

FAIR WORK COMMISSION

Fair Work Act

Section 156 – 4 Yearly Review of Modern Awards

Family Friendly Work Arrangements (AM2015/2)

Witness Statement of Sacha Hammersley

1. My name is Sacha Hammersley. I am 38 years old and married with 3 children aged 8 years, 6 years and 7 months.
2. I am employed on a permanent part-time basis as a Lending Connect Banker with Westpac in Launceston, Tasmania. I am employed under the [Westpac Group Enterprise Agreement 2016](#), a copy of which is marked **Attachment A**.

Work and parenting responsibilities

3. My husband is a shift worker and has worked a similar roster for the last 8½ years. Over a 3 week roster, he works 7 days on, 5 days off, 7 days on, and 2 days off. Due to my husband's working hours, I am primarily responsible for caring for our children but he regularly does school pick-ups, drop-off and meal preparation when it fits in with his shifts. Between us, we manage our caring responsibilities quite well.
4. My mum moved closer to us about 4 months before the birth of our second child. Since then, she has helped out with caring for our youngest child on Fridays while I'm at work, and she did the same for our second child. I have a friend who works as a teacher 4 days a week. She has Fridays off and takes our youngest child when my mum gets sick or is unavailable.
5. At the time of this statement, our youngest child goes to daycare 2 days per week. It costs \$102 per day. My daughter is in prep and my oldest son is in year 3. At one stage, both our first and second children were in daycare 3 days a week.

Employment arrangements

6. I have worked at Westpac for nine years. I currently work as a Lending Connect Banker. My job role is in the servicing of Home Loans and Personal Loans, however, I am expected to have knowledge of all consumer products offered by Westpac. The call centre is a predominantly female workforce.
7. I have been a delegate of the Financial Services Union (FSU) for about 7 years.
8. I was three months pregnant when I started at Westpac. I worked full-time up until I went on about 9 months maternity leave with my first child commencing on about 3 August 2008. I started maternity leave for my second child on about 4 November 2010 and took about 6 months off. I started maternity leave for my third on 8 July 2016 and took about 8 months off.
9. Each time I returned to work, I asked to work reduced hours. Before I went on maternity leave the first time, I spoke with my then manager to say that I was likely to want to return on a part-time basis. I was told that it shouldn't be a problem. About 5 weeks before I was due to return, I had another phone conversation with my manager about my return to work. I asked if I could work 20 hours over 3 consecutive days. My manager asked if I could work Monday, Wednesday and Friday instead. I said I was not able to do those days because it did not work with my daycare arrangements. I said I could do full days on Monday and Thursday, and Friday from 10-2 would be manageable. For the first month, my sister was required to look after my child as daycare had no available spaces on Thursdays. As far as I know, nothing was put in writing regarding the arrangement.
10. I worked these shifts up until I went on maternity leave for my second child in November 2010. During this time, I had arranged childcare for my first child for Monday, Thursday and Friday. Before I returned to work, I spoke with my then manager (a different person to the previous time) over the phone, and she asked if I planned to continue with part-time work on the same days. I said yes, but asked to work 3 full days as I had found that it was a waste paying for 3 full days childcare but only working a half-day on Fridays. My manager agreed and I returned to work in 2011 working 3 full days on Monday, Thursday and Friday. Again, I don't remember anything being put in writing. I continued with these shifts up until sometime in mid-2016, when my manager asked if I could work Tuesday instead of Thursday. I agreed to this change as my second child had started attending kindy on Tuesday and Thursday, so I was able to switch days. I went on maternity leave for my third child in July 2016.

11. Before I returned to work the third time in March 2017, I emailed my manager (a different person again) and asked if I could continue working Monday, Tuesday and Friday, explaining why I needed reduced hours. My request was approved. A copy of these emails is **Attachment B**.
12. Westpac have a policy for part-time workers and a policy for working flexibly. I think my current work arrangement is under the part-time policy as I don't have a formal Working Flexibly arrangement in place. My shifts are reviewed every 6 months. Copies of the two policies are at **Attachment C**.
13. We don't plan to have any more kids. I will probably ask to go back up to 4 days when my youngest starts full-time school, but that is about 4 years away so we will reassess at that point.
14. In my experience, the management at my workplace favours part-timers when allocating shifts so that they can accommodate the needs of parents and carers. Full-timers get allocated their hours after part-timers have been set, so it appears to be easier to get the shifts you want when you're part-time. In my experience, my full-time colleagues have had no issues or concerns with a parent getting their choice of shifts first. I have found it to be a supportive work environment.

Impact of access to part-time work

15. Having the ability to work part-time after childbirth has been tremendously important for my work/life balance and I believe it has been essential for my mental health. Going back part-time has meant that on days I do not work I am able to spend quality time with my young children getting to know them and seeing their milestones happen as they occur. I have time to take them to sporting lessons and other extra-curricular activities that are important for their development, as well as attending to household chores like going to the bank. When returning to work the impact for my children has also been lessened and I have not suffered the guilt which can be associated with going back to work, as I know I am able to spend the majority of my time with them. It has also helped me keep up with the house work during the day, meaning that I am able to spend the evenings relatively stress free from those duties and have good quality family time with my husband and kids.

.....

Sacha Hammersley

Date: 1 May 2017



DECISION

Fair Work Act 2009

s 185 - Application for approval of a single-enterprise agreement

Westpac Banking Corporation

(AG2015/6078)

WESTPAC GROUP ENTERPRISE AGREEMENT 2016

Banking finance and insurance industry

DEPUTY PRESIDENT SAMS

SYDNEY, 24 NOVEMBER 2015

Application for approval of the Westpac Group Enterprise Agreement 2016.

[1] This is an application, pursuant to s 185 of the *Fair Work Act 2009* (the ‘Act’), filed by Westpac Banking Corporation (the ‘applicant’) which seeks the approval of the Fair Work Commission (the ‘Commission’) of a single enterprise agreement to be known as the *Westpac Group Enterprise Agreement 2016* (the ‘Agreement’). The Agreement was negotiated with the Finance Sector Union of Australia (the ‘Union’) and is to cover 30,343 employees of the following employers:

- Westpac Banking Corporation;
- Asgard Wealth Solutions Limited;
- BT Financial Group Pty Limited;
- Westpac Financial Consultants Limited; and
- Westpac General Insurance Services Limited.

However, the Agreement does not cover employees working on Christmas Island, seconded to work outside of Australia or who are in the role of Chief Executive Officer, Group Executive, Chief Financial Officer, Chief Information Officer, Chief Operating Officer, Enterprise Executive, General Manager or equivalent roles. For the purposes of s 186(3) of the Act, I am satisfied that the group of employees to be covered by this Agreement has been fairly chosen.

[2] The employees were last notified of their representational rights on 18 May 2015 and voting for the Agreement’s approval took place between 23 and 29 October 2015. The time

limits under s 181(2) of the Act are thereby satisfied. In a vote conducted online and by telephone by a third party, 14,931 of the 16,011 employees who cast a valid vote, agreed to approve the Agreement. The application for approval of the Agreement was lodged on 6 November 2015, thereby satisfying s 185(3) of the Act.

[3] In the Employer's Declaration in support of the application (Form F17) Mr M *Johnston*, identified the *Banking, Finance and Insurance Award 2010* [MA000019] (the 'Award') as the relevant reference instrument for the purposes of the Better Off Overall Test (the 'BOOT'). Mr Johnston said that the Agreement provides for some terms that are less beneficial than those under the Award, including changes to notice of termination and a lack of entitlement to overtime for part-time employees directed to work additional hours for training. However, the Agreement provides for a wide range of terms and conditions that are more beneficial than those under the Award, including significantly higher rates of pay, arrangements for 'flexible lifestyle leave', an additional paid day for 'lifestyle and wellbeing' purposes and an additional day's leave to be taken between 8 April 2017 and 7 April 2018 to celebrate Westpac Group's birthday. I am well satisfied that the Agreement passes the BOOT. The Agreement provides for the mandatory flexibility and consultation terms at clauses 20 and 44 respectively, and a disputes resolution procedure at clause 43 provides for conciliation by the Commission and arbitration by an independent third party, which could include the Commission.

[4] At a hearing of the application on 20 November 2015, Ms H *Eager*, Solicitor appeared with Mr M *Johnston* for the applicant and J *Nava* for the Union. Ms *Eager* outlined the main features of the Agreement and submitted that all of the legislative requirements for approval of the Agreement have been satisfied and the Agreement should be approved by the Commission. Ms *Eager* explained that the Agreement represented a change to a previous set of increases based on performance rating. Subject to achieving behavioural, training and other criteria, base rates of pay are to be increased by fixed percentages on 1 January 2016, 2017 and 2018 in accordance with the table set out at cl 5.3 of the Agreement. Ms *Nava* supported the submissions of Ms *Eager*. The Union had filed a Declaration in relation to the application (Form 18) supporting the approval of the Agreement and giving notice that it wishes to be covered by the Agreement (s 183). For the purposes of s 201(2) of the Act, I note that the Union is to be covered by the Agreement.

[5] Having heard the parties' submissions and upon reviewing the terms of the preapproval process documentation and the Agreement itself, I am satisfied that all of the requirements of the Act, in particular ss 180, 186, 187 and 188, in so far as relevant to this application, have been met. Accordingly, I approve a single enterprise agreement known as the *Westpac Group Enterprise Agreement 2016*. Pursuant to s 54 of the Act, the Agreement shall operate from 1 January 2016 and have a nominal expiry date of 31 December 2018.



DEPUTY PRESIDENT

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Westpac Group Enterprise Agreement 2016

*Benefits to
be proud of
today and
tomorrow*



Our Agreement is divided into four sections:

1. Our Agreement

Applies to all employees covered by the Agreement

2. Terms for employees of Westpac

Applies to all employees of Westpac

3. Terms for employees of Asgard, BTFG,
WFCL and WGIS

Applies to all employees of Asgard, BTFG, WFCL and WGIS

4. The Technical Staff

Applies to all employees covered by the Agreement

where is everything?

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Section 1:

Our Agreement

Welcome

1. What's this all about?

Our Agreement is about providing you with market leading benefits and arrangements which offer you flexibility, choice and future opportunities.

We've heard you say you want genuine choice about how, when and where you work. So our

Agreement is all about us working together to match your personal goals and our customers' needs.

We're providing new opportunities for flexibility in our Agreement, so take a look and see how you can

balance your personal life and a great career, while delivering an even better experience for our customers. We want to ensure a superior experience for each customer, every time - that's our aim. We know you are vital to making that happen.

2. What do we stand for?

Our vision is to be one of the world's great service companies, helping our customers, communities and people prosper and grow. This means that we will continue to:

- value and respect inclusion and the diversity of our workforce;
- aim to prevent and eliminate all forms of unlawful discrimination (such as discrimination on the basis of age, disability, family responsibilities, gender, race and sexual preference);

- support and focus on gender equity. This means in particular
 - providing equal pay for equal work, committing to a merit based organisational structure and working hard to increase the number of women in senior leadership roles;
- take our obligations under work health and safety legislation very seriously. Ensuring the health, safety and wellbeing of our people and providing a safe, secure and injury free workplace is our priority; and

- offer flexible work practices to help you meet your personal and family needs, as well as Westpac Group's business requirements. This may involve you working remotely, job sharing, purchasing additional leave or working flexibly.

Welcome

3. Who is covered by this Agreement?

You will be covered by this Agreement if you are employed by:

- Westpac;
- Asgard;
- BTFG;
- WFCL; or
- WGIS.

But the Agreement will not cover you if you are an Excluded Employee.

Westpac, Asgard, BTFG, WFCL, WGIS and the Union are also covered by the Agreement.

4. When does the Agreement operate?

The Agreement starts on 1 January 2016 (unless the Fair Work Commission determines another start date) and has a nominal expiry date of 31 December 2018.

Section 2:

Terms for employees of Westpac

5. How will my Fixed Pay be increased?

AT A GLANCE

We are committed to an approach to Fixed Pay increases that is simple to understand, ensures a focus on doing the right thing for our customers and keeps your remuneration competitive.

This clause outlines the Fixed Pay increases eligible employees may receive under our Agreement, including information on the percentage increase applied at different salary levels, and compliance training and behavioural requirements to achieve an increase.

5.1 What you need to do to get a pay increase:

To receive a Fixed Pay increase on 1 January 2016, 1 January 2017 or 1 January 2018:

- you must meet the behavioural, training and other criteria in **clause 5.2**; and
- your annual Fixed Pay must be in the ranges specified in **clause 5.3**.

5.2 What criteria do I need to meet?

You must meet the following criteria for the relevant performance year:

- be employed by us at 30 September of the relevant performance year;
- have performed work for at least 3 months (unless you were absent on parental leave);
- have met the following minimum behavioural and training criteria:
 - have a behaviour rating of 2 or 3;
 - have successfully completed minimum training and accreditation requirements (including Group wide requirements that apply to all employees and requirements that

apply specifically to your role) at 1 December following the end of the performance year; and

- not be on a formal performance counselling program at any time in the period from 1 October to 1 January following the end of the performance year.

5. How will my Fixed Pay be increased?

5.3 Fixed Pay increase

If you meet the eligibility requirements in **clause 5.2**, and your annual Fixed Pay is in the range specified for Tier 1 or 2, your Fixed Pay increase will be:

TIER	AT 30 SEPTEMBER OF THE RELEVANT PERFORMANCE YEAR, IF YOUR ANNUAL FIXED PAY IS...	YOUR FIXED PAY INCREASE WILL BE...
For the pay increase on 1 January 2016		
1	Up to \$75,000	3.5%
2	Between \$75,001 - \$100,000	2% (and we also have the discretion to award you an additional Fixed Pay increase)
For the pay increase on 1 January 2017		
1	Up to \$77,438	3.25%
2	Between \$77,439 - \$102,000	2% (and we also have the discretion to award you an additional Fixed Pay increase)
For the pay increase on 1 January 2018		
1	Up to \$79,955	3.25%
2	Between \$79,956 - \$104,040	2% (and we also have the discretion to award you an additional Fixed Pay increase)

5. How will my Fixed Pay be increased?

THE TECHNICAL STUFF

5.4 December 1 deadline for minimum training and accreditation

You are required to be up to date with all mandatory training requirements by 1 December following the end of the performance year. If you are not up to date you will only be eligible for a Fixed Pay increase in one of the following circumstances:

- if you have been on extended leave which meant you were unable to complete your minimum training and accreditation requirements by 1 December. If this is the case, you will still be eligible for a Fixed Pay increase on 1 January.
- if on 1 February following the end of the performance year you meet your minimum training and accreditation requirements. If you have become compliant by this date, the applicable Fixed Pay increase will be paid and backdated to 1 January (subject to you meeting all other eligibility criteria in **clause 5.2**).

5.5 One off cash payments

If your annual Fixed Pay has reached the maximum rate of annual Fixed Pay for your grade, we may elect to pay any portion of your annual Fixed Pay increase that would be above that rate as a cash payment (less tax of course). The maximum rates of annual Fixed Pay for each of the grades are in **clause 6 (minimum rates of pay)**. If you are a specialist or Package One employee, this clause will not apply to you.

5.6 Fixed Pay increase

Any Fixed Pay increase will be calculated using your annual Fixed Pay as at 30 September in the relevant performance year and will be effective from 1 January following the end of the performance year. Any Fixed Pay increase between 1 October and 31 December following the end of the performance year will count towards (and will not be in addition to) your Fixed Pay increase under this clause.

5.7 Increase to minimum rates

Any increase to your applicable minimum rate of annual Fixed Pay in **clause 6 (minimum rates of pay)** will count towards and not be in addition to any Fixed Pay increase under this clause.

5.8 When will you be paid?

You will be paid your Fixed Pay at least monthly by direct deposit into your nominated bank account.

5.9 Want to salary sacrifice?

We can agree with you that part of your Fixed Pay will be salary sacrificed. If you have a salary sacrifice arrangement, the cash part of your Fixed Pay will be reduced by the amount you have salary sacrificed for other benefits or conditions of equivalent value.

6. What is the minimum rate I will be paid?

**AT A
GLANCE**

This clause sets out the minimum Fixed Pay we will pay most employees, increases some employees will receive when they are promoted and a range of other matters related to your Fixed Pay.

6.1 Minimum and maximum rates for full time unpackaged employees excluding specialists

If you are in one of the grades below, your annual Fixed Pay will be in the following range:

GRADE	MINIMUM FROM 1 JANUARY 2016	MAXIMUM FROM 1 JANUARY 2016
1	\$47,394	\$59,237
2	\$52,803	\$69,237
3	\$62,927	\$79,599
4	\$74,196	\$95,614
5	\$93,441	\$115,113

GRADE	MINIMUM FROM 1 JANUARY 2017	MAXIMUM FROM 1 JANUARY 2017
1	\$48,934	\$61,162
2	\$54,519	\$71,487
3	\$64,972	\$82,186
4	\$75,680	\$97,526
5	\$95,310	\$117,415

GRADE	MINIMUM FROM 1 JANUARY 2018	MAXIMUM FROM 1 JANUARY 2018
1	\$50,525	\$63,150
2	\$56,291	\$73,811
3	\$67,084	\$84,857
4	\$77,194	\$99,477
5	\$97,216	\$119,763

6. What is the minimum rate I will be paid?

6.2 Minimum and maximum rates for full time packaged employees excluding specialists

There are two forms of packaging in our Agreement – Package One and Package Two. These are provided for in **clause 40 (packaging)**. For Package One employees, the minimum rate of annual Fixed Pay is one dollar below the minimum rate of annual Fixed Pay for full time unpackaged grade 4 employees. For Package Two employees in one of the grades below, their annual Fixed Pay will be in the following range:

GRADE	MINIMUM FROM 1 JANUARY 2016	MAXIMUM FROM 1 JANUARY 2017
2	\$60,723	\$79,623
3	\$72,366	\$91,539
GRADE	MINIMUM FROM 1 JANUARY 2017	MAXIMUM FROM 1 JANUARY 2017
2	\$62,697	\$82,210
3	\$74,718	\$94,514
GRADE	MINIMUM FROM 1 JANUARY 2018	MAXIMUM FROM 1 JANUARY 2018
2	\$64,735	\$84,882
3	\$77,146	\$97,585

6.3 Minimum rates for full time unpackaged Customer Contact Centre employees excluding specialists

If you work in a Customer Contact Centre and perform an external customer facing role your minimum annual Fixed Pay will be as set out in the table below (unless there is a higher applicable annual minimum rate in **clause 6.1 (minimum and maximum rates)**):

LEVEL	MINIMUM
1	\$51,282
2	\$54,359
3	\$57,621
4	\$61,079
5	\$63,522
6	\$66,063

6. What is the minimum rate I will be paid?

6.4 Minimum rate for full time packaged specialists

Your minimum annual Fixed Pay is \$60,191. This amount will increase on 1 January 2017 and 1 January 2018 in accordance with the immediately preceding annual increase to the minimum annual salary for Level 6 employees in the Banking Award.

6.5 Minimum rate for full time unpackaged specialists

Your minimum annual Fixed Pay will be the minimum annual salary for the appropriate level in the Banking Award.

6.6 Minimum rate for part time employees

Your minimum annual Fixed Pay will be based on the applicable minimum annual Fixed Pay for the relevant full time employee pro-rated according to your ordinary hours of work.

6.7 Minimum rate for casual employees

Your minimum hourly rate is calculated based on the applicable minimum annual Fixed Pay for the relevant full time employee. You will be paid by the hour and are also entitled to a casual loading under **clause 11.20 (casual loading)** (unless a particular clause in our Agreement expressly provides otherwise).

6.8 Pay on promotion for unpackaged employees who are not specialists

If you are promoted to a higher grade, your annual Fixed Pay may increase:

PROMOTION	FIXED PAY INCREASE
If you are promoted from a lower grade to grade 2 or 3	The greater of 3.25% or to the minimum annual Fixed Pay for your new grade
If you are promoted from a lower grade to grade 4 or 5	The greater of 2% or to the minimum annual Fixed Pay for your new grade

The Fixed Pay increases in the above table must not take you above the maximum annual Fixed Pay for the new grade. You will not receive an increase under this clause if you will have, or cease to have, a remuneration package following your promotion.

6. What is the minimum rate I will be paid?

THE TECHNICAL STUFF

6.9 We can pay you more

In this clause, we've set out the minimum rate of annual Fixed Pay you will be paid and for some people we've also set out the maximum rate. We can of course decide to pay you more than the rates specified.

6.10 Your Fixed Pay will not decrease

Your Fixed Pay on the day our Agreement commences will not be less than your Fixed Pay in the preceding pay period, as long as you continue to perform the same role on the same basis. Your Fixed Pay will not decrease as a result of the new grades being introduced in our Agreement.

6.11 Minimum wage

You will not be paid less than the National minimum wage or the applicable minimum wage in the Banking Award (if it would have applied to you).

6.12 Calculating rates

Where we refer to calculating rates by reference to the applicable full time rate, the calculation is based on the annual full time rate being for 38 hours per week over 52.2 weeks. If you are paid fortnightly, the divisor will be 26.1. If you are paid monthly, the divisor is 12.

6.13 Supported wage, national training wage and student apprentices

The minimum rates in this clause will not apply if you are paid under **clause 10 (supported wage)** or **clause 6.11 (national training wage)**.

7. What allowances and reimbursements will I receive?

AT A GLANCE

This clause includes details of the following allowances and reimbursements that you may be entitled to:

- Car allowance and expenses
- Travelling time allowance
- Travel expenses
- Travelling to and from work
- Emergency recall allowance
- Stand-by allowance
- Meal allowance
- Higher duties allowance
- Removal allowance and expenses

Packaged employees, casual employees, specialists and some employees who work away from the office, will not receive all the allowances in this clause. The exclusions are set out in **clause 40 (packaging)**, **clauses 11.19 - 11.25 (casual employees)**, **clause 39 (specialists)** and **clause 17 (working away from the office)**.

CAR ALLOWANCE AND EXPENSES

7.1 Using your car for work

On occasion we may require you to, or agree that you may, use your car for work purposes. If this happens, we will pay you 78 cents per kilometre you travel. If you are grade 3 or below we will calculate your allowance for return trips to and from your home using a minimum 7 kilometre return trip.

7.2 Regularly using your car for work

If we require you to use your car for work on a more regular or frequent basis, we may pay you a weekly allowance instead of a per kilometre allowance:

CAR ENGINE CAPACITY	WEEKLY ALLOWANCE
1500cc and under	\$128.96
Over 1500cc	\$154.11

7.3 Keeping your work car on the road

If we provide you with a car for work we will pay for the usual upkeep, registration, insurance, maintenance and normal running costs.

7. What allowances and reimbursements will I receive?

TRAVELLING TIME ALLOWANCE

7.4 Compensation for travel time

When you are required to travel away from your usual place of work you will be compensated for travelling time:

- outside your ordinary hours of work; and
- in excess of the time you normally spend travelling between work and your home.

7.5 Type of compensation

For this travelling time you can choose to:

- be paid at your single time rate; or
- take the equivalent time off in lieu of payment (up to a maximum of one day - ie, 7.6 hours).

TRAVEL EXPENSES

7.6 You are going on a business trip

We'll cover particular costs when we require you to travel for work. We will reimburse you or pay for reasonable travel expenses (such as air fares, accommodation and ground transport) incurred by you when you are required to travel away from your usual place of work.

7.7 Incidental travel expenses

If you are required to work at a location away from your usual place of work from time to time, you may have additional expenses that you wouldn't normally incur. We'll take care of these by reimbursing you or paying for your reasonable incidental expenses where those expenses:

- exceed those normally incurred by you working at, and going to and from, your usual place of work; and

- relate to matters or items which we have not otherwise provided to you (eg, you will not be entitled to reimbursement for a meal if we have provided you with a meal).

TRAVELLING TO AND FROM WORK

7.8 Travelling to and from work safely

We will reimburse you or pay for all or part of a journey to or from work if at our initiative you are requested to start or finish work at a time when public transport or your usual or reasonable means of transport is not available and there is a risk to your personal safety. This clause does not apply if you receive an allowance under **clauses 7.1 - 7.3 (car allowance and expenses)** for the same travel.

7. What allowances and reimbursements will I receive?

EMERGENCY RECALL ALLOWANCE

7.9 Returning to work for emergency or security reasons

Sometimes you may need to return to our premises for security or emergency reasons after finishing your normal duties for the day and prior to 8.00am on the following business day. If this happens, you will be paid:

WHEN THE EMERGENCY RECALL OCCURS	DAILY ALLOWANCE
On an ordinary working day between 6.00pm and 8.00am	\$66.02
On a rostered day off or public holiday	\$86.20

7.10 Sometimes you won't be paid the allowance

We will not pay you an emergency recall allowance if:

- you are recalled during, or immediately after, your rostered ordinary hours;
- you receive overtime for the same period that is greater than the emergency recall allowance; or
- you receive a stand-by allowance.

7. What allowances and reimbursements will I receive?

STAND-BY ALLOWANCE

7.11 We might need your help

Sometimes we may need you to be rostered on stand-by to do some work outside your usual hours. If you are rostered to be on stand-by you will be paid:

WHEN YOU ARE ROSTERED TO BE ON STAND-BY	ALLOWANCE PER DAY
Monday to Friday	\$21.36
Saturdays, Sundays, public holidays and rostered days off	\$43.12

7.12 Which rate will apply?

If the rostered stand-by period overlaps two days, you will be paid the rate for the day on which the majority of the time occurs.

7.13 We do need your help

If you are rostered on stand-by and are recalled to work you will be paid overtime (see **clause 15 (overtime)** for details):

THE RECALL	YOU WILL BE PAID FOR
You are recalled to work once and have attended our premises	<ul style="list-style-type: none">Your travelling time to and from work by the most direct route; andYour total hours worked (this includes a minimum payment equal to 2 hours work).
You are recalled to work more than once on the same day and have attended our premises	
You are recalled to work (whether one or more times) and are able to provide assistance without attending our premises	Your total hours worked (with a minimum payment equal to 30 minutes work). You will not be paid for any travelling time.

7. What allowances and reimbursements will I receive?

7.14 Travel and phone expenses

While you are rostered on stand-by, we will reimburse any reasonable phone expenses you incur and if you are recalled we will reimburse your reasonable travel expenses to return to work (whether as a cents per kilometre allowance or otherwise).

MEAL ALLOWANCE

7.15 How much is the meal allowance?

\$15.36.

7.16 When will I receive a meal allowance?

You will be paid a meal allowance:

7.17 Sometimes you won't be paid the meal allowance

We will not pay you this allowance if:

- we provide you with a meal; or
- you are reimbursed for the cost of the meal.

EMPLOYMENT TYPE	YOU WILL BE PAID A MEAL ALLOWANCE WHERE...
You are not a shift work employee	You are required to work: <ul style="list-style-type: none">• for more than 10 hours (excluding meal breaks) on a day you are rostered to work ordinary hours; or• for more than 5 hours on a public holiday or a day you are rostered off duty. If you continue working for a total of more than 10 hours you will be paid a further meal allowance.
You are a shift work employee	You are required to work overtime for more than 1 hour after the end of your shift.
Shift work and non shift work employees	You are recalled to work for a security or emergency reason and attend our premises: <ul style="list-style-type: none">• within 2 hours of finishing your normal duties and are unable to have a meal between 6.00pm and 8.00pm; or• on a rostered day off or a public holiday and the emergency recall (including travelling time) takes more than 3 hours and covers all of the period between 12.00 noon and 2.00pm or 6.00pm and 8.00pm. However, you will not be paid this meal allowance if another meal allowance is payable for the same meal.

7. What allowances and reimbursements will I receive?

HIGHER DUTIES ALLOWANCE

7.18 You are relieving in a higher grade

If you are rostered to work in a higher grade for more than 4 consecutive days (excluding any hand-over period which is not included in the relieving period) you will be paid the greater of the minimum rate for the higher grade or your Fixed Pay plus 2.5%.

7.19 You are taking leave

If you have been relieving in a higher grade immediately prior to commencing leave you will continue to receive your higher duties allowance during the leave if:

- you take annual leave and would but for taking the leave have continued to perform the higher duties; or
- you have been relieving in the higher grade for more than 6 months and you take personal/carer's leave or there is a public holiday.

REMOVAL ALLOWANCE AND EXPENSES

7.20 You're moving home and we want to help

If we require you to move home because we have transferred you to a new location, we will reimburse you or pay for all necessary and reasonable moving costs from the time you (and your dependant family members) are required to leave your current home until you occupy a new home.

This may include:

- all reasonable costs of packing and moving your (and any dependent family member's) personal effects from your current home to your new home;
- the cost of adequately insuring the personal effects during their removal; and
- the cost of essential storage and insurance made necessary by the move.

7.21 You need to stay in transitional accommodation

If we have required you to move home under **clause 7.20**, if you need to stay in transitional accommodation between leaving your current home and moving into your new home:

- we will reimburse you or pay for the first 7 days' accommodation;
- after the first 7 days we will reimburse you or pay for two third's of the accommodation for the next 3 months; and
- after the 3 month period, you will be responsible for the full cost of the accommodation.

7. What allowances and reimbursements will I receive?

7.22

You are leasing or own your current home

If we have required you to move home under **clause 7.20**, if you currently own or lease a home that you have fully furnished we will pay you the following one off allowance:

	YOU ARE NOT ACCOMPANIED BY DEPENDANT FAMILY MEMBERS	YOU ARE ACCOMPANIED BY DEPENDANT FAMILY MEMBERS
You are moving into a home furnished by us	\$476	\$605
You are moving into a home not furnished by us	\$949	\$1,900

If you are setting up your first home, you won't be paid the above allowance.

7.23

You were living in a home arranged by us and now have to move

If you were living in a home arranged by us and are required to move because we have transferred you to a new location or you need to vacate the home for reasons beyond your control then the above provisions also apply to you. However, you are only entitled to half of the applicable allowance under **clause 7.22**.

7. What allowances and reimbursements will I receive?

PRESERVED PAYMENT FOR DISTRICT ALLOWANCES

7.24 District allowance payment

The purpose of this clause is to provide for a district allowance payment to be made to some full time and part time employees who received a district allowance in December 2015 under the Former Agreement.

7.25 Will I receive a payment?

To receive a district allowance payment under this clause, you:

- must have been paid a district allowance under Section 3, Part A of the Former Agreement on the last pay day in December 2015;
- must be employed by us at the time the district allowance payment is paid. The payment will be made as soon as practicable in January or February of each calendar year; and
- would have been eligible for a district allowance under the Former Agreement, if that Agreement operated on the date the district allowance payment is made.

7.26 Value of district allowance payment

The district allowance payment will be paid at the rate of the district allowance you received on the last pay day in December 2015 (which was for a fortnightly period), multiplied by 26.1.

7.27 Termination of your employment

You will not receive a district allowance payment if your employment terminates before the payment is made.

7.28 Other measures

We appreciate that sometimes in locations where district allowances were paid under Section 3, Part A of the Former Agreement, we may need to consider a range of measures (including paying Fixed Pay above the relevant grade maximum), and reasonably apply appropriate measures, to continue to attract and retain new employees to fulfil business requirements. We will regularly review staffing methodologies and relevant local factors to ensure workplaces in those locations are appropriately staffed.

7. What allowances and reimbursements will I receive?

THE TECHNICAL STUFF

7.29 Adjustment of allowances

Allowances will be adjusted as follows:

- The per kilometre car allowance in **clause 7.1** will be reviewed annually and increased in accordance with the quantum of any adjustment to the corresponding allowance in the Banking Award (if any); and
- The following clauses will be adjusted annually by applying the index figure published by the Australian Bureau of Statistics of Eight Capitals Consumer Price Index between the September quarters:

ALLOWANCE	ADJUSTMENT METHOD
Meal allowance	Take away and fast foods sub-group
Car allowance	Private motoring sub-group
Removal allowance	CPI all groups

8. What are my superannuation benefits?

AT A GLANCE

Most of us are looking forward to retiring (one day).

Of course, being financially secure is really important to making sure you can enjoy your retirement. Australia has legislation which provides for superannuation. It is a great way for us all to start preparing for our retirement.

While you are working with us, we'll always make at least the minimum required superannuation contributions for you. You also have the choice to make your own additional contributions.

If you take parental leave, when you return to work you can apply for superannuation contributions to be made for the period of your unpaid parental leave. Details about this benefit are in **clause 25 (parental leave)**.

In this clause we have set out the superannuation benefits you have when you work with us.

8.1 Our commitment

Preparing for your retirement is a great thing - superannuation helps you out. We'll make superannuation contributions for you equal to the Minimum Legislative Superannuation Guarantee Contributions.

8.2 What's the rate?

The Minimum Legislative Superannuation Guarantee Contribution rate is currently 9.5% of OTE up to the SG Contribution Cap per quarter (this may change during the nominal term of the Agreement in accordance with legislation).

8.3 You can choose your superannuation fund

We'll make superannuation contributions to the fund you choose as long as it is a complying fund under the Superannuation Guarantee legislation or, if you don't choose a fund, to our default fund (unless you are a DB Member - if you are a DB Member, see **clause 8.5**).

8.4 If you don't choose a superannuation fund

If you don't choose a fund, we'll make the contributions to our default fund:

- BT Super for Life (or its successor); or
- another complying superannuation fund we nominate (provided it offers a MySuper product or otherwise satisfies section 194 of the Fair Work Act). We'll consult with the Union if we want to nominate a different fund (and we won't make a change unless the Union agree - but the Union must not unreasonably refuse to agree).

8. What are my superannuation benefits?

8.5 The fund for DB Members

If you are a DB Member, we'll make the contributions to:

- the fund we were contributing to on 1 January 2013 for you (or its successor); or
- another complying superannuation fund we nominate. We'll consult with the Union if we want to nominate a different fund (and we won't make a change unless the Union agree - but the Union must not unreasonably refuse to agree).

THE TECHNICAL STUFF

8.6 Old arrangements that continue to apply to some employees

If you were employed prior to 1 January 2013, and you are not a DB Member, we will make the following superannuation contributions for you (rather than the contributions in **clause 8.1** which apply if you were employed after 1 January 2013):

- 9.5% of your annual Fixed Pay and payments for authorised paid leave (but only if they form part of OTE); and
- if the above amount in a quarter is less than the SG Contribution Cap for the quarter, up to 9.5% of the remainder of your OTE (which includes, for example, certain bonuses, commissions, shift and casual loadings and allowances) - but only up to the difference between the above amount and the SG Contribution Cap.

8.7 Paying more than the minimum

If we would make superannuation contributions for you under **clause 8.6** which are more than the Minimum Legislative Superannuation Guarantee Contributions, you may ask us to pay the extra amount to you as income (less tax of course) rather than contribute it to your superannuation fund.

9. Am I entitled to an Annual Payment?

AT A
GLANCE

We will make an Annual Payment to eligible employees in or around December each year. The payment is instead of you receiving annual leave loading.

This clause outlines who is eligible to receive the Annual Payment and how it will be calculated.

9.1 Will I receive a payment?

To receive an Annual Payment in December you:

- must be employed by us at the time the annual payment is paid;
- must be a full time or part time employee; and
- would have been eligible for leave loading under the Westpac Enterprise Agreement 2010, or the St.George Enterprise Agreement 2010, if those agreements applied on the date the annual payment is paid.

9.2 Calculation of the annual payment

The Annual Payment is calculated using the following formula (except as varied below):

Annual Payment =

$$\frac{\text{Hourly Rate} \times \text{Annual Hours} \times 4 \times 17.5\%}{52.2}$$

9.3 Termination of your employment

You will not receive an Annual Payment if your employment terminates before the Annual Payment is made unless you would have had an express entitlement to annual leave loading on termination under one of the enterprise agreements referred to in **clause 9.1** (if it applied at the time of termination), in which case you will receive a pro-rata Annual Payment.

9. Am I entitled to an Annual Payment?

THE TECHNICAL STUFF

9.4 Annual Payment cap

The maximum Annual Payment is 17.5% of the average weekly total earnings of all male employees published by the Australian Bureau of Statistics as at August of the previous year multiplied by 4 (subject to the clauses below).

9.5 If you received a payment for loadings throughout the year

If the average loadings received by you throughout the year (when expressed as a percentage of your weekly Fixed Pay over the relevant calendar year (including any ordinary hours worked where you didn't receive loadings)) is higher than 17.5%, that higher percentage should be used instead of 17.5% in the formula above and **clause 9.4** will not apply.

9.6 Timing of payment

We will pay the Annual Payment to you, on a date we nominate in or around December each year.

9.7 Nominal term

This clause only applies during the nominal term of this Agreement.

10. What is our supported wage system?

**AT A
GLANCE**

Westpac is committed to supporting employees with disability in the workplace. The supported wage system provides both long term and stable employment for many people with disability. It provides opportunities for people with disability to continuously improve their work productivity and be employed at full wages.

This clause provides details of the supported wage system that will apply if you are on a supported wage because of the effects of disability.

10.1 Our supported wage system

Some people we employ may be eligible for a supported wage because of the effects of disability. The supported wage system provided for in Schedule D of the Banking Award (as in force at the date this Agreement commences) is incorporated into this Agreement with the following changes:

- any reference to 'the employer' is taken to be a reference to 'us'; and
- any reference to 'award' is taken to be a reference to this 'Agreement'.

11. What types of employment are there?

AT A GLANCE

This clause sets out the main types of employment – full time, part time and casual – and some specific arrangements for you depending on your type of employment. It provides some details about the hours of work for each type of employment.

If you are a casual employee only some parts of our Agreement will apply to you. These are set out in this clause.

11.1 What types of employment are there?

The main types of employment with us are:

- full time;
- part time (including flexible part time in BankSA); and
- casual.

11.2 We'll let you know your type of employment

When you start with us, we'll let you know the basis upon which you are employed.

WORKING FULL TIME

11.3 The basics

The maximum number of ordinary hours you may work is an average of 38 hours per week or an average of 152 hours over 4 weeks, unless we agree a different averaging arrangement with you.

11.4 Rostered days off

If you are an unpackaged full time employee, on one weekday in each 4 week cycle you will not be required to work any ordinary hours, but you must work (or be on paid leave) 152 ordinary hours over the cycle. Some of the details about rostered days off are:

- if we roster your hours of work, your rostered day off will be included in the roster. If we don't roster your hours of work, you should speak to your manager about the timing of your rostered day off;

- you and your manager can agree to change your rostered day off at any time, but you will not be entitled to any penalties or loadings because of the change;
- if you prefer not to have a rostered day off, or if you change your mind and want to have a rostered day off, let your manager know in writing and we'll consider your request; and
- you and your manager can agree that, rather than not being required to work any ordinary hours on one weekday each 4 week cycle, you may not be required to work any ordinary hours for two or more shorter periods over that cycle.

11. What types of employment are there?

WORKING PART TIME

11.5 The basics

The maximum number of ordinary hours you may work is less than an average of 38 hours per week or an average of 152 hours over 4 weeks, unless we agree a different averaging arrangement with you.

11.6 Your hours

When you start with us as a part time employee we will agree your hours and when you will work with you.

11.7 Minimum ordinary hours

Part time employees will work a minimum of 60 ordinary hours per 4 week cycle, unless we agree a different arrangement with you. If it has been agreed that you work less than 60 hours per 4 week cycle, we may agree with you to increase your hours to 60 (or more) if the additional hours are available.

11.8 Pro-rating for part time employees

The provisions in our Agreement apply to part time employees on a pro-rata basis according to the number of ordinary hours worked (unless a particular clause in our Agreement expressly provides otherwise).

11.9 Agreement to work additional hours

If you are a part time employee, we may agree with you that you will work additional ordinary hours within a particular 4 week cycle (if you want to). If this occurs, you will be paid for the extra hours:

- at your hourly rate of Fixed Pay - if the additional hours are agreed at least 1 week before they are worked; or
- at your hourly rate of Fixed Pay plus a 25% loading based on your hourly rate of Fixed Pay (unless you would be paid a higher loading for those hours which will apply instead) - if the additional hours are agreed less than 1 week before they are worked.

11.10 Direction to work additional hours

If your Fixed Pay is less than the minimum rate for full time unpackaged grade 4 employees under **clause 6 (minimum rates of pay)** (as pro-rated for part time employees), you will only be directed to work additional hours if we require you to attend a training course. If this happens:

- we will give you reasonable notice of the training course;
- your ordinary hours for the 4 week cycle may increase to a maximum of 152; and
- you will be paid for the extra hours at your hourly rate of Fixed Pay.

11. What types of employment are there?

11.11

Reducing hours

Sometimes we may reduce the hours you work. If we:

- reduce your hours the change process in steps 1 to 4 in **clause 14.4 (changing your hours of work)** and **clause 14.5 (reaching agreement)** will apply if you have a concern about the reduction in your hours; and
- reduce your hours by 25% or more in a 12 month period, your role will be redundant and **clause 45 (redundancy)** will apply.

WORKING FLEXIBLE PART TIME IN BANKSA

11.12

Flexible part time employees in BankSA

We will engage flexible part time employees in BankSA only. If you are a flexible part time employee you:

- will be contracted to work a minimum and maximum number of hours of between 16 and 135 each 4 week cycle. You must be available to work within your minimum and maximum hours;
- will have Fixed Pay which is based on your actual hours of work in the relevant fortnight;
- will be paid for a minimum of 3 hours per engagement;
- may only work more than 135 hours in a 4 week cycle by agreement; and
- will be paid a 25% loading (based on your hourly rate of Fixed Pay) for hours worked between 135 and 152 in a 4 week cycle and overtime rates for hours worked in excess of 152 in a 4 week cycle.

11.13

Your roster

We will provide you with a roster of the hours you will work one month before the beginning of a 4 week cycle. Any changes to the roster after it has been set will be agreed with you.

11.14

Changing the workplace's hours

If there is to be a change to the regular pattern of ordinary hours in the workplace, the change process in steps 1 to 4 in **clause 14.4 (changing your hours of work)** and **clause 14.5 (reaching agreement)** will apply.

11. What types of employment are there?

11.15 Increasing hours

You can elect to increase your minimum contracted hours if:

- you have worked above your contracted hours over 4 consecutive 4 week cycles; and
- you have given us written notice within 4 weeks of the conclusion of the last consecutive 4 week cycle that you have elected to have your contracted hours increased to reflect the lowest monthly increased minimum.

If you don't elect to increase your minimum contracted hours within 4 weeks, you won't be able to do so until you have worked a further 4 consecutive 4 week cycles above your contracted hours. This clause doesn't apply if you have agreed to work an increased number of rostered hours for a fixed period of 4 or more consecutive 4 week cycles. Any agreed temporary changes to your roster under **clause 11.12** above do not affect your ability to increase your minimum contracted hours under this clause.

11.16 Changing from a flexible part time employee to a part time employee

You can elect to become a part time employee if:

- you have worked the same rostered hours on the same days for 4 consecutive 4 week cycles; and
- you give us written notice within 4 weeks that you have elected to become a part time employee.

If you don't elect to become a part time employee within 4 weeks, you will remain a flexible part time employee. You will have the right to become a part time employee at any time if you remain working the same pattern of hours. If you have agreed with us to work an increased number of rostered hours for a fixed period of 4 or more consecutive 4 week cycles you aren't able to change to a part time employee under this clause.

11.17 Number of flexible part time employees

The number of flexible part time employees we employ will be capped at 35% of the total head count in BankSA unless otherwise agreed with the Union.

11.18 Application of Agreement

If you are a flexible part time employee the following provisions do not apply to you:

- **clauses 11.5 - 11.7 and 11.9 - 11.11 (working part time);** and
- **clause 14 (setting and changing your hours of work),** except **clause 14.4 (changing your hours of work) and clause 14.5 (reaching agreement)** will apply as set out above.

11. What types of employment are there?

WORKING AS A CASUAL EMPLOYEE

11.19 The basics

As a casual employee you are employed and paid by the hour. The maximum number of ordinary hours you may work is an average of 38 hours per week or an average of 152 hours over 4 weeks, unless we agree a different averaging arrangement with you.

11.20 Casual loading

If you are a casual employee, you will be paid the following loadings:

FOR WORK BETWEEN
7AM – 9PM, MONDAY TO
FRIDAY

25%

FOR WORK BEFORE
7AM OR AFTER 9PM,
MONDAY TO FRIDAY OR
ON THE WEEKEND

75%

The loadings will be calculated as a percentage of your applicable minimum hourly rate of Fixed Pay for the time to which the loading relates. The loadings in this clause will not be paid when you work overtime (because you will be paid an overtime loading under **clause 15 (overtime)**).

11.21 Minimum engagement

We will engage you for a minimum of 3 hours on each day that you work unless you and your manager agree otherwise.

11. What types of employment are there?

11.22 Application of Agreement

As a casual employee, only the following provisions of our Agreement apply to you:

- **Section 1 (Our Agreement);**
- **clause 5.8 (when will you be paid);**
- **clause 6 (minimum rates of pay);**
- **clause 7.1 to 7.3 (car allowance and expenses);**
- **clause 7.15 to 7.17 (meal allowance);**
- **clause 8 (superannuation);**
- **clause 10 (supported wage);**
- **clause 11 (types of employment);**
- **clause 13 (breaks), except clauses 13.6 to 13.8 (breaks between days or shifts);**
- **clause 15 (overtime);**
- **clause 17 (working away from the office);**
- **clause 19 (flexible work arrangements);**
- **clause 20 (changing the Agreement to suit your needs);**
- **clause 24.7 (personal/carer's leave for casuals);**
- **clauses 25 (parental leave), if you are an Eligible Casual;**
- **clauses 27.8 and 27.9 (taking long service leave flexibly) and clause 27.10 (preserved long service leave), if you are a Preserved Long Service Leave Employee;**
- **clause 28.4 (compassionate leave for casuals);**
- **clauses 30 (community service leave);**
- **clause 31 (domestic and family violence support);**
- **clause 32 (technical staff for leave clauses);**
- **clause 35 (digital communication);**
- **clause 38 (Union relationship);**
- **clause 39 (specialists);**
- **clause 42 (raising issues with you);**
- **clause 43 (dispute resolution);**
- **clause 44 (consultation about change);**
- **clause 48.4 (payment in lieu of notice);**
- **clause 48.6 (termination for casual employees);**
- **clause 57 (dictionary); and**
- **Section 4 (The Technical Stuff).**

11.23 When we employ casuals

We employ casuals to supplement existing full time and part time employees to meet our business needs. Casuals can be employed for any period in a particular role. The purpose of employing casuals is to have a flexible workforce to cover fluctuations in workload, changing customer needs, emergencies, leave and short term shortages. The number of casuals in each business unit will be capped at 10% of permanent headcount in that business unit.

11.24 Becoming a full time or part time employee

Your service as a casual employee will not be recognised for any purpose if you become a full time or part time employee, subject to applicable law.

11.25 Information for the Union

We will provide the Union with information about the numbers, locations, commencement dates and positions of casuals if requested by the Union.

12. When can I work ordinary hours?

**AT A
GLANCE**

This clause sets out:

- what ordinary hours are;
 - the arrangements for working ordinary hours during the week or on the weekend;
 - the process for changing ordinary hours on the weekend and between 9pm – 7am weekdays; and
 - when loadings will be paid.
-

THE BASICS

12.1 When can you work?

Ordinary hours can be worked at any time during the week or on the weekend, subject to the arrangements in this clause. You:

- can work up to an average of 152 ordinary hours over 4 weeks, unless we agree a different averaging arrangement with you;
- can work up to 10 ordinary hours in a day or 50 ordinary hours in a week (excluding meal breaks);
- will not be engaged for less than 3 ordinary hours on a day, unless you and your manager agree otherwise; and
- can agree to work your hours on a given day in two or more separate periods of work (and any break between separate periods will be unpaid).

Ordinary hours include:

- any hours worked on a public holiday on a day you are rostered to work; and
- time you are away on paid leave.

12. When can I work ordinary hours?

LOADINGS DURING ORDINARY HOURS

12.2 Who does this apply to?

Clauses 12.2 - 12.4 apply to full time and part time employees who are unpackaged at grades 1 to 5, packaged at grades 2 or 3 or are unpackaged specialists.

12.3 When will I receive loadings?

You will receive the following loadings for any ordinary hours you work between the specified times:

WEEKDAY HOURS	MONDAY	TUESDAY - FRIDAY
12am - 6am	100%	30%
9pm - 12am	30%	30%
WEEKEND HOURS	SATURDAY	SUNDAY
12am - 8am	100%	100%
8am - 6pm	50%	75%
6pm - 12am	100%	100%

If you agree to work ordinary hours between 6am to 7am, weekdays no loadings or other penalties are payable.

12.4 Calculation of loadings

Loadings will be calculated on your hourly rate of Fixed Pay for the time to which the loading relates. If your annual Fixed Pay is higher than the minimum annual Fixed Pay for grade 4 in **clause 6 (minimum rates of pay)**, the loading will be calculated on the minimum hourly rate for grade 4 (pro-rated if you work part time).

12. When can I work ordinary hours?

WORKING ORDINARY HOURS BETWEEN 9PM AND 7AM WEEKDAYS AND ON THE WEEKEND

12.5 Who does this apply to?

Clauses 12.5 - 12.14 apply to full time and part time employees who are unpackaged at grades 1 to 5, packaged at grades 2 or 3 or are unpackaged specialists.

12.6 The basics

You may agree with us to work ordinary hours between 9pm and 7am, weekdays, or on the weekend. If you have agreed to work ordinary hours on the weekend and we have not rostered you to do so within 6 months of your agreement then we would need to get your agreement again.

12.7 Ceasing to work ordinary hours between 9pm and 7am, weekdays and on the weekend

If we want you to stop working ordinary hours between 9pm and 7am, weekdays or on the weekend we will give you 8 weeks' notice (unless otherwise agreed).

If you want to stop working ordinary hours between 9pm and 7am

weekdays or before 8am and after 6pm on weekends you must give us 8 weeks' notice (unless otherwise agreed). If you cannot give the required notice, we will agree to a shorter period if it can be reasonably accommodated.

If you want to stop working ordinary hours between 8am and 6pm on weekends you may do so if there is a suitable employee available to replace you. If it is difficult for you to continue your current hours before a suitable replacement is found, we will work with you to make the change as early as possible and we will not unreasonably refuse your request to stop working these hours.

12.8 Making the change if extra hours are available during the week

If we want you to stop or you want to stop working ordinary hours between 9pm and 7am, weekdays or if we want you to stop working ordinary hours on weekends, we will roster all your ordinary hours between 7am and 9pm, weekdays by the end of the 8 week notice period (unless a shorter period can be accommodated) if

the hours are available.

If you want to stop working ordinary hours between 8am and 6pm on the weekend, we will take steps to make appropriate employees aware of the opportunity to work these hours. We will aim to roster your total number of ordinary hours between 7am and 9pm, weekdays when a suitable employee is found (or earlier if we agree with you).

If you want to stop working ordinary hours before 8am and after 6pm on the weekend, we will aim to roster all your ordinary hours between 7am and 9pm, weekdays or 8am and 6pm on weekends (if you prefer) by the end of the 8 week notice period (unless a shorter period can be accommodated) if these hours are available.

If we can't accommodate the changes outlined above, **clause 12.11** will apply.

If you only want to stop working ordinary hours before 8am or after 6pm on the weekend and these hours are equal to 50% or more of the hours you work on that day, you will only continue to work your remaining hours between 8am - 6pm if it suits the needs of the business. If it doesn't, the process in **clause 12.11** will apply.

12. When can I work ordinary hours?

12.9 Take a break

If you work ordinary hours on the weekend:

- you will have at least 2 days off work in any 7 day period (unless otherwise agreed);
- if you would prefer 2 consecutive days off work, we will agree to this, where practicable; and
- if you are working 6 days in a 7 day period but would prefer to only work 5, you should give us 4 weeks' notice, except where this involves you no longer working ordinary hours on the weekend, in which case the relevant process in **clause 12.7** will apply.

12.10 Changes to ordinary hours for part time employees

If you are a part time employee and we can accommodate your request to change your ordinary hours you can:

- start working the alternative hours we propose;
- not work the proposed hours and agree to reduce your ordinary hours (which would mean you will not be paid for the hours you no longer work); or
- raise a concern under **clause 43 (dispute resolution)**. If you do this, you will not be paid for hours you do not work and **clause 12.14** will apply.

12. When can I work ordinary hours?

12.11

Process if we can't accommodate changes to your ordinary hours

The following process will apply if we can't accommodate the changes to your ordinary hours outlined in this clause:

If we have given you notice	<p>If you work full time...</p> <ul style="list-style-type: none">• Your role will become redundant; and• An offer of ordinary hours outside 7am to 9pm, weekdays, will not be a 'directly comparable position'. <p>If you work part time...</p> <ul style="list-style-type: none">• We will reduce your weekly ordinary hours (according to the number of hours we want you to stop working) by 2 hours over each 6 week period (eg, a reduction of 36 hours to 30 hours could be implemented over 18 weeks), unless otherwise agreed.
If you have given us notice	<ul style="list-style-type: none">• You will stop working the ordinary hours between 9pm to 7am, weekdays or on the weekend, that you want to stop working;• You will continue to be a full or part time employee;• You will continue to be paid as a full or part time employee - but you will not be paid penalties or loadings for hours you do not work; and• When we can accommodate the change, we may direct you to work your total ordinary hours:<ul style="list-style-type: none">• between 7am and 9pm, weekdays if you want to stop working ordinary hours between 9pm and 7am, weekdays or between 8am and 6pm on weekends; or• between 7am and 9pm, weekdays or 8am and 6pm on weekends (if you prefer and these hours are available) if you want to stop working ordinary hours before 8am or after 6pm on weekends. <p>If you are a part time employee, clause 12.10 will apply.</p>

12. When can I work ordinary hours?

THE TECHNICAL STUFF

12.12 Process for changing your hours of work

Steps 1 and 2 in **clause 14.4 (changing your hours of work)** will apply to changes to ordinary hours under this clause and must be completed within 8 weeks of giving notice (unless otherwise agreed) or within a reasonable period after a suitable replacement is found (as applicable).

12.13 If you want to stop working before and after 8am or before and after 6pm on the weekend

If you want to stop working ordinary hours on a weekend before and after 8am (eg, you want to stop working 5am to 9am) or before and after 6pm (eg, you want to stop working 5pm to 10pm):

- the process in this clause which applies if you want to stop working ordinary hours between 8am and 6pm on weekends will apply if the majority of your ordinary weekend

hours are between 8am and 6pm;

- otherwise, the process in this clause which applies if you want to stop working before 8am and after 6pm on weekends will apply.

12.14 Raising a concern about changing hours under clause 43 (dispute resolution)

We will agree with you the hours you will work while the concern is being resolved. If your concern is considered and it is found the alternative ordinary hours we have proposed between 7am and 9pm weekdays or on the weekend are:

- **reasonable** - then you will:
 - start working those hours; or
 - agree to your ordinary hours being reduced (and not being paid for the hours you no longer work); or

- **not reasonable** - then:

- you will not be required to work the ordinary hours you have indicated you do not wish to work between 9pm and 7am weekdays and/or on weekends;
- you will be paid for your total ordinary hours – but you will not be paid penalties or loadings for hours not worked;
- we will propose further alternative ordinary hours; and
- you will receive back pay for the period between when you raised a concern under **clause 43 (dispute resolution)** and the determination that the hours are not reasonable. This will be the difference between the pay you have received for the hours you worked during that time and what you would have received if you were paid for your total ordinary hours (but you will not receive any penalties or loadings for hours not worked).

13. When can I take a break?

AT A GLANCE

We will provide you with a meal break, rest break and a break between days or shifts as outlined in this clause.

MEAL BREAKS

13.1 When can I take a meal break?

You should take a meal break after five hours work unless otherwise agreed or if you are due to finish work during the meal break. Where practicable, meal breaks should be taken during normal meal times or at other times agreed with your manager.

13.2 Duration of the meal break

You can have a 45 minute meal break or can agree another arrangement with your manager.

13.3 Rostering meal breaks

Depending on your role and where you work we may roster your meal breaks. When this occurs, you and your colleagues can arrange to swap your meal breaks provided your manager also agrees.

13.4 Meal breaks

You will not be paid for meal breaks and they are not counted as ordinary hours worked.

REST BREAKS

13.5 When can I take a rest break?

A common sense approach to paid rest breaks during rostered hours is to be applied. You can have a paid rest break or breaks at times and for a duration agreed with your manager or if no agreement is reached, as determined by your manager.

BREAKS BETWEEN DAYS OR SHIFTS

13.6 Breaks between work days

We want you to take at least 10 hours off work between the conclusion of one day's work or shift (determined from your last shift if you work multiple shifts on a day) and the commencement of the next day's work or shift.

13.7 Ten hour break

If you are unable to have a 10 hour break because we require you to commence or continue working, we will pay you double time until you commence 10 consecutive hours off work. Once you finish working, you may take 10 hours off work without losing pay for ordinary hours you would normally work during this time.

13.8 Breaks between days or shifts

Clause 13.7 will not apply if you are recalled to work in circumstances where you receive a stand-by or emergency recall allowance.

14. How will we set and change your hours of work?

**AT A
GLANCE**

This clause outlines the process that we will follow when setting and changing your hours of work.

14.1 Setting your hours of work

We will set your proposed hours of work. When doing so we will take into account and as far as practicable accommodate your personal, financial and family needs.

14.2 Giving you notice

Depending on your role and where you work, we may roster your hours of work. Where we do so, we will provide at least 7 days' notice of your rostered hours before the start of each 4 week work cycle.

14.3 Changing a roster that has been set

Sometimes we may need to change your roster after we have set the roster for a 4 week cycle, and we will discuss this with you and agree any proposed change to your roster. Any change during a 4 week cycle must be by agreement.

14. How will we set and change your hours of work?

14.4 Changing your hours of work

Sometimes we may need to change the hours you are currently working. Any change will be reasonable having regard to your personal, financial and family needs and the needs of the business. Unless otherwise agreed with your manager, the process for changing your hours of work is:

STEP	ACTION
One	<p>We will:</p> <ul style="list-style-type: none">• identify the hours of work we propose to set for you and our reasons for wanting you to work these hours;• give you a reasonable opportunity to consider the proposed hours, let us know your views and discuss your views with us; and• work with you to try and reach agreement about the proposed change having regard to each of our respective needs. <p>You will not unreasonably refuse to agree to the change.</p> <p>The time recommended for this step is 1 week.</p>
Two	<p>If we cannot reach agreement, an additional period will be provided so that we will continue to discuss the matter with you in an attempt to resolve any outstanding issues.</p> <p>The time recommended for this step is 1 week.</p>
Three	<p>If we cannot reach agreement we will give you at least 2 weeks' notice of the hours you will work. You can request a longer notice period in order to adjust personal circumstances to accommodate the change to hours. An extension of the period of notice will not be unreasonably withheld.</p>
Four	<p>If you are still concerned about your new hours of work you may raise a concern under clause 43 (dispute resolution) within 7 days of receiving notice under step 3. If you do this, your new hours of work will not take effect until the dispute resolution process is completed.</p>

The above process will not apply if the process under **clause 14.3** applies.

14. How will we set and change your hours of work?

14.5 We have reached agreement

If we reach agreement with you under steps 1 or 2 above, the change will apply from the beginning of the next four week cycle, unless an earlier date is agreed.

14.6 Reduction in part time hours

If you are a part time employee:

- and we reduce your hours under step 3 above, we will only reduce your weekly ordinary hours by 2 hours each 6 week period (eg, a reduction of 36 hours to 30 hours could be implemented over 18 weeks), unless otherwise agreed; and
- if we reduce your hours by 25% or more in a 12 month period, your role will be redundant and **clause 45 (redundancy)** will apply.

15. How will I be paid if I am required to work overtime?

AT A
GLANCE

This clause outlines when you will be paid for working overtime and what you will be paid. Your overtime entitlement will depend on whether you are a full time, part time, casual or shift work employee. Employees on a packaged arrangement are not entitled to overtime under this clause.

If you are a casual employee and you work overtime on a public holiday, the payment you will receive is set out in this clause. For all other employees, the payment you will receive for additional hours on a public holiday is set out in **clause 16 (public holidays)**.

15.1 Reasonable overtime

We may require you to work overtime, but only if it is reasonable taking into account:

- any risk to your health and safety;
- your personal circumstances, including your family responsibilities;
- the needs of our business;
- the notice we have given you of the overtime and the notice you have given us that you don't intend to work it; and
- any other relevant matter.

15. How will I be paid if I am required to work overtime?

OVERTIME FOR FULL TIME AND PART TIME EMPLOYEES (OTHER THAN SHIFT WORK EMPLOYEES)

15.2 When will full time and part time employees be paid overtime?

In the following circumstances:

CATEGORY	CIRCUMSTANCES IN WHICH OVERTIME IS PAID
Employees with annual Fixed Pay less than the minimum for unpackaged grade 4 employees	<ul style="list-style-type: none"> You work more than 10 hours on one day. You work more than 50 hours in a week. You work more than 152 hours in a 4 week cycle. You work outside 7am to 9pm weekdays, unless you have agreed to work: <ul style="list-style-type: none"> ordinary hours before 7am or after 9pm on a weekday, or on the weekend (under clause 12 (ordinary hours)); or additional ordinary hours, if you are a part time employee (under clause 11.9 (agreement to work additional hours)). You are a full time employee and work on days you are not rostered to work ordinary hours.
Employees with annual Fixed Pay equal to or greater than the minimum for unpackaged grade 4 employees	We direct you to work on a day that you are not rostered to work ordinary hours (including a day you have been rostered off under clause 11.4 (rostered days off)).

15.3 What are the overtime loadings for full time and part time employees?

The loadings are:

DAY OVERTIME WORKED ON	LOADING
Weekdays	<ul style="list-style-type: none"> 50% for first 3 hours 100% after first 3 hours
Weekends or rostered days off (including a day you have been rostered off under clause 11.4 (rostered days off))	100%

15. How will I be paid if I am required to work overtime?

15.4

When are full time and part time employees guaranteed a minimum payment for overtime?

In the following circumstance:

OVERTIME WORKED	MINIMUM OVERTIME PAYMENT
On a day you are not rostered to work ordinary hours (including a day you have been rostered off under clause 11.4 (rostered days off)), if you are a full time employee with annual Fixed Pay less than the minimum rate for unpackaged grade 4 employees	2 hours work based on 100% loading

OVERTIME FOR SHIFT WORK EMPLOYEES

15.5

When will shift work employees be paid overtime?

If you are a shift work employee under **clause 41 (shift work)**, in the following circumstances:

CATEGORY	CIRCUMSTANCES IN WHICH OVERTIME IS PAID
Employees with annual Fixed Pay less than the minimum for unpackaged grade 4 employees	You work in excess of your rostered hours at the direction of your manager
Employees with annual Fixed Pay equal to or greater than the minimum for unpackaged grade 4 employees	We direct you to work on a day that you are not rostered to work ordinary hours (including a day you have been rostered off under clause 11.4 (rostered days off))

15. How will I be paid if I am required to work overtime?

15.6 What are the overtime loadings for shift work employees?

The loadings are:

DAY WORKED	LOADING
Weekdays (except a day you are rostered off)	50% for first 3 hours 100% after first 3 hours
A day you are rostered off (except no overtime is paid where you work on a day you had been rostered off because you voluntarily swap shifts with another employee)	100%

15.7 When are shift work employees guaranteed a minimum payment for overtime?

In the following circumstance:

OVERTIME WORKED	MINIMUM OVERTIME PAYMENT
Where we require you to work on a day you are rostered off (except the minimum payment for 2 hours will not apply if the work is continuous with the commencement or completion of your ordinary shift)	2 hours work based on 100% loading

15. How will I be paid if I am required to work overtime?

OVERTIME FOR CASUAL EMPLOYEES

15.8 Which casual employees will be paid overtime?

Casual employees will only be paid overtime if their hourly rate (inclusive of their casual loading) is less than the minimum hourly rate for unpackaged grade 4 employees plus 25%.

15.9 When will casual employees be paid overtime and what will the loading be?

If you are a casual employee under **clause 11 (types of employment)** in the following circumstances:

CIRCUMSTANCE IN WHICH OVERTIME WORKED	LOADING
You work more than: <ul style="list-style-type: none">• 10 hours on one day.• 50 hours in a week.• 152 hours in a 4 week cycle.	75%
On a national public holiday or additional public holiday (or a substitute day)	100%
On a State or Territory public holiday (or a substitute day)	150%

15. How will I be paid if I am required to work overtime?

TIME OFF IN LIEU OF OVERTIME

15.10 Time off in lieu of overtime

We may offer you overtime on the basis that you will take time off in lieu of payment for working overtime or that you will be paid for the overtime. However, we will not require you to work overtime on the basis that you will take time off in lieu of payment for working overtime.

THE TECHNICAL STUFF

15.11 Calculating overtime

Overtime will be calculated weekly. For calculating overtime, each weekly period begins on the day we adopt as the start of the ordinary pay period. The loading will be calculated on your applicable hourly rate of Fixed Pay or, if lower, the minimum hourly rate for unpackaged grade 4 employees (pro-rated if you work part time). Overtime loadings are not cumulative.

15.12 Entitlement to other loadings and penalties

If an employee is paid overtime under this clause, no other loadings or penalties are payable for work performed as overtime (including, for casual employees, the casual loading in **clause 11 (types of employment)**) and for shift work employees, the shift loadings in **clause 41 (shift work)**. If an employee receives a loading for working on a public holiday under **clause 16 (public holidays)**, they will not be paid overtime for work on that public holiday.

15.13 References to the rate of pay for unpackaged grade 4 employees

In this clause, references to the minimum for unpackaged grade 4 employees is a reference to the minimum rate of Fixed Pay for full time unpackaged grade 4 employees in **clause 6 (minimum rates of pay)** (pro-rated for part time employees).

15.14 Time off in lieu of overtime

Any time off in lieu of overtime must be taken within 12 months and will be paid at your rate of Fixed Pay, on the basis of an hour off for an hour worked. Casual employees cannot take time off in lieu of overtime and it will not be paid on termination of your employment.

16. What public holidays can I take?

**AT A
GLANCE**

This clause sets out the days which are public holidays, when you are entitled to a day off on a public holiday and what payment you will receive if you work on a public holiday.

16.1 What days are public holidays?

The following days are public holidays:

NATIONAL PUBLIC HOLIDAYS

New Year's Day	Easter Monday
Australia Day	ANZAC Day
Good Friday	Christmas Day
Easter Saturday	Boxing Day

STATE AND TERRITORY PUBLIC HOLIDAYS

ALL STATES AND TERRITORIES	<ul style="list-style-type: none">• Queen's Birthday• Eight Hour Day or Labour Day
ACT	August Bank Holiday
NSW	August Bank Holiday
NT	Picnic Day
QLD	Brisbane Royal National Show Day
SA	Adelaide Cup Day
TAS	Easter Bank Holiday
VIC	Melbourne Cup Day
WA	Foundation Day

ADDITIONAL PUBLIC HOLIDAYS

Any other day that is declared or prescribed as a public holiday or bank holiday in the State, Territory or locality in which you work.

16. What public holidays can I take?

16.2 Substitution of public holidays

If the State, Territory or locality in which you work substitutes a day for any of the public holidays listed in this clause then the substitute day will be the public holiday. However, regardless of whether or not the State, Territory or locality in which you work substitutes a day for the below holidays, when these holidays fall on a Saturday or Sunday, a holiday will instead be observed on the substitute day in the following table:

PUBLIC HOLIDAY FALLING ON SATURDAY OR SUNDAY	SUBSTITUTE HOLIDAY
Christmas Day	27 December
Boxing Day	28 December
New Year's Day or Australia Day	The next Monday

16.3 Agreeing to substitute a public holiday

We may substitute a day for any of the holidays referred to above if we agree with:

- you;
- the Union or another employee representative
 - for part or all of our business; or
- the majority of employees directly affected
 - for part or all of our business.

16. What public holidays can I take?

16.4 Working on a public holiday

If we need work to be performed on a public holiday the process we will follow is:

STEP	TIMING	ACTION
1	At least 8 weeks before the public holiday	We will call for volunteers to work the public holiday in line with assessed staffing needs
2	6 weeks before the public holiday	If we don't have enough suitable volunteers, we may require you to work
3	Less than 6 weeks before the public holiday	If there are unforeseen circumstances (like illness, resignation, employee transfer, system maintenance, emergencies or any other necessary unplanned work) we may require you to work

If we require you to work under steps 2 or 3, where possible we will consider your needs, circumstances and preferences and the number of public holidays you have been required to work in the last 12 months.

16.5 Public holidays you don't work

You are entitled to time off without loss of pay for the ordinary hours you would have been scheduled to work.

16.6 Payment if required to work on a public holiday

If we require you to work on a public holiday you will receive the following loading:

DAY	LOADING
National public holidays	100%
State and Territory public holidays	150%
Additional public holidays	100%

This payment applies instead of overtime rates in **clause 15 (overtime)** and **clause 41 (shift work)**. If you are required to work outside your ordinary number of hours on a public holiday listed above, you will be paid for a minimum two hours work.

16. What public holidays can I take?

16.7 Time off in lieu

We may agree with you that you will take time off in lieu instead of receiving any payment under this clause, in which case you will be paid at your usual hourly rate of Fixed Pay for work on the public holiday. Any time off in lieu must be taken within 12 months and will be paid at your rate of Fixed Pay, on the basis of an hour off for an hour worked. Time off in lieu will not be paid out on termination of your employment.

16.8 Compensation for standard number of public holidays

If you are a full time employee and do not regularly work your ordinary hours over a five day (Monday to Friday) week, we will:

- pay you one fifth of your weekly Fixed Pay; or
- allow you to take an alternative day of 7.6 hours off at a time agreed with us within the next 12 months, if a public holiday falls on a day when you are not working (Monday to Friday).

If you are on leave on a day when you would have otherwise enjoyed a public holiday, that day will not be taken into account for any purpose under this **clause 16** (including this **clause 16.8**). Any hours accrued under this clause will not be paid out on termination of your employment.

THE TECHNICAL STUFF

16.9 Calculation of payments

The public holiday loadings will be calculated on your applicable hourly rate of Fixed Pay or, if lower, the minimum hourly rate of Fixed Pay for full time unpackaged grade 4 employees in **clause 6 (minimum rates of pay)** (pro-rated for part time employees).

16.10 Substitute days

If a day is substituted for any of the public holidays in this clause under **clause 16.1, 16.2** or **16.3** that day will be the public holiday for all purposes (including when you receive any additional payment under this clause) and you will not receive any additional payment for working on the original public holiday in this clause.

17. How can I work away from the office?

AT A GLANCE

We recognise that there are benefits to you, the business and customers when you are able to work more flexibly. One type of flexible working arrangement that may be available to you is working away from our office.

This clause sets out the different ways that you can work away from our office - either at a home office under a formalised arrangement (home based work) or at a location other than our office on a more ad hoc basis (agile work).

When you are working away from our office some parts of our Agreement won't apply to you. These are set out in this clause.

17.1 Home based workers

We may agree with you that you can perform work from a home office as a home based worker. If we do, we will agree with you how often you will work from your home office, your hours of work and the duration of the arrangement (including whether a trial period will apply). Following discussions with you, we'll also let you know:

- the work related technology and other equipment that we'll provide (or fund) for your home office;
- how we can both ensure your health, safety, wellbeing and security while you are working from your home office;
- the work expenses that may be incurred by you that we'll reimburse; and

- the circumstances in which the arrangement may cease and you must return to work at our office.

17.2 Other arrangements for working away from our office

If you are not a home based worker but you would like to work away from our office, you can do so if your manager approves the arrangement and you take responsibility for ensuring your health, safety and wellbeing while you are working away from our office. We call employees who work in this way, 'agile workers'.

In considering whether or not you may work away from our office as an agile worker your manager will take into account a range of things including

the nature of your role, the level of support and supervision you require, the technology you need for your role, the arrangements you propose and your performance. The arrangement must meet the requirements of the business and our customers.

17.3 Keeping in touch

If we allow you to work away from our office (either at a home office or other location as an agile worker) you must be available to perform work, or attend work related meetings or training or other work related activity, at our offices as required from time to time. We will give you reasonable notice if you are required to attend our offices.

17. How can I work away from the office?

THE TECHNICAL STUFF

17.4 Some parts of our Agreement will not apply to you

When you are working away from our office as a home based or agile worker under this clause, some parts of our Agreement won't apply to you, or will only apply in specific circumstances:

- if you work ordinary hours before 6am or after 9pm weekdays, or on the weekend, you will not be paid any loading for doing so under **clause 12.2 - 12.4 (loadings during ordinary hours)**, unless we have agreed you can work those hours.
- in **clause 7 (allowances and reimbursements)**:
 - **clause 7.8 (about travelling to and from work)** and **clauses 7.15 - 7.17 (meal allowance)** will only apply if your manager requires you to travel to our office to perform work, or attend work related meetings, training or another work related reason;

- **clause 7.7 (incidental travel expenses)** will only apply if you:

- are travelling for work and **clause 7.6 (going on a business trip)** applies; and

- are a home based worker and your manager requires you to travel to our office to perform work, or attend work related meetings, training or another work related reason;

- the following clauses will only apply if you are a home based worker and your manager requires you to travel to our office to perform work, or attend work related meetings, training or another work related reason:

- **clause 7.1 (using your car for work)**;
- **clauses 7.4 - 7.5 (travelling time allowance)**.

These clauses do not apply to agile workers.

- **clause 11.9 (agreement to work additional hours)** will not apply. If you are a part time employee working away from our office, you and your manager may agree you will work additional hours

and you will be paid your hourly rate of Fixed Pay for those hours (whether the agreement is within a week of the hours being worked or otherwise).

17.5 Working throughout the day

If you work away from our office, you and your manager may agree that you will work your hours on a given day, in more than one work period, and the period of any break between work periods will be unpaid.

17.6 The location of your role

If you work from home as a home based worker, the location of your role will be your home. If you work away from our office as an agile worker, the location of your role will not change and will remain at our office. This location of your role will be used to determine the comparability of any future roles in circumstances of redundancy and whether you are entitled to extra annual leave for working in a remote location (see **clause 23 (annual leave)**).

18. How can I take flexible lifestyle leave?

AT A GLANCE

We know that you have a range of personal, family and lifestyle needs and require different flexibility arrangements. Our proposed 12 weeks' flexible lifestyle leave is a new benefit that offers you more choice in how and when you work.

We want to be able to provide you with the level of flexibility that works for you and allows you to meet your flexible lifestyle needs and achieve your aspirations at work (provided of course that our business and customer needs continue to be met).

Flexible lifestyle leave can be taken on a paid (through purchased leave) or unpaid basis.

In this clause we set out what you need to know about flexible lifestyle leave.

18.1 Flexible lifestyle leave

Flexible lifestyle leave is designed to help you meet your personal, family and lifestyle needs and achieve your aspirations at work. The general principles about flexible lifestyle leave are:

- you can approach your manager throughout the year to request their approval for you to take up to 12 weeks' flexible lifestyle leave. Flexible lifestyle leave can be on a paid (through purchased leave) or unpaid basis.
- if your manager approves you taking flexible lifestyle leave, the timing of your leave will be discussed and agreed with your manager.

- in considering your requests, your manager will take into account a range of things, including your personal circumstances and our business and customers needs.
- before taking flexible lifestyle leave, you must have taken any annual or long service leave you have accrued.
- if you take paid flexible lifestyle leave, and your employment ends before you have paid for any leave already taken, you agree that we will deduct the amount you still owe us from your final payment (and we will reimburse you for any untaken purchased leave).

If you are interested in taking flexible lifestyle leave, take a look at our policy which provides more detailed information.

THE TECHNICAL STUFF

18.2 Taking leave

You shouldn't purchase any paid leave until you've spoken to your manager and they have approved you taking flexible lifestyle leave. On occasion, even if your manager has approved the timing of you taking flexible lifestyle leave with you, business and customer needs may mean that your leave will need to be rescheduled. Your manager will discuss any need to reschedule your flexible lifestyle leave with you as soon as practicable, and will consider your personal circumstances in making a decision about rescheduling.

19. What flexible work arrangements are available?

AT A
GLANCE

We know that some of you have particular personal and family circumstances and commitments which require flexibility in your working arrangements. We want to be able to provide you with the level of flexibility that works for you and allows you to meet your personal and family commitments (provided of course that our business and customer needs continue to be met).

In this clause we set out what you need to know about flexible working arrangements.

19.1 Your flexible working arrangement

There are particular times in your working life when you need a bit of extra flexibility in your working arrangements – it might be a change in hours, working part time or working at a different location. Under the National Employment Standards, you may be able to apply for a flexible working arrangement because it will help you deal with certain circumstances that arise.

19.2 Changing the way you work

If you are interested in a flexible working arrangement, speak to your manager about what you're thinking. Any request to work a flexible working arrangement under **clause 19.1** will be considered in accordance with the National Employment Standards.

19.3 Raising a concern

If you have a concern about a matter arising under this clause, you can progress it under **clause 43 (dispute resolution)**.

20. How can I change the Agreement to suit my needs?

**AT A
GLANCE**

While there are lots of options about how you work in this Agreement, sometimes they won't fit your exact circumstances and we will need to agree with you to vary the Agreement so that you can work how you want to.

You and your manager can make a written agreement to change how any of the following terms in the Agreement apply to you:

- arrangements about when work is performed
 - overtime rates
 - penalty rates
 - allowances
 - annual payment
-

20.1 I need something that works for me

It is important for your working arrangements to meet the genuine needs of both you and us. Where you request (including after a discussion with us), we may genuinely agree with you to make what we're calling a 'Flexibility Agreement' to change how some parts of the Agreement apply to you.

20.2 What can I change?

In your Flexibility Agreement we may both agree to change any of these terms:

- arrangements about when work is performed;
- overtime rates;
- penalty rates;
- allowances; and
- annual payment.

20.3 Details of the Flexibility Agreement

Flexibility Agreements must be in writing and will include details of how the arrangement will work. We'll provide you with the written agreement within 14 days of it being agreed. It will include:

- some formalities - your name, our name, the date it commences and our signatures (or the signature of your parent or guardian if you are under 18);
- details of which terms of the Agreement will be varied and how they will be varied;
- details of how you will be better off overall under the Flexibility Agreement.

20. How can I change the Agreement to suit my needs?

20.4 How can I end the arrangement?

Either you or us may decide that the arrangement doesn't work for them anymore. If this happens, either you or us may terminate the Flexibility Agreement with either 28 days' notice (unless legislation provides for a longer period), or at a time both parties have agreed in writing.

THE TECHNICAL STUFF

20.5 Content of the Flexibility Agreement

We'll make sure the Flexibility Agreement is only about 'permitted matters' and does not include any 'unlawful terms' (as defined in the Fair Work Act). We must ensure that any Flexibility Agreement would result in you being better off overall than if no Flexibility Agreement were agreed.

20.6 Information for the Union

The Union may request information about Flexibility Agreements every 6 months. If this information is requested, on a strictly confidential basis we will provide the Union with a breakdown of the number of Flexibility Agreements made in the previous 6 month period, and the grade, gender and business units to which the Agreements relate.

21. When can I take my birthday leave?

**AT A
GLANCE**

In 2017, we're excited to be celebrating our 200th year as a company. To celebrate we're giving you a day off on your birthday.

This clause sets out the process for taking birthday leave.

21.1 Your birthday for our birthday

We're very excited to be celebrating our 200th birthday as Australia's first company on 8 April 2017. To celebrate this significant milestone we're giving you a paid day off on your birthday during our birthday year (8 April 2017 - 7 April 2018).

21.2 Taking birthday leave

We encourage you to take your birthday leave on or close to your birthday - or if that's not practicable, on another day (provided of course that our business and customer needs continue to be met and your manager has approved when you will take your leave).

21.3 Payment for birthday leave

When you take birthday leave you will be paid your Fixed Pay for the ordinary hours you would otherwise have worked.

THE TECHNICAL STUFF

21.4 Notice

You must give your manager as much notice as possible of when you would like to take your birthday leave.

21.5 You haven't taken your birthday leave

You will not receive any payment for your birthday leave if your employment terminates before you take the leave (or you do not take it within 12 months of our birthday).

21.6 This clause does not apply to everyone

This clause only applies to you if you are employed with us on 8 April 2017.

22. When can I take a lifestyle and wellbeing day?

AT A
GLANCE

Your wellbeing is important to us and we recognise that sometimes you need a bit of extra time to focus on it. So each year, we're giving you a paid day off to focus on your lifestyle and wellbeing. This is in addition to your annual and personal/carer's leave entitlements.

22.1 Lifestyle and wellbeing day

Each year of your service, you may take one paid lifestyle and wellbeing day. This day may be used for any lifestyle and wellbeing related reason.

22.2 Taking your lifestyle and wellbeing day

We encourage you to take your lifestyle and wellbeing day when it best suits you (provided of course that our business and customer needs continue to be met and your manager has approved when you will take the leave).

22.3 Payment for your lifestyle and wellbeing day

When you take your lifestyle and wellbeing day you will be paid your Fixed Pay for the ordinary hours you would otherwise have worked.

THE TECHNICAL STUFF

22.4 Notice

You must give your manager as much notice as possible of when you would like to take your lifestyle and wellbeing day.

22.5 You haven't taken your lifestyle and wellbeing day

We encourage you to take your lifestyle and wellbeing day within the relevant year as it does not accrue from year to year, cannot be taken if you are under notice of termination and is not paid out on termination of your employment.

AT A
GLANCE

23. What annual leave do I get?

We provide lots of choices about taking time away from work - so that you can ensure your health and wellbeing, spend time with your friends and family, pursue your interests and fulfil your other commitments.

This clause provides for:

- 4 weeks' annual leave each year
 - Extra week of annual leave each year if you perform Continuous Shift Work
 - Extra week of annual leave each year if you work in certain Remote Locations
 - Ability to cash out excess annual leave
-

23.1 Take a break

Time out is really important - we all work hard and have busy lives. For this reason, you should take the 4 weeks of annual leave you will get each year of service. If, for some reason you don't want to take all your leave in a particular year, at a minimum you must take at least 10 days' annual leave in a row during the year. You and your manager should schedule your leave having regard to your personal circumstances and preference.

23.2 Requiring you to take a break

We are serious about you taking leave and sometimes we will require you to take annual leave - but we'd only do that if it's reasonable (eg, you have an excessive accrual of leave, we shut down part or all the business like we sometimes do at Christmas, or if you haven't taken 10 day's leave in a row that year). If we require you to take annual leave, we will give you a minimum of 4 weeks' notice that you need to take annual leave and if you don't have accrued annual leave to take you can choose to take either annual leave in advance of it accruing, unpaid leave or another form of leave you are eligible to take (eg, long service leave).

23.3 Extra annual leave

We will give some people additional annual leave. If you work Continuous Shift Work you will receive an additional 5 days' annual leave per year. If you work for a full year in a Remote Location, at the end of the year we will give you an additional 5 days' annual leave.

23.4 Taking annual leave early

Sometimes we might agree for you to take some of your annual leave before it accrues. If this happens, and you stop working for us before the leave accrues, you will need to reimburse us for the annual leave taken early (we will usually simply deduct it from any final payment we make to you).

23. What annual leave do I get?

23.5 Letting us know

You must give us as much notice as possible of the dates of your proposed annual leave. We will not unreasonably decline your request for annual leave. In considering whether to approve your request and the timing of your leave, your manager will take into account a range of things, including your personal circumstances and our business and customer needs. We will respond to a request for leave as soon as practicable and we will not unreasonably refuse to agree to a request.

23.6 Cashing out excess leave accruals

We want you to take your annual leave but we understand that from time to time you may accrue excess leave and would prefer to receive a payment for the leave. If this is something that interests you, speak to your manager. Basically, to cash out some of your annual leave:

- you must have more than 8 weeks' annual leave accrued - you may cash out accrued annual leave in excess of 8 weeks;
- you and your manager will need to agree to a plan about reducing your remaining annual leave balance (which must include taking at least 10 days' annual leave in a row in the following 6 months);
- you will receive payment of what would have been payable to you if you'd taken the annual leave that you have cashed out. This payment will be made in the pay period after you commence the minimum 10 days' annual leave referred to above; and
- the above arrangements need to be agreed by your manager and will be recorded in writing.

24. What personal/carer's leave do I get?

AT A GLANCE

This clause provides for:

- 12 days' personal/carer's leave each year
- 2 days' unpaid carer's leave on each occasion if you run out of paid personal/carer's leave
- Extra unpaid carer's leave with your manager's agreement
- Ability to use your personal/carer's leave for preventative health care and to go with your partner to pregnancy related appointments

24.1 Your personal/ carer's leave

We know that sometimes you (or your loved ones) get sick and you may need some time off work. You will get 12 days' personal/carer's leave each year of service.

24.2 Accrual of personal/ carer's leave

In your first year of employment, your personal/carer's leave will accrue at 3 days per quarter (starting from when you join us) and after that will accrue at 12 days' each anniversary of your employment (which may be adjusted for any unpaid leave you take during the year). Any untaken personal/carer's leave accrues from year to year.

24.3 Taking personal/ carer's leave

If you cannot work because you are sick

or injured, or you need to care for or support an Immediate Family Member who is sick, injured or affected by an unexpected emergency, you may take personal/carer's leave.

24.4 Looking after your health

We understand that sometimes you will need to plan appointments with your health professionals (dentist, specialist etc) during work hours. Each year you can use up to 5 days of your personal/carer's leave for these appointments at a time approved by your manager.

24.5 We're having a baby!

If your partner is having a child, you may take up to 1 day of your personal/carer's leave (which can be taken in a couple of blocks of a few hours) to attend medical

appointments related to the pregnancy at a time approved by your manager.

24.6 Some extra carer's leave

If you run out of paid personal/carer's leave, you can take up to two days' unpaid carer's leave if you need it on each occasion. If you need more than two days, speak to your manager about whether you can take some additional unpaid carer's leave. You and your manager may also agree to you taking paid leave and working 'make-up time' - this means that you can make up the paid time you take off, by working it at another time on an unpaid basis (regardless of when you work those hours).

24. What personal/carer's leave do I get?

24.7

You are a casual employee

If you are a casual employee and need to care for or support an Immediate Family Member who is injured or affected by an unexpected emergency, you may be absent from work for up to 2 days (unless we agree a longer period). You won't be paid during your absence. The other benefits in this clause won't apply to you.

24.8

Letting us know

We need to plan for your absence, so you must give your manager as much notice of your absence as possible and explain the likely duration and reason for your absence. At a minimum the notice you must give your manager (and the evidence we may ask for) is:

TYPE OF LEAVE	NOTICE YOU MUST GIVE US IN (WHICH MAY BE IN WRITING)	EVIDENCE WE MAY ASK FOR
<ul style="list-style-type: none"> Personal/carer's leave if you are sick or injured or an Immediate Family Member is sick, injured or affected by an emergency (clause 24.3) Unpaid carer's leave (clauses 24.6 and 24.7) 	<ul style="list-style-type: none"> At least 2 hours before you are due to start work, unless that is not possible, in which case as soon as practicable 	<p>If you have been absent on more than 2 single days' for personal/carer's leave in a 12 month period or are absent for more than 2 consecutive days, you may be required to provide:</p> <ul style="list-style-type: none"> A medical certificate, if your manager asks you to do so when you contact them about your absence; A statutory declaration (which can be requested at any time); or <p>If you take carer's leave, you can provide a medical certificate or a statutory declaration.</p>
<ul style="list-style-type: none"> Leave for preventative health care appointments (clause 24.4) Leave for your partner's pregnancy related medical appointments (clause 24.5) 	<ul style="list-style-type: none"> At least 2 weeks' notice, unless your manager agrees to a shorter period 	<ul style="list-style-type: none"> A medical certificate from a registered medical practitioner. If your leave is related to an appointment with a health practitioner: <ul style="list-style-type: none"> A written referral from a registered medical practitioner to the health practitioner; or A registered medical practitioner's written statement that the treatment from the health practitioner was necessary.

25. What parental leave do I get?

AT A GLANCE

This clause provides for:

- 13 weeks' paid parental leave for the Primary Carer
- 2 weeks' paid parental leave for the Support Carer
- Up to 24 months' unpaid parental leave if you have a responsibility for the care of the child
- Up to 8 weeks' unpaid parental leave if you have a responsibility for the care of the child (and your spouse is also on parental leave)
- 2 days' unpaid leave to work through arrangements for adoption
- Superannuation contributions for parental leave for up to 2 years after birth or adoption

25.1 Paid parental leave

We all know that you can take unpaid leave to care for the newest member of your family (see below). But we want to provide some additional support by paying for some of your parental leave (of course, any period of paid parental leave will count towards the total unpaid leave you can take). Here's what it looks like:

YOU ARE ELIGIBLE FOR PAID PARENTAL LEAVE IF YOU ARE...	YOU GET PAID PARENTAL LEAVE OF UP TO...	THE PAID PARENTAL LEAVE...
The Primary Carer	13 weeks	<ul style="list-style-type: none">• Commences when you start parental leave• Must be taken before your child is one, if the leave is birth related - or if the leave is adoption related, before your child turns 5• Is reduced by any paid leave you have as a Support Carer• Can be taken at half pay (ie, 26 weeks) - and any annual leave or long service leave you take during your parental leave can also be at half pay
The Support Carer	2 weeks	<ul style="list-style-type: none">• Can be taken in the first 4 weeks after the birth or adoption of your child• Can be taken when your spouse is also on parental leave

25. What parental leave do I get?

25.2

Your unpaid parental leave

The unpaid parental leave you are entitled to looks like this:

IF YOU HAVE A RESPONSIBILITY FOR THE CARE OF THE CHILD AND ...	YOU GET UNPAID PARENTAL LEAVE OF UP TO...	THE UNPAID PARENTAL LEAVE
You are taking parental leave - and the only time your spouse is on parental leave is when they take their entitlement of up to 8 weeks' unpaid parental leave (see below)	24 months	<ul style="list-style-type: none"> • Will be reduced by any parental leave (paid or unpaid) that your spouse takes (ie, you and your spouse can take 24 months' parental leave between you) • Must be taken before your child turns 2, or within 2 years of placement of a child for adoption who is under 16 years old (and has not lived continuously with you for 6 months or more and is not a child of your spouse) • Includes any period of paid parental leave, annual leave, public holidays or long service leave you take during your parental leave
You are taking parental leave - and your spouse is also on parental leave (see above)	8 weeks	<ul style="list-style-type: none"> • Can be taken when your spouse is also on parental leave • Can be taken any time from the birth or placement, to when your child is 1 • Includes any period of paid parental leave you take or any unpaid parental leave you take when your spouse is not on parental leave

25. What parental leave do I get?

25.3 Taking leave at the same time as your spouse

Parental leave is generally only available to one parent at a time. However, you and your spouse may take a period of parental leave at the same time if one of you is taking paid leave as the Support Carer or the entitlement to up to 8 weeks' unpaid parental leave in **clause 25.2**.

25.4 It doesn't matter how long you've been with us

It doesn't matter whether you've worked with us for one week or 10 years – you will still receive your paid and unpaid parental leave.

25.5 Both parents work at Westpac

It doesn't matter if both you and your spouse work with us – you can both have up to 13 weeks' paid leave as the Primary Carer, and up to 2 weeks' paid leave as the Support Carer (as set out in the table above).

25.6 How much you will be paid

If you are a full time employee, your paid parental leave will be based on your Fixed Pay. If you are a part time employee or eligible casual, your paid parental leave will be based on the average weekly hours you worked in the 12 months' prior to commencing parental leave. Any shift allowances and loadings will not be included in calculating your paid parental leave.

25.7 But wait there's more – superannuation contributions

If you take the entitlement to up to 24 months' unpaid parental leave in **clause 25.2**, you can apply for us to make superannuation contributions for the period of your unpaid parental leave. The maximum period for which the superannuation contributions will be made is 2 years (including any period of paid parental leave) from the birth or placement of the child. If you wish to apply for this benefit you must do so within 6 months of returning from parental leave. Our policy provides more detailed information

about this benefit.

25.8 Superannuation on unpaid parental leave

Any superannuation contribution we make for your period of unpaid parental leave will be paid as a lump sum at the relevant contribution rate at the time you return to work (currently 9.5% of OTE). We will use your Fixed Pay at the time you commenced parental leave to calculate this amount (pro-rata for part time employees). If you are an eligible casual, the superannuation contribution would be based on the average weekly hours you worked in the 12 months prior to commencing parental leave. This benefit is only available for unpaid parental leave taken from 1 January 2016.

25.9 Arranging adoption

If you are looking to adopt a child, you may take up to 2 days' unpaid leave to go to interviews or examinations which are part of the adoption process. If you need more than 2 days, discuss it with your manager. If you have paid leave available, we may require you to take paid leave instead.

25. What parental leave do I get?

25.10 Extending your parental leave

We know that sometimes it's difficult to assess how much parental leave to take - and that plans change when you have your child. If you originally take less than your full period of unpaid parental leave but decide that you want to extend your unpaid parental leave, you should let us know as soon as you can. If you want to extend your leave more than once, discuss it with your manager.

25.11 A bit of work on the side

During parental leave, we may agree for you to return and do some casual or part time work with us. If you do this, it won't extend the period of your parental leave.

25.12 Coming back to work

Let us know in advance when you are coming back to work so we can get things organised for your return. When you return to work you can return to your substantive position. As you know, our business is dynamic and sometimes positions change. If your position

no longer exists, but there are other positions available that you are qualified for and capable of performing, you will be entitled to a position as nearly comparable in terms of pay and status.

25.13 Changing the way you work when you return

We know what it's like to juggle parenthood and work. It may help you balance your commitments to work on a flexible basis (eg, changes to hours or pattern of hours) when you return to work after being absent on parental leave. You should discuss with your manager any change you propose to your working arrangements when you return from parental leave. It's best if you talk to your manager at least 2 months before you are scheduled to return to work. Your proposal will be seriously considered and if not agreed it would only be for reasonable business reasons (eg, impact on customer service, loss of efficiency, cost, no replacement staff etc).

25.14 I'm pregnant and would like to reduce my hours

If you want to work part time for any period while you are pregnant, talk to your manager about whether arrangements can be made.

25.15 I would like to work in a different position

If a doctor says that you can't perform your position for any period while you are pregnant, because it is not safe for you to do so (but it is OK for you to work generally), you will be transferred to a suitable position (and your Fixed Pay will remain the same). If a suitable position cannot be found, you may take paid leave for the relevant period.

25. What parental leave do I get?

25.16 Special maternity leave

If you need to take special maternity leave, speak to your manager about your leave arrangements. Your leave will be in accordance with the National Employment Standards. Up to 13 weeks of special maternity leave can be paid leave. We will make arrangements for you to return to work from special maternity leave within 4 weeks of you letting us know you want to return and you being able to do so.

25.17 What we'll tell your replacement

You'll understand that we usually need to engage someone to perform your position while you are on parental leave. Where we do this, we'll tell your replacement that they are in the position on a temporary basis and that you have a right to return to the position at the end of your parental leave.

25.18 Things you should let us know about

Don't be a stranger while you are on parental leave - stay in touch with us. In particular, you should let us know about any important matters that will affect your decision about how long you take parental leave, whether you plan to return to work and if you would like us to consider whether you can return to work on a part time basis. Of course, also let us know any change to your contact details, so we can stay in touch with you.

25.19 You are a casual employee

If you are an Eligible Casual this clause will apply to you. The benefits in this clause won't apply to other casuals.

25. What parental leave do I get?

25.20

Letting us know

We need to plan for your absences, so you must let us know when you will be taking parental leave (unless the birth is early, or adoption arrangements change). The notice you must give us (and the evidence we may ask for) is:

NOTICE YOU MUST GIVE IN WRITING	EVIDENCE WE MAY ASK FOR
<p>For parental leave related to birth:</p> <ul style="list-style-type: none">• At least 10 weeks before you propose commencing leave (or at least 4 weeks for the second and subsequent period of leave when your spouse is also on leave), let us know the start and finish dates of your leave• At least 4 weeks before you propose commencing the leave, confirm the start and finish dates of your leave <p>For parental leave related to adoption:</p> <ul style="list-style-type: none">• At least 4 weeks before you propose commencing your leave, let us know the proposed date your leave will start	<ul style="list-style-type: none">• A statutory declaration which specifies: any leave your spouse has taken or proposes to take; that you will have a responsibility for the care of the child (or if you want to take leave as the Primary Carer, that you will have primary responsibility for the care of the child during normal business hours)• A medical certificate from a registered medical practitioner confirming the pregnancy and the expected or actual birth date (for birth related leave)• Confirmation from the relevant Government department of the placement (for adoption related leave)

26. What grandparental leave do I get?

AT A GLANCE

This clause provides for:

- 1 year of grandparental leave to care for a grandchild under 5
 - Ability to take leave flexibly - in a single block, a number of blocks, a regular day off etc
-

26.1 One of the joys of life

We hear you when you say you want to spend time with your grandchildren (while handing them back at the end of the day...) - so we created grandparental leave.

26.2 About grandparental leave

You may take unpaid grandparental leave for up to 1 year so that you can be the Primary Carer for your grandchild before they turn 5. You and your manager will need to agree when and how you take the grandparental leave - in a single block, a number of blocks, a regular day each week or some other arrangement that works for both you and us.

26.3 You can take annual leave or long service leave

It's fine if you want to take annual leave or long service leave during the grandparental leave, but this won't extend the period of grandparental leave.

26.4 A couple of conditions

Unless otherwise agreed with your manager you must have worked with us for at least 6 months before taking grandparental leave and you can only take the leave in relation to one of your grandchildren.

26.5 Returning to work

When you return to work after your grandparental leave, it will be to your substantive position unless your position no longer exists (in which case **clause 45 (redundancy)** will apply).

26.6 Letting us know

We need to plan for your absence, so you must apply for grandparental leave at least 10 weeks prior to the proposed commencement date. We won't unreasonably refuse an application and may require you to provide evidence about your grandparental leave arrangements.

27. What long service leave do I get?

AT A GLANCE

This clause provides for:

- Ability to take long service leave flexibly – as single days, as part of a flexible work arrangement, in a series of shorter periods or in one continuous period
- An entitlement to take long service leave after 10 years' service
- Ability to cash out long service leave, subject to applicable law

THE BASICS

27.1 How much long service leave do I get?

Unless this clause provides otherwise, your long service leave entitlement is:

- after 15 years' Service - 13 weeks' long service leave;
- for each subsequent 10 years' Service - 8 2/3 weeks' long service leave.

27.2 Taking long service leave

You should take your long service leave as soon as you can after it has accrued, taking into account business and customer needs, and with your manager's approval.

27.3 Taking long service leave early

You can start taking your accrued long service leave after 10 years' Service with your manager's approval. At this time you will have accrued 8 2/3 weeks' long service leave. We may also agree to you taking long service leave before you have completed 10 years' Service. If your employment subsequently ends we may deduct from any amounts owing to you an amount equivalent to the long service leave that has been taken early.

27.4 Requiring you to take a break

We may require you to take long service leave on up to 3 occasions each accrued entitlement. If this occurs we will give you a minimum of 6 weeks' notice (unless we agree a shorter period) that you need to take leave.

27.5 Public holidays during your break

Any public holidays that fall during your long service leave will not count as long service leave.

27. What long service leave do I get?

27.6

Payment for long service leave

Payment for long service leave will be based on your full-time equivalent Fixed Pay at the time you take the leave. If you have worked on a part time basis for some of your employment, this payment will be pro-rated to take into account the periods of Service which you worked full time and part time. Penalties, loadings, commissions, bonuses or other allowances will not be paid during long service leave.

27.7

Payment if your employment ends

You will receive a payment for long service leave on termination of your employment in the following circumstances:

SERVICE	CIRCUMSTANCES
5 years but less than 10 years	<ul style="list-style-type: none">• If you resign and you have received a payment for total and permanent disablement.• If you are retrenched.• If you pass away.
10 – 15 years	<ul style="list-style-type: none">• If you resign, for any reason.• If we terminate your employment for any reason except serious and wilful misconduct.• If you pass away.
More than 15 years	<ul style="list-style-type: none">• In any circumstance.

This payment is calculated on a pro-rated basis of 13 weeks' long service leave for 15 years' Service (less any long service leave that you have already taken).

27. What long service leave do I get?

FLEXIBILITY IN TAKING YOUR LONG SERVICE LEAVE

27.8 Flexible ways to take long service leave

We encourage you to take your long service leave in a way which best suits you (provided of course that our business and customer needs continue to be met and your manager has approved the leave). This means you can request to take your long service leave in one continuous period, in a number of flexible shorter periods, as single days, hours or as part of a flexible work arrangement. The timing, duration and periods of long service leave must be agreed with your manager.

27.9 I've got lots of long service leave accrued

We encourage you to take your long service leave. That said, you may prefer to cash out some or all of that leave. If this is something that interests you, speak to your manager about whether they will approve it. To cash out long service leave you must have at least 10 years' Service and it must be allowed under applicable legislation.

PRESERVED ARRANGEMENTS FOR SOME EMPLOYEES

27.10 Your long service leave

If you are a Preserved Long Service Leave Employee **clauses 27.1, 27.3, 27.6** and **27.7** do not apply to you. Instead you will accrue and be paid long service leave:

- if you are in South Australia or the Northern Territory, in accordance with South Australian legislation; and
- if you are anywhere else, in accordance with New South Wales legislation.

28. What compassionate leave do I get?

**AT A
GLANCE**

This clause provides for:

- 2 days' paid compassionate leave
 - Extra 2 days' paid compassionate leave if an Immediate Family Member's funeral is overseas
-

28.1 When can I take compassionate leave?

Unfortunately, from time to time our Immediate Family Members can develop a life threatening illness, sustain a life threatening injury or pass away. If that happens, you can take 2 days' paid compassionate leave.

28.2 Going to a funeral overseas

If the funeral of an Immediate Family Member is held overseas, you can take an additional 2 days' paid compassionate leave.

28.3 Your close friends and relatives

If a close relative or friend passes away, your manager may agree that you can take the compassionate leave outlined in this clause.

28.4 You are a casual employee

If you are a casual employee and an Immediate Family Member passes away in Australia, you may be absent from work for up to 2 days (unless we agree a longer period). You won't be paid during your absence. The other benefits in this clause won't apply to you.

28.5 Letting us know

We need to plan for your absence, so you need to give your manager as much notice of your absence as possible and explain the likely duration and reason for your leave. At a minimum you must give your manager:

- notice of your absence at least 2 hours before you are due to start work, unless that is not possible, in which case as soon as practicable; and
- satisfactory evidence of your Immediate Family Member's illness, injury or death (which may include proof of attendance at a funeral outside Australia).

29. What jury duty leave do I get?

**AT A
GLANCE**

This clause provides for paid leave for the duration of jury duty.

29.1 Payment during jury duty

During jury duty, we will pay you your usual Fixed Pay. Any payment you receive from the government for jury duty must be provided to us.

29.2 Letting us know

We need to plan for your absence, so you must let us know as soon as possible about dates you are required to attend jury service. We may request that you provide proof of attendance, duration and any amounts received for attendance.

30. What community service leave do I get?

**AT A
GLANCE**

This clause provides for leave to volunteer to support your community in times of emergency and natural disaster

30.1 About community service leave

We encourage and support you to give back to the community. One way you can do this is through volunteering as a member of a recognised emergency management body (eg, the SES or Rural Fire Service) to help deal with emergencies and natural disasters.

30.2 Taking community service leave

You can take unpaid community service leave where you volunteer with a recognised emergency management body and are required to help deal with an emergency or natural disaster - this leave includes any reasonable travel time associated with the activity and reasonable rest time after the activity.

30.3 Letting us know

Before you take community service leave, you should discuss it with your manager and provide us with as much notice as possible and the expected duration of your absence. Of course, in some instances you may not be able to provide us with notice in advance. We may request that you provide proof that you have been or will be absent for community service activities.

31. What support is available for domestic and family violence?

**AT A
GLANCE**

We are committed to supporting our employees who are experiencing domestic and family violence or are providing support to an Immediate Family Member or household member who is experiencing domestic and family violence. We want to provide a working environment in which you feel safe and supported and in which you can raise matters.

This clause outlines the support we provide employees in circumstances of domestic and family violence.

31.1 Supporting you through domestic and family violence

Providing a supportive working environment in which you'll feel comfortable speaking up and seeking help and support if you experience domestic and family violence is important to us. If you need to know more about the support we provide, or you are providing care or support to an Immediate Family Member or household member who is experiencing domestic and family violence, take a look at our policy.

31.2 10 days' leave

If you are experiencing domestic and family violence, or are providing support to an Immediate Family Member or household member who is experiencing domestic and family violence, you can access up to 10 days' special paid leave per year for reasons relating to your situation (eg, to attend legal proceedings, medical appointments or to seek counselling – or to provide support during these activities). This means you can take the leave in one continuous period, in a number of shorter periods or as single days or hours.

31.3 Access to counselling support services

If you are experiencing domestic and family violence, or are supporting an Immediate Family Member or household member who is experiencing domestic and family violence, you can access our confidential, professional counselling and support services.

31.4 Confidentiality

We will take all reasonable measures to treat information relating to domestic and family violence confidentially, and only disclose the information if required by law or for safety reasons.

31. What support is available for domestic and family violence?

31.5

Access to flexible work arrangements

If you are experiencing domestic and family violence, or are supporting an Immediate Family Member or household member who is experiencing domestic and family violence, and you would like to work flexibly, you should speak to your manager about the arrangements that can be made. Flexible arrangements may include changes to hours, pattern or location of work.

31.6

Treatment

We will not treat you detrimentally in your employment or career development because you have been the subject of domestic and family violence.

31.7

Reducing the risk in the workplace

We want to create a safe working environment for you. You and your manager should work together to consider how to reduce any risk of domestic and family violence occurring in our workplace.

THE TECHNICAL STUFF

31.8

Notice and evidence of your leave

You must give your manager as much notice as possible if you will be away on domestic and family violence support leave and the reason for your leave. We may also require you to give us evidence about the reason for your absence on leave. This may include a medical certificate, statutory declaration or a document from the police, a court or a recognised domestic and family violence support service.

31.9

Payment for leave

If you take special paid leave under this clause, you will be paid your Fixed Pay for the ordinary hours you would otherwise have worked.

32. What is the technical stuff for the leave clauses?

32.1 Evidence of your leave

We will only approve your leave if you provide the notice and evidence we require. If we do not approve your leave, you are not entitled to take the leave and you will not be paid for the period of leave.

32.2 Service

If you are absent on unpaid leave, it will not count as service for calculating any service related benefit in our Agreement (unless otherwise specified and subject to applicable law). However, your absence on unpaid leave will not break your continuity of service.

33. What is our approach to staffing?

AT A
GLANCE

We value you and know that you are key to us achieving our goal of providing excellent service to our customers and fulfilling our business requirements. We also know you can't do it alone.

We aim to get staffing right to ensure that we are adequately resourced.

This clause sets out our approach to staffing.

33.1 Our approach to staffing

We recognise that getting staffing right is important - it not only ensures that we remain adequately resourced and you are supported but also assists us to continue to provide excellent service to our customers. It also means workloads for unpackaged employees should be completed during ordinary hours. We are committed to fully staffing workplaces in accordance with our staffing methodologies. We regularly review staffing methodologies and relevant local factors to ensure each workplace is adequately staffed. Local factors include staff experience, market demographics, business opportunities, our obligations under our Agreement and training we determine is appropriate to perform the required work.

33.2 There is a vacancy

We will take all reasonable steps to fill vacancies promptly consistent with business needs.

33.3 Someone is absent

We aim to have appropriate coverage when it is required because of staff absences. Of course, sometimes coverage of an absence is not possible. However, we will take all reasonable and practicable steps to address any significant impact staff absences have on our staff and customers - including using methods such as relief staff, casual employees, changes to rosters, deferral of work and overtime.

33.4 Training

We will provide you and any relief staff with appropriate training. We will also ensure relevant employees are trained in the use of appropriate tools and techniques for scheduling.

33.5 What to do if you have a concern

We are committed to assessing and rectifying concerns about staffing where necessary. If you have a concern about staffing you should raise it with your manager. If your concern is not resolved, you may progress it under **clause 43 (dispute resolution)**.

33. What is our approach to staffing?

33.6 Information about staffing

If requested by the Union or an affected employee, we will provide the Union or the affected employee with relevant information about staffing complements across business units to assist understanding of our deployment of staff in line with our staffing methodologies.

34. How will my performance objectives be set?

AT A GLANCE

Assessing your performance is important for many reasons – from recognising your achievements, to identifying training and development needs and ensuring the needs of our customers are met.

We will make our expectations in relation to your performance clear by setting performance objectives and behavioural expectations at the beginning of each performance period.

This clause sets out the process for setting performance objectives and behavioural expectations and determining whether they have been met.

34.1 Setting performance objectives and behavioural expectations

The performance objective setting and assessment process will be fair and transparent and will include performance objectives and behaviours.

We will let you know the performance objectives (including targets) and values based behavioural expectations at the beginning of the performance period.

Performance objectives (including targets) and behavioural expectations will:

- reflect our objectives and values;
- be easy to understand;
- reflect the work being done during the relevant period;

- be fair and transparent; and
- apply for a defined period.

In setting performance objectives (including targets) and behavioural expectations and determining whether they have been met, we will take into account a number of factors including but not limited to:

- market factors;
- your experience;
- staffing levels at your location;
- your anticipated absence from normal duties;
- provision of training required to perform your current role (while recognising that you also have an accountability in relation to training); and
- the needs of the business and our customers.

34.2 Feedback

If you have any feedback about your performance objectives and behavioural expectations for a particular performance period, please provide it to your manager for consideration.

34.3 Approved absences

If you have been absent from normal duties with our approval during the performance period, and it has materially impacted your performance rating, we will take your absence into account in assessing your performance.

34. How will my performance objectives be set?

THE TECHNICAL STUFF

34.4 This clause doesn't apply to everyone

This clause only applies if you are full time or part time. It doesn't apply if you are a direct report of a General Manager (or above).

34.5 Agreed changes during the performance period

Any changes to the performance objectives and behavioural expectations that have been set for a particular performance period will only be by agreement between you and us.

34.6 Regulatory changes during the performance period

If we need to make changes to performance objectives (including targets) and behavioural expectations because of legislative, compliance or regulatory requirements, we will advise you of the changes and **clause 34.5** will not apply.

35. What is our approach to digital communication?

**AT A
GLANCE**

It's important to ensure that we continue to communicate appropriately with each other and our customers while using digital technology.

This clause sets out our expectations in relation to your use of our IT systems and digital technology.

We may monitor your telephone calls for purposes including compliance with legal and regulatory obligations and ensuring excellent customer service.

USING OUR IT SYSTEMS AND DIGITAL TECHNOLOGY

35.1 Technology is part of how we work

For most of us, using technology, particularly communicating electronically with our colleagues and customers, is simply part of our day to day work. There are of course some particular issues which arise in using IT systems and digital technology to do our work and to communicate - particularly relating to safety, security and productivity. We have set out some guidance about using our digital technology in our policy.

35.2 Using our technology for personal use

We understand that, from time to time, you will use our IT systems and digital technology for personal reasons. You must use our IT systems and digital technology in an appropriate and reasonable manner. If you need more information about what is appropriate and reasonable, speak to your manager.

35.3 We will monitor use of our digital technology

It shouldn't come as any surprise to you that we monitor your use of our IT systems and digital technology. We do this for a range of reasons, including to make sure we are meeting the needs of our customers and to ensure our policies and legal standards are being met. You may use our IT systems and digital technology to communicate with the Union and we will not specifically monitor those communications to identify the content.

35. What is our approach to digital communication?

CALL MONITORING

35.4 The purpose

Phone contact with our customers is an important part of meeting our customer needs and ensuring they are served consistently and appropriately. This means we need to ensure calls are always of a high quality. For this reason, we monitor some telephone calls. We will only monitor your calls for the purpose of:

- coaching, training and development to improve capability and to ensure customer service; and
- ensuring we comply with our legal and regulatory obligations – eg, in relation to the Corporations Act, the Consumer Credit Code and the Future of Financial Advice Reforms, including through, for example, our risk and compliance frameworks.

35.5 Our approach

We apply the following principles to call monitoring:

- we won't monitor calls unreasonably.
- we won't speculatively monitor calls for reasons not related to the purposes above.
- we will monitor calls with a frequency which is reasonable having regard to the purposes above.
- we will inform you if your calls are to be monitored.

35.6 Outcomes

If we have concerns about your performance as a result of call monitoring, we will advise you of the specific concerns.

35.7 Training

We will ensure our employees undertaking the call monitoring are appropriately trained.

35.8 Information

If you work in a Customer Contact Centre and have a concern about monitoring of your calls, at the end of each quarter of the performance year after the commencement of the Agreement, you can request information about the number of your calls monitored for the preceding quarter (except during any system change block-out period).

36. What is our commitment to your life-long learning?

AT A
GLANCE

Life-long learning will help you build your future career and enable greater opportunity for mobility across Westpac Group. This clause sets out our commitment to exploring the support we can provide for your life-long learning.

36.1 Our learning bank

We are committed to exploring a new context for learning, digitally enabling you to be self directed in your learning with access to world class content anywhere, anytime through our learning bank.

36.2 Learning portal

We aim to develop a personalised learning portal that seamlessly connects you to learning opportunities and communities delivering an unrivalled learning experience.

36.3 Access

We will explore ways to improve access to learning and development for employees.

36.4 Mandatory training

Any training we require you to undertake will be completed in ordinary hours.

TECHNICAL STUFF

36.5 Nominal term

Except for **clause 36.4**, this clause only operates during the nominal term of the Agreement.

37. What happens if I'm receiving workers' compensation payments?

AT A GLANCE

Unfortunately, sometimes you may be injured at work. Our aim is to ensure you recover and return to work as soon as possible.

Sometimes you may need to make a workers' compensation claim about your injury. If you make a claim and it's accepted, you may receive weekly workers' compensation payments. These payments may be less than your weekly Fixed Pay.

While you are recovering, we'll support you by topping up your workers' compensation payments to maintain your current Fixed Pay for a maximum period of up to 26 weeks.

This clause sets out details of the make-up pay which we will pay if you receive workers' compensation payments for a work related injury or illness.

37.1 When will you receive Make-up Pay?

We will maintain your weekly Fixed Pay if you receive Compensation in accordance with the Workers' Compensation Act by paying you Make-up Pay (except as varied below). Make-up Pay is payable for a maximum period of 26 weeks for any one Injury from the date of the initial Incapacity in relation to that Injury.

37.2 Your circumstances have changed, will you cease receiving Make-up Pay?

We will stop paying you Make-up Pay before the end of 26 weeks:

- if you stop receiving Compensation for the Injury;
- while you are taking other paid leave;
- if your employment with us ceases for any reason;
- if you obtain an award for damages for the Injury or settle such a claim for damages (in which case payment will cease from the date of the award or settlement);

- if you are paid a lump sum in accordance with the Workers' Compensation Act in redemption of the Compensation (in which case payment will cease from the date of the redemption); or
- if you pass away.

37.3 You have received damages or a settlement payment

If you receive a damages or settlement payment for lost income for a period when you have received Make-up Pay, you must repay to us the Make-up Pay you received during that period.

37. What happens if I'm receiving workers' compensation payments?

37.4

Keep us in the loop

So we can support you, please keep us up to date about how your Injury is progressing, whether or not you are continuing to receive Compensation (and the amount of the Compensation) and whether you have commenced a claim for damages in relation to your Injury. We may require you to provide us with information before we pay any Make-up Pay.

38. What is our relationship with the Union?

**AT A
GLANCE**

We know the Union have played an important role in the history of the Australian banking sector - including in our history.

We are committed to working cooperatively with the Union to ensure a productive and efficient workplace. We recognise the Union as the appropriate union for our organisation and your choice to join or be represented by it.

In some parts of the business, we have face to face induction sessions for new starters. Where that's the case, the Union are provided with the opportunity to present to you at those sessions.

In this clause we acknowledge the role of the Union and their representatives in the workplace. We also set out the leave arrangements for you if you are a representative of the Union.

ENGAGING WITH THE UNION

38.1 Recognition of the Union

The Union (which is the Finance Sector Union) is the relevant union for you while you are working with us. It is up to you whether you join the Union.

38.2 Our relationship with the Union

The Union and we recognise the importance of working together in a co-operative relationship to improve efficiency and productivity and to increase career prospects and the quality of your working life.

38.3 Meetings at a senior level

From time to time, some of our senior executives will meet with senior Union officials to discuss major initiatives or other matters of common interest.

38.4 Meetings of the Joint Job Evaluation Committee

The Joint Job Evaluation Committee will continue to evaluate positions in grades 1 - 3 to determine the appropriate grade.

38.5 Union access to communication systems

We will consider any request from the Union to use our IT and digital communication systems to communicate with you. Where requested and available we will provide the Union with access to a notice board.

38. What is our relationship with the Union?

38.6 Arrangements if you are appointed a workplace Union representative

If we are notified by the Union that you have been appointed a workplace representative, you may spend a reasonable amount of time (taking into account the requirements of your role) talking about Union and work matters with other Union members in our business. You may discuss these matters with the Union, and where authorised by the Union, with the relevant manager.

UNION TRAINING AND INDUSTRIAL LEAVE

38.7 Union training leave

We will agree with the Union the amount of paid leave which can be taken by Union workplace representatives to attend Union training courses, provided the Union gives reasonable notice of your nomination to attend and satisfactory arrangements can be made so that customer and business needs continue to be met.

38.8 Industrial leave

We will agree with the Union the amount of paid leave which can be taken by you if you are elected or appointed an honorary official by the Union, to attend the Union's National or State Conference, Council Committee meetings or other Union Committee meetings.

UNION ACCESS TO INDUCTIONS

38.9 Online induction

Online information for new starters includes a module prepared by the Union and approved by us.

38.10 Face to face induction

Where we run face to face induction courses for new starters in Customer Contact Centres and the Consumer Bank and Commercial and Business Bank branch networks, the Union is provided with the opportunity to present to you for up to 30 minutes. We will consider the Union's request to access any other face to face inductions that occur in other business units. We will notify the Union if we change our current face to face induction arrangements.

RIGHT OF ENTRY

38.11 Right of entry

The exercise of any right of entry in the Agreement will be in accordance with the Fair Work Act.

39. What does it mean if I'm a specialist?

AT A GLANCE

A range of roles in Westpac Group are specialist roles. This clause outlines how we may employ you as a specialist and how your Fixed Pay will be reviewed if you are a specialist.

When you are a specialist some parts of our Agreement won't apply to you. These are set out in this clause.

39.1 Becoming a specialist

You can become a specialist if we make you an offer, and you accept, or if you are redeployed to a specialist position. You may cease being a specialist in a number of ways including if you are redeployed to a non-specialist role.

39.2 Minimum rates of pay

The minimum rates of annual Fixed Pay for specialists are in **clause 6 (minimum rates of pay)**.

39.3 Reviewing your Fixed Pay

We will determine your annual Fixed Pay at least once every 12 months by conducting a market rate review. This means we will take into account, where relevant:

- your skills and experience; and
- your Fixed Pay relative to applicable internal and external benchmarks.

If your annual Fixed Pay is in the ranges specified in **clause 5 (Fixed Pay increases)**, your Fixed Pay will not be reviewed under this clause.

39.4 Raising a concern about your Fixed Pay

If you are a specialist and you have a concern about your annual Fixed Pay immediately following the market rate review under this clause, you should discuss your concern with your manager. As part of this discussion you may ask your manager to provide an explanation of:

- the process used to determine your annual Fixed Pay.
- the type of inputs considered in the annual Fixed Pay review.

39.5 Some parts of our Agreement won't apply to you

As a specialist, these parts of our Agreement won't apply to you:

- **clause 6 (minimum rates of pay)**, except **clauses 6.4 - 6.7** will apply to specialists.
- **clauses 7.18 - 7.19 (higher duties allowance)**;
- if you're a packaged specialist:
 - **clause 12 (ordinary hours)**, except **clause 12.1 (when can you work)** will apply to packaged specialists; and
 - any clauses which don't apply to packaged employees in **clause 40 (packaging)**.

40. How can I have a salary packaging arrangement?

AT A GLANCE

This clause outlines how we may employ you on a packaging arrangement.

When you have a packaging arrangement some parts of our Agreement won't apply to you. These are set out in this clause.

40.1 Packaging arrangements

If you are a full time or part time employee, you can have a packaging arrangement if we make you an offer, and you accept. There are two forms of packaging in our Agreement – Package One and Package Two.

40.2 Being required to work

Packaged employees are required to work additional hours to fulfil the requirements of their role, however, they will only be expected to work reasonable additional hours consistent with the National Employment Standards.

40.3 Minimum rates of pay

The minimum packaged rates of annual Fixed Pay are in **clause 6 (minimum rates of pay)**.

40.4 Some parts of our Agreement won't apply to you

If you have a Package One or Package Two arrangement, these parts of our Agreement won't apply to you:

- **clause 5 (Fixed Pay increases)** if your annual Fixed Pay is above the ranges in **clause 5 (Fixed Pay increases)** at the relevant time;
- **clause 6.8 (pay on promotion)**;
- **clauses 7.9 to 7.10 (emergency recall allowance)**;
- **clauses 7.11 to 7.14 (stand-by allowance)**;
- **clauses 7.15 to 7.17 (meal allowance)**;

- **clause 11.4 (rostered days off)**;
- **clause 11.9 (agreement to work additional hours)**;
- **clauses 13.6 to 13.8 (breaks between days or shifts)**;
- **clause 15 (overtime)**;
- **clause 41.12 (breaks between shifts for shift work employees)**.

In addition to the above, if you have a Package One arrangement these parts of our Agreement also won't apply to you:

- **clauses 7.4 to 7.5 (travelling time allowance)**;
- **clause 7.7 (incidental travel expenses)**;
- **clause 12 (ordinary hours)**, except **clause 12.1** will apply;
- **clause 16 (public holidays)**, except **clauses 16.1 - 16.3** and **16.10** will apply; and
- **clause 41 (shift work)**, except **clauses 41.1, 41.3 - 41.5** will apply.

41. What does it mean if I'm a shift worker?

AT A GLANCE

This clause sets out the arrangements for working shift work, how we will roster shift work and what you will be paid for performing shift work.

41.1 The basics

Full time and part time employees may be employed to work shift work. However, as far as practicable, we won't require you to work shift work if you don't want to. Casual employees will not be employed to work shift work.

41.2 Giving you notice

If we require you to change:

- to or from shift work we will give you at least two weeks' notice; or
- between different patterns of shift work we will give you at least one week's notice.

However, we may give you a shorter period of notice if we need you to change because of an emergency or the absence of another employee.

41.3 Setting your shift roster system

We may direct you to work a particular shift roster system, provided that:

- you won't be required to work more than 8 ordinary hours per shift;
- if you are a full time employee your ordinary hours won't exceed 40 per week or 152 per 4 week cycle;
- if you are a part time employee your ordinary hours will be less than 40 per week and 152 per 4 week cycle; and
- you won't be required to work more than 6 shifts per week and 19 shifts per 4 week cycle.

41.4 Agreeing a different shift roster system

We may agree a different shift roster system with the majority of directly impacted employees, provided that:

- you won't be required to work more than 12 ordinary hours per shift;
- you won't be required to work more than an average of 38 ordinary hours per week over a particular roster cycle;
- we confirm the details of the system with directly impacted employees; and
- we will inform the Union of the proposed shift roster and give the Union the opportunity to participate in negotiations, if requested by Union members, before making any agreement to change the roster system with the majority of directly impacted employees.

41. What does it mean if I'm a shift worker?

41.5 Introducing a 7 day shift roster

As an alternative to setting your shift roster system or agreeing a different shift roster system, as outlined above, we may require you to work a 7 day shift roster. If you work a 7 day shift roster then:

- in every 4 week cycle you will work:
 - 84 hours in one fortnight;
 - one period of 8 consecutive shifts;
 - 18 shifts; and
 - 2 weekends for which you will receive a 100% loading based on your Fixed Pay. Each weekend shift may be 12 ordinary hours. On one of these weekends you will be rostered to work two days and on the other weekend you will work one day finishing at 1pm Saturday and will not be rostered to start work again until at least 4pm on the following Monday;
- in every 8 weeks your last 2 shifts (or part of them) will be worked within a 24 hour period (and **clause 13.6 - 13.8 (breaks between days or shifts)** will not apply);
- you will:
 - receive an additional 24 days off per annum which, after allowing for 10 public holidays per annum, will mean you receive an additional 14 days off per annum;
 - accrue an additional 5 days' annual leave per year if you are working a 7 day shift roster (but you will not also be entitled to the additional 5 days' annual leave because you work Continuous Shift Work at the same time); and
 - receive a loading of 100% for the hours you work on a public holiday, except the loading will be 200% for work on Christmas Day or Good Friday; and

- you will be a Continuous Shift Worker for the purposes of our Agreement.

If the loadings in this clause are different to those elsewhere in our Agreement, the loadings in this clause apply.

41. What does it mean if I'm a shift worker?

41.6 Shift loadings

If you work shift work, we will pay you the following loadings:

SHIFT	ROSTERED TO COMMENCE	LOADING THAT APPLIES TO ENTIRE SHIFT
Morning	At or after 4am and before 7:45am	12.5%
Day	At or after 7:45am and before 10:45am (when worked as part of a shift work cycle)	No loading
Afternoon	At or after 10:45am and before 6pm	15%
Evening	At or after 6pm and before 8pm	20%
Night	At or after 8pm	27.5%

41.7 Weekend and public holiday shift loadings

If you are rostered to work the majority of your shift on any of the days specified below, we will pay you the following loading instead of the shift loadings set out above:

DAY THAT THE MAJORITY OF YOUR SHIFT COVERS	LOADING THAT APPLIES TO ENTIRE SHIFT
Saturday or Sunday	100%
Public holidays	See clause 16 (public holidays)

41. What does it mean if I'm a shift worker?

41.8 Calculation of loadings

Except for public holidays, the loadings in this clause will be calculated on your hourly rate of Fixed Pay for the time to which the loading relates. If your annual Fixed Pay is higher than the minimum annual Fixed Pay for full time unpackaged grade 4 employees in **clause 6 (minimum rates)** (pro-rated for part time employees) the loading under **clauses 41.6 and 41.7** will be calculated as if that was your annual Fixed Pay. The loadings in this clause don't apply if you are working overtime.

41.9 Meal breaks

You should take a meal break after five hours work unless otherwise agreed or if you are due to finish work during the meal break. Meal breaks are unpaid.

41.10 Duration of the meal break

You can have a 30 minute meal break or can agree another arrangement with your manager.

41.11 Rostering meal breaks

We will usually roster your meal breaks. When this occurs, you and your colleagues can arrange to swap meal breaks provided your manager also agrees.

41.12 Break between shifts

If we agree that you and a colleague may swap shifts, we want you to take at least 7 hours off work between the conclusion of one shift and the commencement of the next shift. You are not entitled to any period off duty or penalty payment including under **clauses 13.6 - 13.8 (breaks between days or shifts)** as a result of swapping your shifts, even if you work so much overtime you do not get seven hours off work.

THE TECHNICAL STUFF

41.13 Application of our Agreement

If you are employed as a shift work employee under this clause, the following provisions of our Agreement will not apply to you:

- **clause 11 (types of employment)**, except **clauses 11.1, 11.2, 11.8 and 11.11** will apply;
- **clause 12 (ordinary hours)**; and
- **clauses 13.1 - 13.4 (meal breaks)**.

42. How will issues be raised with me in a procedurally fair way?

AT A
GLANCE

If there are allegations against you we are committed to providing you with details of the issue and giving you a reasonable opportunity to respond.

This clause sets out when and how allegations will be raised with you if an issue does arise that needs your response.

42.1 The principle of procedural fairness

If there are allegations against you, we will make all reasonable attempts to notify you and give you a reasonable opportunity to respond. We will not take disciplinary action or detrimentally alter your employment because of the allegations against you unless you have had a reasonable opportunity to respond to the allegations (although you may be suspended – see **clause 42.2**).

42.2 You may be suspended

We may suspend you on full pay in certain circumstances, for example, if the allegation involves dishonesty, fraud, misconduct, harassment or bullying. If this happens we will, as soon as practicable, make all reasonable attempts to inform you of the allegation and give you a reasonable opportunity to respond.

42.3 You may request information

You may, in writing, request information about the nature of an allegation against you, or the reason for a change to your employment. We will respond in writing (if requested) within 14 days.

43. What is the process for dealing with disputes?

AT A GLANCE

In this clause we have set out the process that will be followed if a dispute about this Agreement or the National Employment Standards needs to be addressed.

We encourage you to raise matters with your manager as soon as you can so they can be resolved as quickly as possible.

Either party to the dispute can be represented at any stage of the process.

43.1 The process for dealing with disputes

The following steps set out the process that will be followed to address concerns you may have about a matter arising under this Agreement or the National Employment Standards:

STEP	ACTION
One	In the first instance, you should try to resolve the dispute through discussions with your immediate manager (if this is appropriate).
Two	If the dispute does not resolve at step one, you or your immediate manager may attempt to resolve the dispute through discussions with the next level manager (if this is appropriate).
Three	If the dispute does not resolve at step two, you, your immediate manager or the next level manager may discuss the dispute with the relevant General Manager Human Resources or delegate.
Four	If the dispute does not resolve at step three, either party to the dispute may refer the dispute to the FWC for conciliation.
Five	If the dispute does not resolve at step four, either party to the dispute may refer the dispute to arbitration. If you have initiated the arbitration, you may advise your preferred dispute resolution forum, and we will consider your preference but will not be obliged to select your preference. We will choose whether the arbitration is conducted by the FWC or LEADR & IAMA (LEADR & IAMA is an independent organisation which specialises in dispute resolution). If the arbitration is conducted by the FWC: <ul style="list-style-type: none">• the FWC will have all the powers provided to it under the Fair Work Act.• subject to the Fair Work Act, the FWC shall:<ul style="list-style-type: none">• avoid unnecessary formality, technicalities, and legal forms;• not be bound by the rules of evidence;• act according to equity, good conscience and the substantial merits of the case;• apply the principles of natural justice;

43. What is the process for dealing with disputes?

STEP	ACTION
Five (cont.)	<ul style="list-style-type: none">• have the power to determine appropriate remedies to resolve the concern; and• unless otherwise agreed by the parties, provide any decisions in writing, accompanied (or followed) by written reason.• the FWC's decision will be final and binding, subject to any appeal of the decision. <p>If the arbitration is conducted by LEADR & IAMA:</p> <ul style="list-style-type: none">• the arbitrator and the process of the arbitration will be determined by LEADR & IAMA which must be consistent with the principles in the second dot point above in relation to the FWC conducting an arbitration.• LEADR & IAMA's decision will be final and binding and no aspect of the decision or arbitration can be appealed or challenged.

43. What is the process for dealing with disputes?

THE TECHNICAL STUFF

43.2 Timing

The parties to a dispute must aim to resolve it in a speedy and constructive way.

43.3 Appointing a representative

Any party to a dispute may appoint a representative at any stage of the process. A representative may include a Union, legal or other representative.

43.4 Continuing to work

While the parties try to resolve a dispute under this clause, work will continue as normal unless it is not practicable (eg, because of health and safety, security or because you are suspended while the matter is being investigated).

43.5 Other claims

During and following any arbitration of the dispute, neither party can make any other claim in another forum about the same subject matter.

43.6 Costs

If a matter is arbitrated by LEADR & IAMA, we will pay the costs of LEADR & IAMA and the arbitrator. Otherwise, we and you must pay our own costs associated with a dispute.

43.7 LEADR & IAMA

If LEADR & IAMA ceases to be available to provide its services we and the Union will agree an alternative independent body and agreement will not be unreasonably withheld. The FWC will conduct all arbitrations in the interim until the parties agree on the appointment of an alternative independent body. Any review of the provision of services by LEADR & IAMA under this clause will be by agreement between us and the Union.

44. When will I be consulted about changes?

AT A GLANCE

You know that we work in a dynamic, competitive and changing business.

To maintain our edge and continue to deliver to our customers, we will need to make changes to our workplace arrangements from time to time. We understand that change can be challenging - particularly if you are impacted personally.

We will consult with you when we need to make major changes that are likely to have a significant effect on you before we make the change.

We will consult with you about major workplace change, changes to your regular roster or changes to your ordinary hours by giving you information about the change - and considering your views about it.

Of course you are welcome to appoint someone to represent you during any discussion about change.

ABOUT MAJOR WORKPLACE CHANGE

44.1 What is a major workplace change?

We'll consult with you when there is a major workplace change that is likely to have a significant effect on you. A major workplace change is where:

- we've made a definite decision to introduce major changes in production, programme, organisation, structure or technology; and
- the major change is likely to have a significant effect on you.

A significant effect could include:

- termination of employment;
- major changes in the composition, operation or size of our workforce or in the skills required;
- the elimination or diminution of job or promotion opportunities or job tenure;
- the alteration of hours of work (except where there is a process elsewhere in this Agreement for this type of change);
- the need for retraining or for you to transfer to other work or other locations; and
- the restructuring of jobs.

44.2 What's the process?

If a major workplace change will have a significant effect on you, as soon as practicable after making a definite decision to make the change, we'll discuss with you (or your representative):

- the introduction of the change;
- the effect the change is likely to have on you; and
- measures to avert or mitigate the adverse affect of the change.

We'll consider matters raised by you or the Union about the change and aim to provide any information and responses to questions as soon as we can.

44. When will I be consulted about changes?

44.3 How will we consult?

If you are significantly affected by a major workplace change, we'll give you (or your representative) and the Union, in writing, all relevant information about the changes including the nature of the change; the name and location of impacted business units; the anticipated reduction in FTE positions currently occupied by permanent employees; the expected effects of the changes on you and any other matters likely to affect you.

ABOUT CHANGES TO YOUR REGULAR ROSTER OR ORDINARY HOURS

44.4 Changes to your regular roster or ordinary hours

We will consult with you about a change to your regular roster or ordinary hours of work. If you are affected by the change, we will:

- provide you with information about the change;
- invite you to give your views about the impact of the change (including any impact in relation to your family or caring responsibilities); and

- reasonably consider those views.

However, we will not consult with you if you have irregular, sporadic or unpredictable working hours.

THE TECHNICAL STUFF

44.5 Appointing a representative

You can appoint a representative during any of the consultation processes in this clause. If you do want to appoint a representative, let your manager know as soon as you can so that we can recognise your representative and be sure to include them in discussions.

44.6 Confidential information

While we'll give you information about a change, we of course won't disclose confidential or commercially sensitive information to you, your representative or the Union.

44.7 Some timing commitments

We have two particular timing commitments about major workplace change:

- where practicable, we'll tell the Union about major workplace changes in a timely manner on a confidential basis in order to facilitate consultation with affected employers;
- if the major workplace change directly impacts 15 or more FTE positions, and involves a reduction in FTE positions currently occupied by permanent employees, the consultation will be for 14 calendar days - which will include a minimum of 2 dedicated business days for considering matters raised in the discussion.

44.8 Changes elsewhere in the Agreement

This clause will not apply if there is another process set out elsewhere in this Agreement for making the changes referred to above.

45. What happens if my role is redundant?

AT A GLANCE

We work in a dynamic, competitive and changing business.

To adapt to change, roles may become redundant. If your role is redundant we will support you and aim to redeploy you.

This clause sets out the support and benefits that we will provide you if your role is redundant.

WHAT IS REDUNDANCY, REDEPLOYMENT AND RETRENCHMENT?

45.1 Redundancy

This means we no longer require the work you do in your role (or most of the work that you do) to be done by anyone within a reasonable commuting distance as a result of a re-organisation, changed business practice, technological change or a business downturn.

45.2 Redeployment

This is the process by which we will work with you to explore opportunities for you to move to other roles across Westpac Group if your role is redundant.

45.3 Retrenchment

This is the termination of employment as a result of redundancy where a suitable alternative role is not available within

Westpac Group or where you have declined an offer of acceptable alternative employment.

MORE INFORMATION ABOUT REDEPLOYMENT

45.4 What is the general principle of redeployment?

If your role is redundant we will make all reasonable efforts to redeploy you to a directly comparable role. To assist redeployment we will maximise opportunities from normal staff turnover and limit other recruitment where possible. A senior manager (normally at the General Manager level or equivalent) will need to give approval before roles are filled by external candidates.

Unless otherwise agreed, redeployment will commence from the date that your role has been formally notified as redundant.

45.5 Exploring redeployment options

The redeployment process will involve exploring redeployment options for you. Options that are available include:

- applying for available vacancies;
- direct appointment to a directly comparable role;
- redeployment to a non-comparable role;
- redeployment to a development position (eg, a role to develop certain skills and competencies); and
- change of mode (eg, changing to a different type of employment – such as moving from a full time role to a part time role).

You are encouraged to let us know your preferences to assist this process. This allows us to understand your current personal circumstances and role preferences throughout

45. What happens if my role is redundant?

Westpac Group (including whether your preference is for retrenchment). Although we will consider preferences, we do not make our decision solely on the basis of your preferences. The final decision for redundancy or retrenchment always rests with us, and if your role becomes redundant, our first priority is to explore all redeployment opportunities before moving to retrenchment.

45.6 Length of the redeployment period

Unless we otherwise agree, redeployment will continue for a maximum period of up to 3 months (exclusive of notice of retrenchment), or up to 6 months if you are returning from an overseas role.

45.7 Do you want a case manager?

You will have a case manager during redeployment. You may also request that a case manager is assigned to you if we have told you that your role might be redundant but you are not yet in redeployment.

REDEPLOYMENT TO A DIRECTLY COMPARABLE ROLE

45.8 Redeployment to a directly comparable role

We will make all reasonable efforts to redeploy you to a directly comparable role. When we say 'directly comparable role' we mean a role that:

- has at least the same Fixed Pay and other benefits as your existing role;
- is at the same location, or a location within a reasonable commuting distance as your existing role;
- has duties that are reasonable having regard to your skills and abilities. We may change the duties of the role so that it matches your skills and abilities; and
- is not more than 15% Hay points less than your existing role.

If you consider that a role being offered as a directly comparable role is more than 15% Hay points less than your existing role, then your redundant role and proposed role will be evaluated using the Hay job evaluation process.

For grades 1 – 3 the evaluation will be completed by the Joint Job Evaluation Committee. For other roles, the evaluation will be completed by Westpac. We will notify you of the Hay point scores following the completion of the evaluation.

45.9 What happens if you do not accept a directly comparable role?

If you do not accept a directly comparable role, you will not be entitled to a severance payment, notice or vocational training under this clause (although you will get notice under **clause 48 (notice of termination)**).

45. What happens if my role is redundant?

REDEPLOYMENT TO A NON-COMPARABLE ROLE

45.10 Redeployment to a non-comparable role

A 'non-comparable role' means a role that isn't a 'directly comparable role'. You may be offered a non-comparable role on an offer and acceptance basis and you will have 14 days to decide to accept or reject the role. If you accept redeployment to a non-comparable role, you will be appointed on an 8 week trial period from the date you start in the role. During the trial period you and your manager should discuss whether you want to continue in the role. If either party decides the role is unsuitable then redeployment will continue and retrenchment may follow. If at the end of the trial period you are still in the role, you will be taken to have accepted redeployment to the role.

45.11 What is a development role?

A development role is a non-comparable role that is designed to develop your broader skills and competencies in different areas. If you are offered a development role you will have 7 days to decide to accept or reject the role. The offer will be in writing and will include the location, grade, duties, salary and commencement date. Upon appointment we will develop a plan outlining the support and retraining required (including a case manager) to assist you in performing your designated duties. A development role will be on a temporary basis for 6 months (unless otherwise agreed). You will not be retrenched while you are in a development role. You will retain the same salary and benefits as your previous role except if the development role is a higher grade, in which case your Fixed Pay and benefits will be increased to at least the minimum Fixed Pay and benefits for the higher grade.

45.12 Fixed Pay for unpackaged employees who are not specialist employees

If you are an unpackaged employee who is not a specialist employee and you accept a non-comparable role and your annual Fixed Pay in your existing role is higher than the ceiling (if applicable) of the lower grade role, your annual Fixed Pay will reduce to the maximum Fixed Pay of the lower grade role. If you are retrenched within 2 years of accepting a non-comparable role, your retrenchment payments will be calculated on your Fixed Pay in your existing role.

45.13 Redeployment to a different mode of employment

If you are redeployed to a role which is a different type of employment – eg, if you move from a part time role to a full time role – it will be considered redeployment to a non-comparable role.

45. What happens if my role is redundant?

ANOTHER THING ABOUT REDEPLOYMENT

45.14 Changing where you live

If you need to move house because you are redeployed to another location, it will be treated as a transfer initiated by us and we will provide you with relocation assistance – removal expenses, transfer costs, accommodation costs etc – as set out in the **clauses 7.20 - 7.23 (removal allowance and expenses)**. If you accept a non-comparable role which requires you to change where you live, but you later decide the role is not suitable for you, you will need to reimburse us the cost of your relocation payments within a reasonable period. You agree that we may deduct any outstanding reimbursement amounts from the severance payment to be made to you.

MORE INFORMATION ABOUT RETRENCHMENT

45.15 Selection for retrenchment

We may sometimes seek expressions of interest for retrenchment. If we do this, we will decide who is selected for retrenchment. In making that decision we will take into account:

- your ability to discharge duties;
- your length of Continuous Service;
- your preferences;
- any special circumstances (eg, the need to retain your specific skills); and
- any other relevant factors.

If we are selecting between an employee who is redundant who has not expressed interest in retrenchment, and an employee who has expressed interest in retrenchment, all things being equal, the employee who has expressed interest in retrenchment will be retrenched.

45.16 What will I receive if I am retrenched?

If you are retrenched you will receive:

NOTICE

45.17 Amount of notice

We will give you 6 weeks' notice of termination (or payment in lieu) if you are to be retrenched, unless a greater period of notice is provided for in your employment contract in circumstances of retrenchment.

45.18 I want to finish up earlier

If we have given you notice of retrenchment, and you want to finish up earlier, you should speak to your manager. If you finish up before the notice period ends, you will still receive a severance payment (outlined below) calculated to your original termination date but will not receive any payment for notice you don't work.

45. What happens if my role is redundant?

SEVERANCE

45.19

Your severance payment

If you are retrenched, you will, subject to this clause, be entitled to a severance payment calculated as:

LENGTH OF CONTINUOUS SERVICE	AMOUNT OF SEVERANCE PAY
Less than 1 year of Continuous Service	7 weeks' salary, pro-rated for the part of the year worked
First full year of Continuous Service	7 weeks' salary
Each subsequent full year of Continuous Service	3 weeks' salary
The final incomplete year of Continuous Service	3 weeks' salary, pro-rated for completed months of the year worked

The maximum severance payment is 90 weeks' salary.

45.20

Calculating weeks' salary

If you are retrenched:

- for **packaged employees** "weeks' salary" means your weekly Fixed Pay.
- for **unpackaged employees** "weeks' salary" means your weekly Fixed Pay and any shift allowances and weekend penalty payments paid to you (averaged over the last roster cycle).

"Weeks' salary" excludes any payments for overtime, stand-by, call back, superannuation, bonuses or other incentive payments etc.

45.21

Working full time and part time

Your severance payment will be pro-rated to take into account the periods of Continuous Service during which you worked full time and part time, based on your Fixed Pay at the time of retrenchment.

ACCRUED LEAVE AND SUPERANNUATION

45.22

Your leave and superannuation

If you are retrenched, you will receive:

- payment for any accrued but untaken annual leave;
- payment for any accrued but untaken long service leave if you have completed at least 5 years' Continuous Service; and
- superannuation in accordance with the terms of the relevant scheme.

45. What happens if my role is redundant?

OTHER ENTITLEMENTS ON RETRENCHMENT

45.23 Looking for a job

If we have given you notice of retrenchment you may have a paid day off (which can, subject to the agreement of your manager, be taken in a series of shorter periods) each week to look for another job during your notice period. You should agree the timing of the time off with your manager.

45.24 Outplacement and vocational training

If you are being retrenched, we will provide outplacement support or reimbursement for vocational education or training. If vocational training is your preference, you should:

- let your manager know as soon as you can, but certainly before your retrenchment date; and
- provide your manager with information about the vocational education or training you would like to do
 - how much it costs,
 - evidence that it is with an accredited

vocational course or registered training organisation and other reasonable information your manager may ask for.

45.25 Agreeing to your request

We will let you know whether we agree to your request for reimbursement for vocational education or training (rather than to access outplacement) before you are retrenched. If we do agree to your request, you must:

- commence the vocational education or training course within 6 months of your termination; and
- provide us with evidence of payment for the vocational education or training and within 60 days of payment we'll reimburse you for the cost we have approved (which may only be a partial contribution to the cost of the course).

REPATRIATION

45.26 Expenses

We will pay your reasonable repatriation expenses in circumstances where you have transferred to another work location at our initiative, and are subsequently retrenched, should you wish to return to your home location.

45. What happens if my role is redundant?

PRESERVED ARRANGEMENTS FOR SOME EMPLOYEES

45.27 Preserved arrangements continue to apply to some employees

If you are a Preserved Redundancy Employee **clauses 45.28 - 45.31** apply to you instead of **clauses 45.12 and 45.19 - 45.21**.

SEVERANCE

45.28 Your severance payment

If you are retrenched, you will be entitled to a severance payment calculated as:

LENGTH OF CONTINUOUS SERVICE	AMOUNT OF SEVERANCE PAY
First full year of Continuous Service	7 weeks' salary
Each subsequent full year of Continuous Service from 2 to 10 years	4 weeks' salary
Each subsequent full year of Continuous Service from 11 to 16 years	3 weeks' salary
Each subsequent full year of Continuous Service to a maximum of 25 years including first year	2 weeks' salary
The final incomplete year of Continuous Service	A pro-rata payment for each completed month of Continuous Service based on the above applicable accrual
If you are 45 or over, you are entitled to	An additional week's salary for each year of Continuous Service that you have completed since turning 45

The maximum retrenchment payment is 85 weeks' salary (including notice) if you are under 45 or 90 weeks' salary (including notice) if you are over 45.

45.29 Calculating weeks' salary

- If you are retrenched:
- for packaged employees "weeks' salary" means your weekly Fixed Pay and compulsory superannuation contributions.
 - for unpackaged employees "weeks' salary" means your weekly Fixed Pay and any shift allowances or weekend loadings paid to you (averaged over the last complete roster cycle).
- "Weeks' salary" excludes any payments for work outside ordinary hours (including overtime, stand-by, call back), bonuses or other incentive payments etc.

45. What happens if my role is redundant?

45.30 Working full time and part time

Your severance payment will be pro-rated to take into account the periods of Continuous Service during which you worked full time and part time, based on your Fixed Pay at the time of retrenchment.

SALARY MAINTENANCE FOR REDEPLOYMENT TO A NON-COMPARABLE ROLE

45.31 Maintenance of Fixed Pay for employees

If you are redeployed to a non-comparable role and your Fixed Pay in your existing role is higher than the ceiling (if applicable) of the lower grade role, your Fixed Pay will reduce to the maximum salary of the lower grade role in a staggered approach over 12 months calculated as:

PERIOD IN NEW ROLE	INCOME MAINTAINED
0-3 months (including any trial period)	Your previous Fixed Pay
3-6 months	The Fixed Pay for the lower grade role + 75% of the difference between your previous Fixed Pay and the Fixed Pay for the new role
6-9 months	The Fixed Pay for the lower grade role + 50% of the difference between your previous Fixed Pay and the Fixed Pay for the new role
9-12 months	The Fixed Pay for the lower grade role + 25% of the difference between your previous Fixed Pay and the Fixed Pay for the new role

Any increase in your Fixed Pay (under **clause 5 (Fixed Pay increases)**) during the income maintenance period will be added to the Fixed Pay for the lower grade role but will not be taken into account in calculating the difference between your previous Fixed Pay and the Fixed Pay for your new role, as set out above.

45. What happens if my role is redundant?

THE TECHNICAL STUFF

45.32 Acceptable alternative employment

If we have obtained acceptable alternative employment for you we may pay you a lower severance payment (or make no payment) to you. If so, we will let you and the Union know.

45.33 Considering an offer of alternative employment

Unless otherwise agreed you will have at least 4 weeks to consider the terms and conditions of an offer of acceptable alternative employment. If you accept the offer of acceptable alternative employment, your employment with us will terminate by mutual agreement and you will not be entitled to any notice and severance payments.

45.34 Transfer of business

From time to time, we may sell or outsource or insource part of our business or operations. In this clause, this process is called 'transfer of business'. As a result of this, you may become employed by the company to which the business / operation is transferring. If this occurs the transfer of business provisions of the Fair Work Act will apply.

45.35 Sometimes the redundancy arrangements won't apply to you

This clause will not apply to you if:

- your employment is not terminating on the grounds of redundancy;
- you are an apprentice, or a trainee under a traineeship agreement and you are employed for a set period of time or your employment is limited to the duration of the traineeship agreement;
- you are employed for a set period of time, or for a set task/s or for a set season; or
- you are a casual employee.

46. How can I transition to retirement?

AT A GLANCE

We understand that you may want to work differently as you plan for your retirement. We want to retain our mature talent, but accommodate your changing needs. To assist you to continue to valuably contribute to our business in a way that suits you, we have developed two options:

- stepping into a prime of life role; or
- continuing in your current role and working a flexible arrangement as you prepare for retirement.

This clause provides guidance about how you may gradually transition to retirement over a period of up to 18 months (or longer period if agreed) by either taking on a new prime of life role or agreeing an arrangement tailored to reflect your needs.

During this period you can access an additional 3 days' paid transition to retirement leave to undertake preparation for retirement activities - like obtaining financial advice, attending workshops or otherwise planning for retirement.

If you are interested in these options, discuss them with your manager.

46.1 Taking on a new role

Once you've decided to retire, we may agree that you step out of your current role and take on a new prime of life role as you transition to retirement. In a prime of life role:

- you may agree to take on different responsibilities that allow you to pass on your valuable skills and knowledge to other employees - eg, we may ask you to be more involved in mentoring or training;

- you would be engaged for a set period of up to 18 months (or a longer period if agreed), at the end of which your employment will end and you will retire; and
- you may want to work more flexibly and consider some of the options discussed below.

46.2 Working flexibly in the same role

You may want to stay in the same role, but work more flexibly. You may be interested in taking your

long service leave flexibly (see **clause 27**), purchasing flexible lifestyle leave (see **clause 18**) or working away from the office either at home or at another location (see **clause 17**). You could also discuss and agree with your manager other arrangements (provided they meet our business and customer needs) like varying your pattern of work, reducing your hours or doing some more mentoring.

46. How can I transition to retirement?

46.3 Transition to retirement leave

We will also give you an additional 3 days' paid transition to retirement leave to undertake transition to retirement activities which must be taken during the transition period. You must agree with your manager when you will take this leave (timing will of course depend on our business and customer needs) and give your manager as much notice as possible of when you would like to take it. When you take this leave you will be paid your Fixed Pay for the ordinary hours you would otherwise have worked. You won't be paid for this leave if your employment terminates before you take it.

THE TECHNICAL STUFF

46.4 Ending your prime of life role

If you agree to take on a prime of life role, you will be employed for a set period, but either you or we may end your employment before the end of that period or agree to extend the set period.

46.5 Eligibility for transition to retirement leave

You may only take transition to retirement leave once during your employment with us and only after you have told us you are retiring within 18 months (unless a longer period is agreed).

47. What does it mean to be a Westpac citizen?

AT A GLANCE

We recognise that sometimes you may leave us to pursue other goals and gain experience outside Westpac Group. However, we would love you to come back. We want to support you to develop and gain external experience without having to start afresh when you return to us. We want to retain great employees and our corporate knowledge long term. To support this, when you return you will receive certain benefits to recognise what we call your 'Westpac citizenship'.

This clause sets out the benefits you may be eligible to receive when you return to employment with us.

47.1 The benefits

If you meet the eligibility requirements, we will:

- provide you with 20 days' personal/carer's leave accrued over the first year of re-employment with us (which includes the 12 days' personal/carer's leave you will accrue under **clause 24 (personal/carer's leave)**);
- reinstate the long service leave you had accrued with us when your prior employment with us ended; and
- recognise your prior service with us in Australia for the purpose of determining your entitlement to service recognition awards under our policy.

47.2 Eligibility requirements

You will receive the above benefits if:

- your employment with us ends for any reason (other than serious misconduct) after the date this Agreement commences;
- when your employment ends, this Agreement applies to you; and
- you re-commence working with us within 2 years of your employment with us ending.

If we terminate your subsequent employment with us for any reason (except for redundancy) you will not be entitled to payment for the reinstated accrued long service leave and your prior service will not be taken into account in calculating any long service leave entitlement you may have on termination.

47. What does it mean to be a Westpac citizen?

THE TECHNICAL STUFF

47.3 Let us know

To have your prior service with us recognised and receive the other benefits under this clause, you will need to have told us in writing that you have previously worked for us prior to us offering to re-employ you.

47.4 Duplication of entitlements

You will not be entitled to claim a benefit from us twice (eg, you will not be entitled to reinstatement of accrued long service leave, or any recognition of the service to which that long service leave related, if you received a payment in lieu of long service leave when your first period of employment ended), including in relation to any long service leave portability scheme that comes into operation.

47.5 Service for long service leave

When we reinstate your prior long service leave accrual, we will also recognise your prior service with us in Australia for long service leave purposes (such as for cashing out long service leave and taking long service leave after 10 year's service).

47.6 Recognising service

We will only recognise your prior service with us as outlined in this clause and only if this clause is in operation at the time you return to work with us, and as provided in the definitions of Continuous Service and Service.

47.7 Nominal term

This clause only operates during the nominal term of this Agreement.

48. How much notice of termination is needed?

AT A GLANCE

This clause sets out the notice that is required to end your employment.

48.1 Period of notice of termination

Unless otherwise agreed, the period of notice required by either you or us is:

- during your probationary period, 1 week.
- after your probationary period, 4 weeks.

If we are giving you notice and you are over 45 and have at least 2 years' continuous service, we'll give you an extra week's notice.

48.2 Sometimes we won't give you the notice above

We do not need to give you the notice above if:

- your employment is terminating for serious misconduct;
- you are employed for a set period of time, or for a set task/s or for a set season;
- you are an apprentice, or a trainee under a traineeship agreement and you are employed for a set period of time or your employment is limited to the duration of the traineeship agreement;
- you are a casual employee; or
- we give you notice under **clause 45 (redundancy)**.

48.3 What happens if you resign and don't give us the notice above

If you don't give us the required notice, we may deduct from any payment due to you a sum equal to the amount of notice you did not give.

48.4 Payment in lieu of notice

We may make a payment to you in lieu of any notice we or you are required to give.

48.5 Time off to look for a job

If we have given you notice of termination under this clause, you may have a paid day off to look for another job which can be taken in a series of shorter periods. You should discuss and agree the timing of your time off with your manager.

48.6 Casual employees

If you are a casual employee, either you or we may terminate your employment without notice. However, we will aim to give you as much notice as practicable if your services are no longer required. You will aim to give us as much notice as practicable if you are no longer available to work for us.

Section 3:

Terms for employees of Asgard, BTFG, WFCL and WGIS

Terms for employees of Asgard, BTFG, WFCL and WGIS

AT A GLANCE

Section 3 applies if you are employed by Asgard, BTFG, WFCL or WGIS. Section 2 does not apply to these employees.

Section 3 is divided into 4 Parts that apply to different groups of employees:

PART	APPLIES TO...	TERMS INCLUDE...
1	All employees of Asgard, BTFG, WFCL and WGIS	Terms from Section 2 of our Agreement that apply
2	Employees of Asgard, BTFG, WFCL and WGIS <i>except</i> SEALCORP Award employees and non award employees	Additional terms from the Banking Award that are incorporated into our Agreement
3	BTFG Agreement employees	Additional terms for these employees
4	SEALCORP Award employees	Additional terms from the SEALCORP Award that are incorporated into our Agreement

If you are employed by Westpac Banking Corporation, Section 2 of our Agreement will apply to you (and Section 3 will not apply).

Part 1

49. Terms from Section 2 of our Agreement that apply if you are employed by Asgard, BTFG, WFCL or WGIS

49.1

The following terms from Section 2 of our Agreement will apply to Asgard, BTFG, WFCL and WGIS employees:

TERMS IN SECTION 2 OF OUR AGREEMENT THAT APPLY TO FULL TIME AND PART TIME EMPLOYEES...	ONLY THE FOLLOWING TERMS IN SECTION 2 OF OUR AGREEMENT APPLY TO CASUAL EMPLOYEES...
Clause 5 (Fixed Pay increases), except clause 5.5 (one off cash payments) will not apply.	✓ except only clause 5.8 (when will I be paid) applies.
Clause 7.8 (travelling to and from work) , except the last sentence is replaced with 'Except if you receive a car allowance for the same travel'.	
Clause 8 (superannuation) , except it will not apply if you are employed by Asgard.	✓
Clause 9 (annual payment) , except that in clause 9.2 (calculation of annual payment) , the reference to 52.2 is replaced with 52.	
Clause 10 (supported wage) .	✓
Clause 17 (working away from the office) , except in clause 17.4 (some parts of our Agreement don't apply) the cross references in the clause are replaced with the corresponding cross reference in Section 3 and the last dot point is replaced with: <ul style="list-style-type: none"> • if Part 2 of Section 3 applies to you, if you work ordinary hours for which you would receive a loading under clause 22.8 (shiftwork) of the Banking Award, you will not be entitled to any loading unless we have agreed you can work those hours; and • if Part 4 of Section 3 applies to you, if you work ordinary hours on the weekend, you will not be paid any loading for doing so under clause 15.2 (ordinary hours on weekends) of the SEALCORP Award, unless we have agreed you can work those hours. 	✓

49. Terms from Section 2 of our Agreement that apply if you are employed by Asgard, BTFG, WFCL or WGIS

TERMS IN SECTION 2 OF OUR AGREEMENT THAT APPLY TO FULL TIME AND PART TIME EMPLOYEES...	ONLY THE FOLLOWING TERMS IN SECTION 2 OF OUR AGREEMENT APPLY TO CASUAL EMPLOYEES...
Clause 18 (flexible lifestyle leave).	
Clause 19 (flexible work arrangements).	✓
Clause 20 (changing our Agreement to suit your needs).	✓
Clause 21 (birthday leave).	
Clause 22 (lifestyle and wellbeing day).	
Clause 23 (annual leave), except clause 23.3 (extra annual leave).	
Clause 24 (personal/carer's leave).	✓ except only clause 24.7 (personal/carer's leave for casuals) applies.
Clause 25 (parental leave).	✓ but only if you're an Eligible Casual.
Clause 26 (grandparental leave).	
Clauses 27.8 - 27.9 (flexibility in taking long service leave), except the reference to 'Service' is replaced with the corresponding definition applicable to your long service leave entitlement.	
Clause 28 (compassionate leave).	✓ except only clause 28.4 (compassionate leave for casuals) applies.
Clause 29 (jury duty leave).	
Clause 30 (community service leave).	✓
Clause 31 (domestic and family violence support).	✓
Clause 32 (technical stuff for leave clauses).	✓
Clause 35 (digital communication).	✓
Clause 36 (life-long learning).	
Clause 37 (workers' compensation payments).	
Clause 38 (Union relationship), except clause 38.4 (Joint Job Evaluation Committee) will not apply.	✓
Clause 43 (dispute resolution).	✓

49. Terms from Section 2 of our Agreement that apply if you are employed by Asgard, BTFG, WFCL or WGIS

TERMS IN SECTION 2 OF OUR AGREEMENT THAT APPLY TO FULL TIME AND PART TIME EMPLOYEES...	ONLY THE FOLLOWING TERMS IN SECTION 2 OF OUR AGREEMENT APPLY TO CASUAL EMPLOYEES...
<p>Clause 44 (consultation about changes).</p> <p>In relation to redundancy:</p> <ul style="list-style-type: none"> • Clause 45.7 (case manager); • Clauses 45.24 - 45.25 (outplacement and vocational training); and • If you are in redeployment, a senior manager (normally at the General Manager level or equivalent) will need to give approval before roles are filled by external candidates. We will have regard to your preferences, including preferences for retrenchment, where making decisions about redundancies. 	✓
<p>Clause 46 (transition to retirement).</p>	
<p>Clause 47 (Westpac citizenship).</p>	
<p>Clause 48 (notice of termination).</p>	✓ except only clauses 48.4 (payment in lieu of notice) and clause 48.6 (termination for casuals) apply.
<p>Clause 56 (better off overall)</p>	✓

Part 2

50. Additional terms from the Banking Award for employees of Asgard, BTFG, WFCL and WGIS (except SEALCORP Award employees and non award employees)

50.1 Banking Award terms

The terms below from the Banking Award are incorporated into our Agreement with the amendments specified and will apply to all employees of Asgard, BTFG, WFCL and WGIS, except SEALCORP Award employees and non award employees:

TERMS INCORPORATED FROM THE BANKING AWARD	AMENDMENTS TO THE TERM
Clause 2.2, Commencement and transitional	-
Clause 3, Definitions and interpretations	Incorporated to the extent the terms are used in the clauses incorporated in this table.
Clause 4, Coverage	-
Clause 10, Types of employment	-
Clauses 12.1 - 12.4, Redundancy (BTFG Agreement employees, see clauses 51.3 to 51.7 for some additional arrangements for you on redundancy)	In clause 12.4(c), '11.3' is deleted and 'clause 48.5 (time off to look for a job) in our Agreement' is inserted.
Clause 13, Classifications and minimum wage rates	-
Clause 14, Annualised salaries	In clause 14.1(a)(iv), 'clause 24.3 - Annual leave loading' is deleted and 'clause 9 (annual payment)' is inserted. Insert new 14.1(a)(v), 'clause 22.8 (Shiftwork loadings)'.
Clause 15, School-based apprentices	-
Clause 16, National Training Wage	-
Clause 18, Allowances	-

50. Additional terms from the Banking Award for employees of Asgard, BTFG, WFCL and WGIS (except SEALCORP Award employees and non award employees)

TERMS INCORPORATED FROM THE BANKING AWARD	AMENDMENTS TO THE TERM
<p>Clause 22, Ordinary hours of work</p>	<p>Delete clause 22.3.</p> <p>In clause 22.4:</p> <ul style="list-style-type: none"> • after '30 minutes' insert 'unless an employee otherwise agrees with their manager'. • after 'without a meal break' insert '(unless otherwise agreed)'. <p>In clause 22.8(d), delete the first sentence and insert 'For BTFG Agreement employees, meal breaks will be of 30 minutes duration with 20 minutes paid as if worked. For other employees, meal breaks will be of 20 minutes duration and paid as if worked.'</p>
<p>Clause 23, Overtime and penalty rates</p>	<p>-</p>
<p>Clause 24.2, Definition of shiftworker</p>	<p>At the end of the clause, insert 'If you are a shiftworker as defined in this clause, you will receive an additional 5 days' annual leave per year (and the definition of Continuous Shift Worker will not apply).'</p>
<p>Clause 27, Public holidays</p>	<p>Delete clause 27.2 and insert:</p> <p>'We may substitute a day for any of the holidays provided for in this clause if we agree with:</p> <ul style="list-style-type: none"> • you; • the Union or another employee representative - for part or all of our business; or • the majority of employees directly affected - for part or all of our business.

50. Additional terms from the Banking Award for employees of Asgard, BTFG, WFCL and WGIS (except SEALCORP Award employees and non award employees)

TERMS INCORPORATED FROM THE BANKING AWARD	AMENDMENTS TO THE TERM
Clause 27, Public holidays (cont.)	If we agree to substitute a day for any of the public holidays provided for in this clause that day will be the public holiday for all purposes (including when you receive any additional payment under this clause) and you will not receive any additional payment for working on the original public holiday in this clause.'
	After clause 27.3 , insert the following clause: '27.4 For BTFG Agreement employees in New South Wales, the August Bank Holiday is also a public holiday.'
Schedule B, Classification structure	-
Schedule C, School-based apprentices	-
Schedule E, National Training Wage	-

Part 3

51. Additional terms that apply to full time and part time BTFG Agreement employees

51.1 BTFG terms

Clauses 51.2 - 51.7 apply to full time and part time BTFG Agreement employees.

PERSONAL/ CARER'S LEAVE

51.2 Extra carer's leave

You can take up to 5 days paid carer's leave each year to care for an Immediate Family Member who is sick (this is in addition to your entitlement in **clause 24 (personal/carers leave)**). You must give your manager the notice and evidence in **clause 24.8 (notice and evidence of personal/carers leave)**.

RETRENCHMENT

51.3 Notice in circumstances of retrenchment

We will give you 6 weeks' notice of termination (or payment in lieu) if you are retrenched, unless a greater period of notice is provided for in your

employment contract in circumstances of retrenchment.

51.4 Severance pay

If you are retrenched, you will be entitled to a severance payment calculated at 3.5 weeks' salary per year of Continuous Service, pro-rated for your final incomplete year worked. Provided that:

- your minimum severance payment will be 8 weeks' salary; and
- your maximum severance payment will be 80 weeks' salary.

51.5 Calculating "weeks' salary"

If you are retrenched, weeks' salary means your weekly Fixed Pay.

51.6 Working full time and part time

Your severance payment will be pro-rated to take into account periods of Continuous Service during which you worked

full time and part time, based on your Fixed Pay at the time of retrenchment.

51.7 Exceptions

You will not be entitled to a severance payment or notice of termination if:

- following a restructure you are appointed to, or offered, a role in Westpac Group that is substantially the same as your current role, whether you accept the appointment or offer or not;
- you accept an offer of employment within Westpac Group;
- you are offered acceptable alternative employment with another employer which has been obtained for you by BTFG or any member of Westpac Group, whether or not you accept the offer;
- your employment is not terminating on the ground of redundancy; or
- you are employed on a fixed term, specified task or maximum term basis.

Part 4

52. Additional terms from the SEALCORP Award that apply to SEALCORP Award employees

52.1 SEALCORP Award terms

The terms below from the SEALCORP Award are incorporated into our Agreement with the amendments specified and will apply to SEALCORP Award employees:

TERMS INCORPORATED FROM THE SEALCORP AWARD	AMENDMENTS TO THE CLAUSE
Clause 3, Definitions	Incorporated to the extent the terms are used in the clauses incorporated in this table. In clause 3.1 , 'Commission' is deleted and 'FWC' is inserted. In clause 3.8 , 'SEALCORP Holdings Limited' is deleted and 'Asgard Wealth Solutions Limited' is inserted.
Clause 5, Scope and parties bound	In clause 5.1 , 'SEALCORP Holdings Limited' is deleted and 'Asgard Wealth Solutions Limited' is inserted.
Clause 6, Exemptions	In clause 6.2 : <ul style="list-style-type: none"> 'Annual leave loading' is deleted and 'clause 9 (annual payment)' is inserted; and After 'Wages' insert 'First aid allowance' and 'Rest breaks'. In clause 6.4 , after 'Meal breaks' insert 'First aid allowance' and 'Rest breaks'.
Clause 9, Forms of employment	In clause 9.2.6 , '20.1' is deleted and ' clause 48 (notice of termination) in our Agreement' is inserted. In clause 9.4.3 : <ul style="list-style-type: none"> '37.3' is deleted and '37.5' is inserted. '20%' is deleted and '25%' is inserted. the second sentence is deleted and 'Subject to any entitlements under clause 49.1 (terms from Section 2 that apply), a casual employee is not entitled to personal leave, parental leave or annual leave' is inserted. Delete clauses 9.4.4 and 9.4.5 .
Clause 12, Wages	Delete clause 12.1 .

52. Additional terms from the SEALCORP Award that apply to SEALCORP Award employees

TERMS INCORPORATED
FROM THE SEALCORP
AWARD

AMENDMENTS TO THE CLAUSE

In **clause 12.2.1**:

- '\$30,133' is deleted and '\$36,188.81' is inserted.
- after per annum insert 'or such higher applicable rate under the classification in **clause 13** of the Banking Award that would apply to you'.

Delete second **clause 12.2.1**.

At the end of the clause insert:

'12.3 Annualised salaries

(a) We may pay you an annual salary in satisfaction of any of the following provisions of our Agreement:

- (i) Wages - under **clause 12** of the SEALCORP Award as incorporated in this clause;
- (ii) Allowances - under **clause 13** of the SEALCORP Award as incorporated in this clause;
- (iii) Overtime - under **clause 16** of the SEALCORP Award as incorporated in this clause; and
- (iv) Annual Payment - **clause 9 (annual payment)** of our Agreement.'

(b) Where an annual salary is paid we must advise you in writing of the annual salary that is payable and which of the provisions of our Agreement will be satisfied by payment of the annual salary.

(c) The annual salary must be no less than the amount you would have received under our Agreement for the work performed over the year for which the salary is paid (or if the employment ceases earlier over such lesser period as has been worked).

(d) Your annual salary must be reviewed by us at least annually to ensure that the compensation is appropriate having regard to our Agreement provisions which are satisfied by the payment of the annual salary.

52. Additional terms from the SEALCORP Award that apply to SEALCORP Award employees

TERMS INCORPORATED FROM THE SEALCORP AWARD	AMENDMENTS TO THE CLAUSE
	(e) For the purpose of the National Employment Standards, if you receive an annual salary under this clause, your base rate of pay comprises the portion of the annual salary equivalent to the relevant rate in this clause 12 of the SEALCORP Award as incorporated in this clause and excludes any incentive-based payments, bonuses, loadings, monetary allowances, overtime and penalties.'
Clause 12A, Federal Minimum Wage	Delete clause 12A.2.1 .
Clause 13, Allowances	<p>Delete clause 13.1 and insert 'The allowances in this clause will increase in accordance with any increase to the corresponding allowance in the Banking Award (as amended from time to time).'</p> <p>In clause 13.4.1(a), '\$12.27' is deleted and '\$15.63' is inserted.</p> <p>In clause 13.4.1(b), '\$12.27' is deleted and '\$12.85' is inserted.</p> <p>In clause 13.5.1(a), '\$15.00' is deleted and '\$16.22' is inserted.</p> <p>In clause 13.5.1(b), '\$30.35' is deleted and '\$33.12' is inserted.</p> <p>In clause 13.6.2, '\$124.24' is deleted and '\$125.65' is inserted.</p> <p>In clause 13.6.3, '52.0', '62.0' and '63.0' are deleted and '78' is inserted for each.</p> <p>Delete clauses 13.6.4, 13.6.6 and 13.6.7.</p>
	<p>At the end of the clause insert:</p> <p>'13.8 First aid allowance</p> <p>Where we are required by legislation to appoint an accredited first aid officer(s) to perform first aid duties, such appointed employee(s) must be paid 1.84% of the minimum weekly wage for a Level 2 employee in the Banking Award (as amended from time to time) per week for full time employees and a pro-rata amount for part time employees.'</p>
Clause 14, Superannuation	In clause 14.3.1 , after 'Plan' insert '(provided that it offers a MySuper product or otherwise satisfies the requirements of section 194 of the Fair Work Act)'

52. Additional terms from the SEALCORP Award that apply to SEALCORP Award employees

TERMS INCORPORATED FROM THE SEALCORP AWARD	AMENDMENTS TO THE CLAUSE
<p>Clause 15, Hours of work</p>	<p>In clauses 15.2.6(b), 15.3.3 and 15.4.5, '8 – Dispute settlement procedure' is deleted and 'clause 43 (dispute resolution) in our Agreement' is inserted.</p> <p>In clause 15.4.4, '25 – Termination of employment' is deleted and 'clause 48 (notice of termination) in our Agreement' is inserted.</p> <p>In clause 15.7, 'Meal breaks' is deleted and 'Breaks' is inserted.</p> <p>In clause 15.7.1, after 'continuous work' insert 'unless otherwise agreed or'.</p> <p>In clause 15.7.2, after '60 minutes' insert '(unless otherwise agreed)'.</p> <p>Clause 15.7.3 is deleted and 'Where practicable meal breaks should be taken during normal meal break times or at other times agreed with your manager.' is inserted.</p> <p>At the end of the clause insert:</p> <p>15.7.4 You may have a rest break or breaks at times and in a manner agreed with your manager, or if no agreement is reached, as determined by your manager.</p> <p>15.7.5 If you are working overtime, you will be allowed a 20 minute paid rest break once you have worked five hours since the last rest break.'</p>
<p>Clause 16, Overtime</p>	<p>-</p>
<p>Clause 17, Shift work</p>	<p>-</p>
<p>Clause 18.1, Annual Leave</p>	<p>Delete the clause and 'If you are a Continuous Shift Worker, you will receive an additional 5 days' annual leave per year' is inserted.</p>
<p>Clause 21, Long service leave</p>	<p>-</p>

52. Additional terms from the SEALCORP Award that apply to SEALCORP Award employees

TERMS INCORPORATED
FROM THE SEALCORP
AWARD

AMENDMENTS TO THE CLAUSE

Clause 24, Public holidays

Delete clause **24.1.11**.

At the end of the clause insert:

'We may substitute a day for any of the holidays provided for in this clause if we agree with:

- you;
- the Union or another employee representative - for part or all of our business; or
- the majority of employees directly affected - for part or all of our business.

If we agree to substitute a day for any of the public holidays provided for in this clause that day will be the public holiday for all purposes (including when you receive any additional payment under this clause) and you will not receive any additional payment for working on the original public holiday in this clause.'

Clause 25.5, Redundancy

In **clause 25.5.4**, 'clause 25.1 - Notice of Termination' is deleted and '**clause 48 (notice of termination)**' is inserted.

In **clause 25.5.6(a)**, '25.1' is deleted and insert '**clause 48 (notice of termination)**' is inserted.

In **clause 25.5.6(c)**, '25.3' is deleted and '**clause 48 (notice of termination)**' is inserted.

53. The technical stuff for Section 3

53.1 Calculating rates

When we refer to calculating rates in Section 3, the calculation is based on the applicable annual rate being for 52 weeks, 26 fortnights or 12 months.

53.2 Interaction of Parts

The Parts in Section 3 apply as follows:

- Part 1 (terms from Section 2) prevails to the extent of any inconsistency over Parts 2 and 4;
- Part 3 (BTFG Agreement terms) prevails to the extent of any inconsistency over Part 1 (terms from Section 2) and Part 2 (Banking Award terms).

53.3 Meaning of terms

Expressions used in a term incorporated from the Banking Award or the SEALCORP Award that are defined in the Award, will have that definition. If a term incorporated from the Banking Award or the SEALCORP Award uses an expression defined in both the Award and our Agreement, and it is clear from the context of the term which of the meanings is intended to apply in the term, the expression has that meaning. Any reference to 'award' in the terms incorporated from the SEALCORP Award and the Banking Award will be taken to be a reference to our Agreement.

Section 4:

The technical stuff

54. The technical stuff

54.1 Awards and agreements

Our Agreement operates in place of any other award (including a modern award) or agreement whether certified or not.

54.2 The National Employment Standards

Our Agreement will not operate to exclude any provision of the National Employment Standards.

54.3 Interaction of the Sections

The Sections of our Agreement operate as follows:

- for employees of Westpac, Sections 1 and 4 prevail to the extent of any inconsistency over Sections 2 (unless otherwise specified); and
- for employees of Asgard, BTFG, WFCL and WGIS, Sections 1 and 4 prevail to the extent of any inconsistency over Section 3 (unless otherwise specified).

54.4 At a glance

The 'At a glance' provisions in our Agreement are not operative clauses of our Agreement. They are for reference only, do not affect the meaning of our Agreement and are not relevant to the construction of our Agreement.

54.5 Policies

Any reference to a policy in our Agreement is a reference to the policy in place as amended (or removed) from time to time. No policy referred to in our Agreement is incorporated into our Agreement.

55. Transitional arrangements

55.1 What's this all about

In this clause we've set out the transitional arrangements that will apply in moving from the Former Agreement to our new Agreement. This clause prevails over the rest of our Agreement to the extent of any inconsistency.

55.2 Divisor and take home Fixed Pay

If Section 3, Part B or C of the Former Agreement covered you on the day before our Agreement commenced, and you are paid fortnightly, the divisor for determining your rate of pay will be 26.1 under our Agreement and your annual Fixed Pay will be increased so that there will be no change to your take home Fixed Pay.

55.3 Arrangements prior to making election about hours of work

If on the day before our Agreement commenced, you were a full time, non-packaged employee and Section 3, Part B or C of the Former Agreement covered you and you work 150 ordinary hours over 4 weeks, or you

commenced on or after 1 January 2016 as a full time employee employed to work 150 ordinary hours over 4 weeks and you would have been a full time, non-packaged employee under Section 3, Part B or C of the Former Agreement if it applied, until the process in **clause 55.4** is complete:

- you will continue to work 150 ordinary hours over 4 weeks; and
- the arrangements outlined in **clause 55.4** that apply if you have elected to continue working 150 hours over 4 weeks will apply.

55.4 Election about hours of work

If you are a Previous BankSA employee (ie, you were employed by BankSA before 23 August 1996) and on the day before our Agreement commenced you worked 152 or more ordinary hours over 4 weeks, the arrangements in this clause will not apply to you (but see **clause 55.5**). If on the day before our Agreement commenced, you were a full time, non-packaged employee and Section 3, Part B or C of the Former Agreement

covered you and you work 150 ordinary hours over 4 weeks, or you commenced on or after 1 January 2016 as a full time employee employed to work 150 ordinary hours over 4 weeks and you would have been a full time, non-packaged employee under Section 3, Part B or C of the Former Agreement if it applied, we will ask you to elect to either:

- continue working 150 ordinary hours over 4 weeks, in which case:
 - you will be a part time employee;
 - there will be no change to your Fixed Pay or your leave accruals as a result of you continuing to work the same ordinary hours;
 - the following clauses will not apply to you:
 - **clause 11.11 (reducing part time hours)**, while you continue in the role you were in on the day before the commencement of our Agreement; and
 - **clauses - 11.3 - 11.4 (working full time)**; and

55. Transitional arrangements

- we will not reduce your ordinary hours of work under **clause 14 (setting and changing hours of work)**, without your agreement, while you continue in the role you were in on the day before the commencement of our Agreement; or
- move to working 152 ordinary hours over 4 weeks, in which case:
 - you will be a full time employee;
 - you and your manager will agree when the additional 2 ordinary hours will be worked. If you and your manager have not reached agreement within a reasonable period of time (and, in any event, by the date we implement the change in this clause) you will continue to work 150 ordinary hours and the above arrangements for employees who have elected to continue working 150 ordinary hours over 4 weeks will apply (and no other process for changing hours in our Agreement will apply);
 - your annual Fixed Pay will increase by 1.33% when you start working the additional hours; and

- **clause 11.4 (rostered days off)** will apply if you elect to have a rostered day off.

We will aim to implement any changes under this clause by 30 June 2016.

55.5 Election about hours of work for Previous BankSA employees

If on the day before our Agreement commenced, you were a Previous BankSA employee (ie, you were employed by BankSA before 23 August 1996) and you:

- worked 150 ordinary hours over 4 weeks, the arrangements in **clause 55.4** will apply;
- worked 152 ordinary hours over 4 weeks, you will continue working those ordinary hours and the transitional arrangements in **clause 55.4** will not apply; or
- worked 160 ordinary hours over 4 weeks, you will continue working those ordinary hours according to the arrangements for Previous BankSA employees in the Former Agreement (which will prevail to the extent of any inconsistency over the arrangements in our

Agreement). During this time, **clause 11.4 (rostered days off)** will not apply to you. At a date we determine, your ordinary hours will change to 152 hours over 4 weeks and your Fixed Pay will be reduced by the 4.6% adjustment provided for in the Former Agreement. Prior to that date, you and your manager will discuss the ordinary hours you will cease to work, and if agreement can't be reached, we will determine which ordinary hours you will cease working (taking into account your personal circumstances and the needs of our business) (and no other process for changing hours in our Agreement will apply).

We will aim to implement any changes in this clause by 30 June 2016.

55.6 Application of minimum rates of Fixed Pay in clause 5

If on the day before our Agreement commenced, you were a full time, non-packaged employee and Section 3, Part B or C of the Former Agreement covered you, and you work 150

55. Transitional arrangements

ordinary hours over 4 weeks (under **clause 55.3 or 55.5**) or you commenced on or after 1 January 2016 as a full time employee employed to work 150 ordinary hours over 4 weeks and you would have been a full time, non-packaged employee under Section 3, Part B or C of the Former Agreement if it applied, and you work 150 ordinary hours over 4 weeks (under **clause 55.3 or 55.5**), the minimum rates of Fixed Pay specified in **clause 6 (minimum rates of pay)** will apply on a pro-rata basis.

55.7 Transitioning off Time Away Days

If, on the day before our Agreement commenced, you were entitled to a Time Away Day under the Former Agreement, the following arrangements will apply to you:

- if, on the day before our Agreement commenced, you had cashed out your Time Away Days under clause 42.8 of the Former Agreement:
 - you will continue to work 160 ordinary hours until the end of the 12 month cash out period.

During this time:

- the applicable arrangements in the Former Agreement (including those in **clause 42**) will prevail to the extent of any inconsistency over the arrangements in our Agreement (provided that any reference to an allowance is a reference to the corresponding allowance in our Agreement); and
- **clause 11.4 (rostered days off)** will not apply to you; and
- at the end of the 12 month cash out period:
 - the Time Away Days arrangements in the Former Agreement will have no further operation in relation to you;
 - you will work 152 ordinary hours over 4 weeks, unless we agree a different averaging arrangement; and
 - prior to the end of the 12 month cash out period, you and your manager will discuss the ordinary hours you will cease

to work, and if agreement can't be reached, we will determine which ordinary hours you will cease working (taking into account your personal circumstances and the needs of our business); or

- if, on the day before our Agreement commenced, you have a deferred accrual of Time Away Days:
 - we will make a payment to you for your accrued Time Away or will agree an arrangement about you taking the accrued Time Away; and
 - the Time Away Day arrangements in the Former Agreement will have no further operation in relation to you from 1 January 2016.

55. Transitional arrangements

55.8 Payment for Queensland Flexible Bank Holiday

If, on the day before our Agreement commenced, Section 3, Part B or C of the Former Agreement covered you, and you were entitled to receive a Flexible Bank Holiday in Queensland under the Former Agreement, prior to 31 March 2016 we will increase your annual Fixed Pay by the value of your Fixed Pay (as at 1 January 2015) for one day of ordinary hours worked (pro-rated for part time employees according to the number of ordinary hours worked in the preceding pay period).

55.9 Purchasing leave as a part of a flexible lifestyle arrangement under clause 18

We are developing a system to allow you to be able to purchase additional leave at any time of the year. Until we can implement the new system, you will only be able to purchase additional leave in November. We are aiming to implement the new system in the first year of our Agreement.

55.10 Call monitoring (clauses 35.4 - 35.8)

If you work in a Customer Contact Centre, prior to 31 March 2016 we will issue a collective communication about the types of calls that are monitored for risk and compliance purposes at that time (unless we have issued such a collective communication prior to the commencement of our Agreement).

56. Better off overall

56.1 Better off under the Agreement

If you would be covered by the Banking Award if it applied, and you consider you would have been paid more in a 12 month period from the date this Agreement commences (or less if your employment ends part way through a year) if the Banking Award, rather than this Agreement, applied to you, you may raise it with your manager. We will then determine if you would have been paid more if the Banking Award applied and will make up any shortfall.

56.2 Assessment

In determining whether there is a shortfall, we will take into account the work performed by you during the period and the monetary and non monetary employment related benefits you received, including:

- the Fixed Pay paid to you for ordinary hours worked;
- any overtime, penalties or loadings paid to you;
- any bonuses, incentives, allowances, leave or other payments paid to you; and
- the value of any non monetary benefits (such as salary sacrifice amounts) provided to you.

57. The Dictionary

TERM	MEANING
Agreement	Westpac Group Enterprise Agreement 2016.
Annual Hours	<p>Is the total number of:</p> <ul style="list-style-type: none"> - ordinary hours during the relevant calendar year prior to the date the Annual Payment is made that: <ul style="list-style-type: none"> • have been worked by you; • you didn't work because you were on paid leave; and - ordinary hours expected to be worked by you between the date the payment is made and 31 December of the relevant calendar year - if you work full time this is based on your ordinary full time hours per week provided for in our Agreement and if you work part time this is based on your contracted ordinary hours. <p>Periods of unpaid leave and overtime are not included.</p>
Application Date	The date on which the application for approval of this Agreement is filed with the FWC.
Asgard	Asgard Wealth Solutions Limited (ACN 009 143 597).
Banking Award	Unless otherwise specified in a particular clause, the Banking, Finance and Insurance Award 2010 as amended from time to time, except in Section 3 where Banking Award is defined as the Banking, Finance and Insurance Award 2010 as in force on the Application Date.
BTFG	BT Financial Group Pty Limited (ACN 087 480 331).
BTFG Agreement	The BT Financial Group Pty Limited Employees Agreement 2003 as in force on the Application Date.
BTFG Agreement employee	An employee of BTFG who would have been covered by the BTFG Agreement if it applied.
BT Super for Life	BT Super for Life - Westpac Group Plan.
Compensation	The weekly payment for an Incapacity received by you in accordance with the Workers' Compensation Act.
Continuous Service	<p>Your unbroken period of employment with us, including:</p> <ul style="list-style-type: none"> • after an initial termination of your employment with us, you recommence employment with us within 2 months of the date of the initial termination. The period not worked will not count as service, <p>but not including the following, which will not count as service but do not break service:</p> <ul style="list-style-type: none"> • any period of unauthorised absence; • any period of unpaid leave or unpaid authorised absence which is greater than 10 days, excluding any absence on unpaid parental leave; or • in relation to redundancy, any period of service with us for which you have already received a redundancy payment (ie, no double dipping).
Continuous Shift Work	Where work is carried on with consecutive shifts of employees throughout 24 hours on at least six consecutive days without interruption except during emergencies or meal breaks or due to unavoidable causes beyond our control.

57. The Dictionary

TERM	MEANING
Customer Contact Centres	Customer contact centres in which Westpac Banking Corporation employees working under the Westpac, St.George, Bank of Melbourne and BankSA brands are primarily in external customer facing roles and principally providing sales or services for consumer, business and corporate customers in Australia under the above brands.
DB Member	An employee who is a member entitled to defined benefits under BT Super for Life.
Domestic and family violence	Violent, threatening or other behaviour by a person that coerces or controls a member of the person's family (including current and former partners), or causes the family member to be fearful, whenever and wherever the violence occurs.
us or we	<ul style="list-style-type: none"> • Westpac Banking Corporation (ACN 007 457 141); • BT Financial Group Pty Limited (ACN 087 480 331); • Asgard Wealth Solutions Limited (ACN 009 143 597); • Westpac Financial Consultants Limited (ACN 052 952 753); and/or • Westpac General Insurance Services Limited (ACN 005 274 368). <p>A reference to <i>us</i> or <i>we</i> in this Agreement may be to any one or more of the above entities, as determined by the context.</p>
Eligible Casual	A casual employee who has been employed by us on a regular and systematic basis for at least 12 months and but for the birth (or expected birth) or the placement (or expected placement) of a child, had a reasonable expectation of continuing employment on a regular and systematic basis.
employee	An employee engaged by us who is covered by this Agreement.
Excluded Employee	<p>An employee engaged by us:</p> <ul style="list-style-type: none"> • who is in the role of Chief Executive Officer, Group Executive, Chief Financial Officer, Chief Information Officer, Chief Operating Officer, Enterprise Executive or General Manager or an equivalent role or a role at an equivalent level; • who works on Christmas Island; or • who is assigned or seconded by us to work outside Australia.
Fair Work Act	<i>Fair Work Act 2009</i> (Cth), as amended.
Fixed Pay	Your gross pay for your ordinary fortnightly hours and the value of any salary sacrifice benefits, excluding overtime, loadings, allowances and all employer superannuation contributions.
Former Agreement	The <i>Westpac Group Enterprise Agreement 2013</i> as in force on the date immediately prior to the commencement of this Agreement.
FWC	Fair Work Commission.
Hourly Rate or hourly rate	Your hourly rate based on your gross amount of Fixed Pay paid to you at the date the payment is paid (based on an annual divisor of 52.2 weeks for employees covered by Section 2 and 52 for employees covered by Section 3).

57. The Dictionary

TERM	MEANING
Immediate Family Member	Your spouse (which includes a former spouse, a de facto spouse, former de facto spouse, same sex partner who lives with you as your de facto partner or former same sex partner who you lived with as a de facto), your or your spouse's child (which includes an adopted child, step child, foster child, ex nuptial child), parent, grandparent, grandchild or sibling.
Incapacity	Total or partial incapacity within the meaning of the Workers' Compensation Act arising from an Injury.
Injury	Is a compensable injury as defined under the Workers' Compensation Act for which Compensation is being paid.
Loadings	<p>For employees of Westpac Banking Corporation, loadings for ordinary hours under clause 12 (ordinary hours) and clause 41 (shift work), excluding any loading or penalty:</p> <ul style="list-style-type: none"> • under clause 16 (public holidays); • under clause 7.18 - 7.19 (higher duties allowance); • under clause 15 (overtime); and • for ordinary hours for part time employees, including under clause 11 (types of employment). <p>For employees of Asgard, BTFG, WFCL and WGIS, who are not SEALCORP Award employees or non award employees:</p> <ul style="list-style-type: none"> • who are performing day work (as that term is used in the Banking Award), relevant weekend penalty rates; • who are performing shift work (as that term is used in the Banking Award), shift loadings and relevant weekend penalty rates. <p>For SEALCORP Award employees, shift allowances or loadings for rostered work during ordinary hours.</p> <p>For non award employees, no loadings or penalties.</p>
Make-up Pay	The difference between the amount of Compensation received by you and your weekly rate of Fixed Pay.
Minimum Legislative Superannuation Guarantee Contributions	The minimum superannuation contributions which we must make per quarter on behalf of you so as not to be liable to pay a charge under the Superannuation Guarantee legislation.
non award employee	Employees of Asgard, BTFG, WFCL and WGIS who would not have been covered by either the BTFG Agreement, Banking Award or SEALCORP Award if they applied.
nominal term	The period ending 31 December 2018.
OTE	The meaning given to the expression 'ordinary time earnings' in the Superannuation Guarantee legislation.
Package One or Package Two	A packaging arrangement under clause 40 (packaging) .
performance year	1 October 2014 to 30 September 2015, 1 October 2015 to 30 September 2016 or 1 October 2016 to 30 September 2017, as applicable.

57. The Dictionary

TERM	MEANING
Previous BankSA employee	An employee employed by BankSA before 23 August 1996.
Preserved Long Service Leave Employee	Employees who were a St.George Banking Group Employee, a St.George CCC Employee, a St.George 2007 Heritage Employee or a St.George 2010 Heritage Employee (as those terms were defined in the Former Agreement) on the day before this Agreement commenced but excludes Heritage Westpac Employees (as that term is defined in the St.George Enterprise Agreement 2010) at that time.
Preserved Redundancy Employee	An employee to whom Section 4, Part B or Section 4, Part G of the Former Agreement applied on the day before this Agreement commenced.
Primary Carer	The person with primary responsibility for providing care to the child during normal business hours.
Remote Location	<ul style="list-style-type: none"> In the Northern Territory, north of 21° south latitude. In Queensland, north of 21° south latitude or west of 144° east longitude. In Western Australia, north of 24° south latitude or in Carnarvon, Leonora, Meekatharra or Mount Magnet.
SEALCORP Award	The SEALCORP Employees Award 2003 at it applied on 31 December 2013.
SEALCORP Award employee	An employee of Asgard who would have been covered by the SEALCORP Award if it applied.
Service	<p>Your unbroken period of employment with us. This includes any break or termination in your employment as a result of your transfer within Westpac Group.</p> <p>The following breaks or termination of your employment, do not count as service for calculating long service leave but do not break service:</p> <ul style="list-style-type: none"> where the break or termination of your employment arises from an industrial dispute and you returned to work in accordance with the terms of settlement of the dispute; where we terminate your employment (for any reason) and we reemploy you within 2 months; and any absence on unpaid leave.
SG Contribution Cap	The maximum superannuation contributions we are required to make per quarter for you so we are not liable to pay a charge under the Superannuation Guarantee legislation.
spouse	Includes a former spouse, a de facto spouse, former de facto spouse, same sex partner who lives with you as your de facto partner or former same sex partner who lived with you as your de facto partner.
St.George Enterprise Agreement 2010	The St.George Bank Enterprise Agreement 2010 as in force at the Application Date.
Superannuation Guarantee legislation	The <i>Superannuation Guarantee (Administration) Act 1992</i> (Cth) and the <i>Superannuation Guarantee Charge Act 1992</i> (Cth).

57. The Dictionary

TERM	MEANING
Support Carer	The person who is the spouse of the Primary Carer and who does not have the primary responsibility for providing care to the child during normal business hours.
Union	Finance Sector Union of Australia.
Westpac	Westpac Banking Corporation (ACN 007 457 141).
Westpac Enterprise Agreement 2010	The Westpac Group Enterprise Agreement 2010 as in force at the Application Date.
WFCL	Westpac Financial Consultants Limited (ACN 052 952 753).
WGIS	Westpac General Insurance Services Limited (ACN 005 274 368).
Workers' Compensation Act	The legislation in the State or Territory in which you are employed relating to the payment of compensation to you for injuries arising in the course of your employment.
you	An employee engaged by us (being Westpac, Asgard, BTFG, WFCL or WGIS) who is covered by this Agreement.

signing page

Signed for and on behalf of Westpac Banking Corporation, Asgard Wealth Solutions Limited, BT Financial Group Pty Limited, Westpac Financial Consultants Limited, Westpac General Insurance Services Limited

M.A. Johnston

Michael Johnston
Head of Employment Relations and Special Counsel
275 Kent Street
SYDNEY NSW 2000

James G Delaney
Signature of witness

James G Delaney
Name of witness

Signed for and on behalf of the Finance Sector Union of Australia

Fiona Jordan

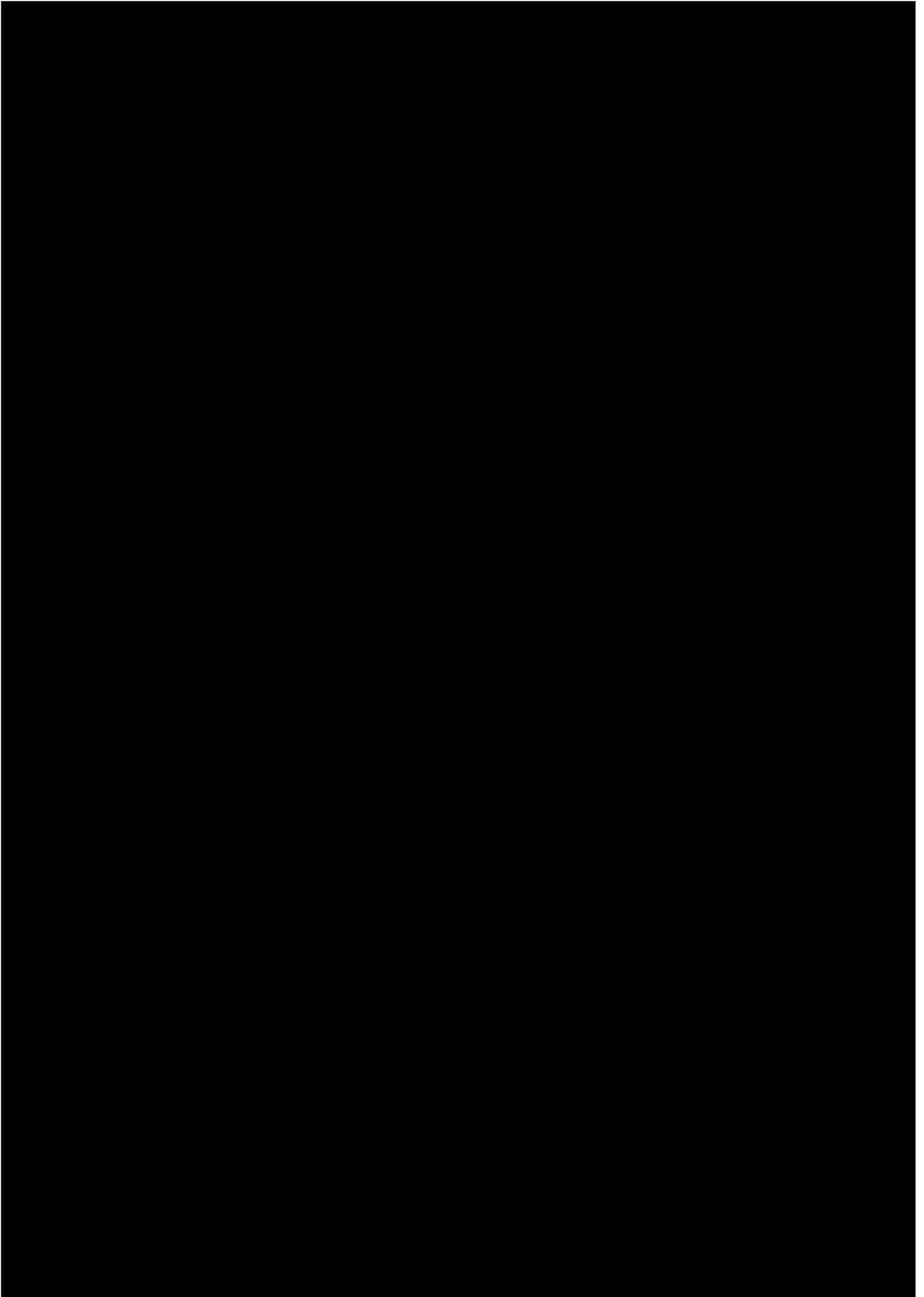
Fiona Jordan
National Secretary, Finance Sector Union of Australia
Level 2, 321 Pitt Street, Sydney, NSW 2000
Authorised under rule 49 of the FSU's rules to sign industrial agreements

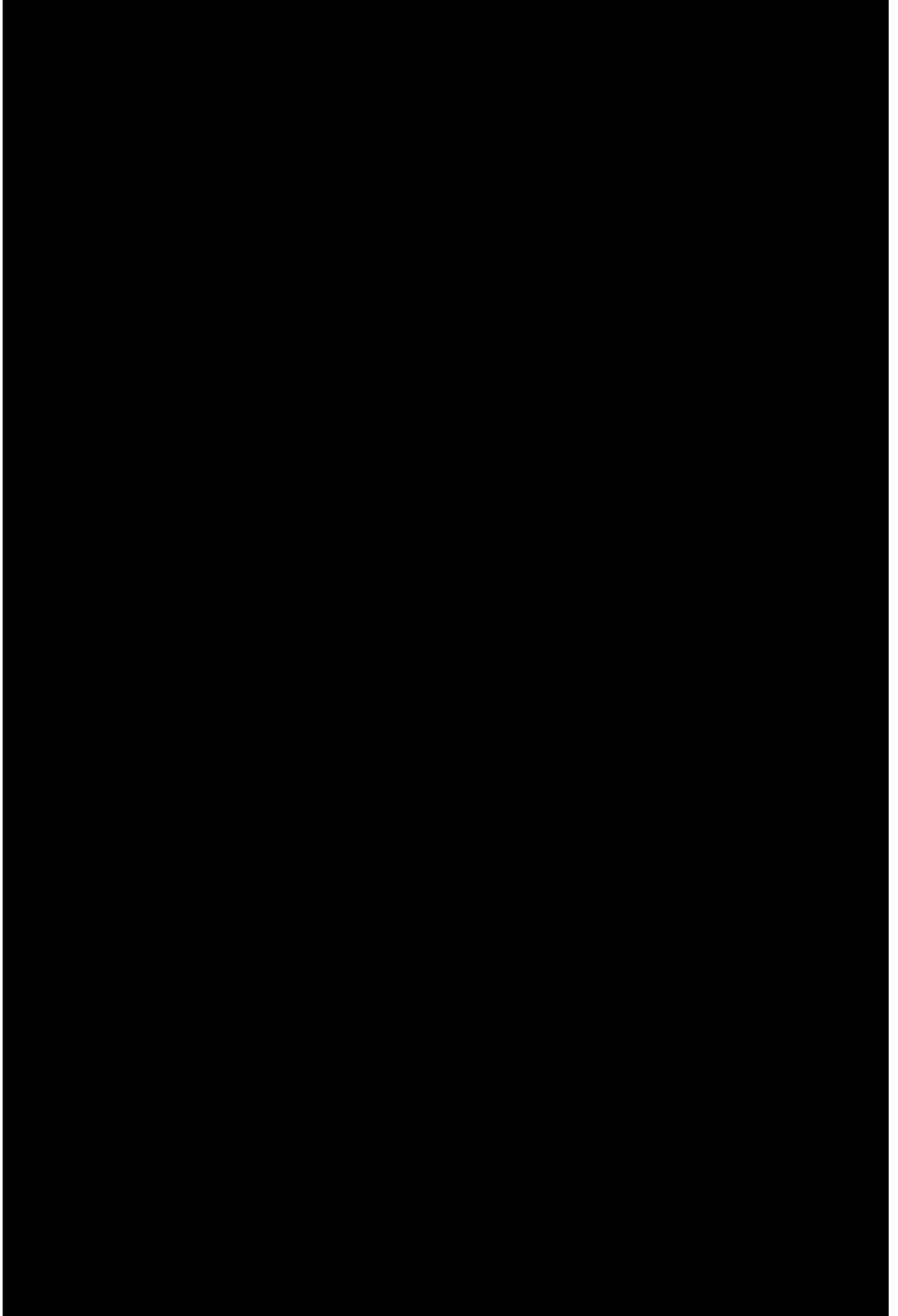
Angela Galati

Signature of witness

ANGELA GALATI

Name of witness





Confidential communication

Westpac Banking Corporation (ABN 33 007 457 141)

Westpac Institutional Bank is a division of Westpac Banking Corporation

Part-time hours of work

Updated 1 January 2016

We have many part-time roles across Westpac. This means there are many opportunities to work part-time if that's what you want to do. If you are part-time it's important for you to know your hours of work arrangements.

This policy outlines how you work part-time hours.

A key area of focus for the Westpac Group is on flexibility. Workplace flexibility is an essential part of creating a strong and successful organisation. Click for [Flexibility toolkit](#).

- Coverage

This policy applies to part time unpackaged employees in Australia of Westpac Banking Corporation (including those working in St.George, BankSA and Bank of Melbourne).

This policy does not apply to Flexible Part Time employees in BankSA. Information about arrangements for Flexible Part Time employees can be found in clauses 11.12 – 11.18 (inclusive) of the Westpac Group Enterprise Agreement 2016.

This policy also does not apply to employees of Asgard Wealth Solutions Limited, BT Financial Group Limited, Westpac Financial Consultants Limited or Westpac General Insurance Services Limited.

You should read this policy together with the relevant sections of any Enterprise Agreement that applies to you.

- **Ordinary Hours – Part-time hours of work for unpackaged employees**

Ordinary hours

Ordinary hours are the regular hours you work excluding overtime.

Ordinary hours may be worked at any time of the day or week.

We base your ordinary hours on a 4 week cycle unless we agree a different averaging arrangement with you. This means your total ordinary hours are worked over a 4 week period. In some cases ordinary hours will be worked in the same pattern of hours and days in each week, and in others a different pattern might be worked each week.

- **Minimum and maximum ordinary hours**

Minimum ordinary hours

The minimum ordinary hours should be 60 hours per 4 week cycle, unless you and your People Leader agree otherwise in writing. If you have agreed to work less than 60 hours per four week cycle, your hours can be increased to 60 (or more) hours per four week cycle, provided your People Leader determines the extra hours are available and the increase in hours is agreed in writing.

Your minimum hours at any one time will be 3 hours unless you and your People Leader

agree otherwise.

Maximum ordinary hours

Your maximum ordinary hours should be less than 152 hours per 4 week cycle.

The following table shows the maximum ordinary hours you can work each day and week:

Period worked	Maximum ordinary hours
Day	10 hours
Week	50 hours
4 week cycle	152 hours unless we agree a different averaging arrangement with you

These hours don't include overtime or the time you take for meal breaks.

You can also agree to work your hours on a given day in two or more separate periods (and any break between these periods is unpaid).

Break between work days

Unless you have agreed to work your hours on a given day in two or more separate periods, you're entitled to a break of 10 consecutive hours between work days. That is, 10 hours from when you stop work and before you start work again.

If we ask you to come back to work under [Standby and call back to work](#) or [Overtime and meal allowance](#) policy we will pay you an allowance.

- **Working extra hours**

Working extra hours

We may ask you to work extra hours, over and above your regular contracted hours, in a 4 week cycle. It's up to you whether you agree to work the extra hours.

If, after working the extra hours, you will not have worked more than 152 hours in the 4 week cycle, then these hours will be treated as ordinary hours. However, depending on how much notice we give you to work the extra hours, you may be entitled to a loading on your pay.

If you agree to work the extra hours at least a week before the extra hours are worked, we will pay you for the additional hours at your Fixed Pay. But if you agree to work the extra hours change your hours less than a week before the extra hours are worked, then we pay you a 25% loading on your Fixed Pay for the additional hours.

If you're entitled to a higher loading for the extra hours (e.g. if you work them on the

weekend) then we'll pay you that higher loading instead.

- **Overtime**

Overtime

We may authorise you to work more than 152 hours in a four week cycle.

When you work more than 152 hours in a 4 week cycle, you're entitled to overtime. You can receive payment for overtime or may be offered time off in lieu. See the [Overtime and meal allowance](#) policy for more information.

- **Meal breaks**

Your meal breaks

You should take a meal break after five hours work unless otherwise agreed or if you are due to finish work during the meal break. Where practicable, meal breaks should be taken during normal meal times or at other times agreed with your manager.

Length of break

You can have a 45 minute meal break or can agree another arrangement with your manager.

Swapping breaks

Depending on your role and where you work we may roster your meal breaks. When this occurs, you and your colleagues can arrange to swap your meal breaks provided your manager also agrees.

Rest breaks

You can have a paid rest break or breaks at times and for a duration agreed with your manager or if no agreement is reached, as determined by your manager.

- **Loadings for ordinary hours**

Loadings for ordinary hours

If you work ordinary hours between 6am and 9pm Monday to Friday, no loading will apply.

If you agree to work ordinary hours outside these times on weekdays or on weekends, you will receive a loading.

If you agree to work ordinary hours prior to 6am or after 9pm, Monday to Friday, you will receive a 30% loading, except if you work between 12 midnight on Sunday and 6am Monday morning, when a 100% will apply.

If you agree to work ordinary hours on the weekend, you will receive the following loadings:

- Saturday between 8am and 6pm - 50% loading
- Sunday between 8am and 6pm - 75% loading
- Before 8 am and after 6pm the weekend - 100% loading

These loadings do not apply to Employees performing shiftwork in accordance with Clause 41 of the Westpac Group Enterprise Agreement. For more information regarding shiftwork, please see the [Shiftwork policy](#).

The table below summarises the loadings that apply for ordinary hours worked on weekdays and weekends.

Hours	Monday	Tuesday - Friday	Saturday	Sunday
12am-1am	100%	30%	100%	100%
1am-2am	100%	30%	100%	100%
2am-3am	100%	30%	100%	100%
3am-4am	100%	30%	100%	100%
4am-5am	100%	30%	100%	100%
5am-6am	100%	30%	100%	100%
6am-7am	0	0	100%	100%
7am-8am	0	0	100%	100%
8am-9am	0	0	50%	75%
9am-10am	0	0	50%	75%
10am-11am	0	0	50%	75%
11am-12pm	0	0	50%	75%
12pm-1pm	0	0	50%	75%
1pm-2pm	0	0	50%	75%
2pm-3pm	0	0	50%	75%
3pm-4pm	0	0	50%	75%
4pm-5pm	0	0	50%	75%
5pm-6pm	0	0	50%	75%
6pm-7pm	0	0	100%	100%
7pm-8pm	0	0	100%	100%
8pm-9pm	0	0	100%	100%
9pm-10pm	30%	30%	100%	100%
10pm-11pm	30%	30%	100%	100%
11pm-12am	30%	30%	100%	100%

Working on weekends

If you work ordinary hours on the weekend, you will be able to have at least 2 days off in

any 7 day period, unless you and your people leader agree otherwise.

If you have a preference for two consecutive days off, your people leader will agree to that arrangement if it is reasonably practicable for the business.

If you have agreed to work ordinary hours on 6 days in every 7 day period and you want to move to having at least 2 days off in every 7 day period while continuing to work on the weekend, then you can do so by providing 4 weeks' notice in writing.

If you have agreed to work 6 days in every 7 day period, you may revert to having at least two days off in any 7 day period by giving 4 weeks' written notice (except where this involves no longer working ordinary hours on the weekend in which case different arrangements will apply. See clause 12.7 of the Westpac Group Enterprise Agreement)

If you have agreed to work ordinary hours on weekends and have not been rostered to work regularly on weekends within 6 months of signing that agreement, your agreement to do so will lapse.

All hours worked on weekends will be ordinary hours unless the hours worked are overtime.

Opting out of ordinary hours before 7am or after 9pm weekdays or before 8am and after 6pm on weekends

If you decide to opt out of ordinary hours before 7am and after 9pm, Monday to Friday OR before 8am and after 6pm on weekends you must provide 8 weeks' notice.

You can opt out of ordinary hours between 8am and 6pm on weekends if a suitable replacement is available. If it is difficult for you to continue current hours until a replacement is found, we will work with you to make the change as early as possible.

When we want you to stop working ordinary hours between 9pm and 7am weekdays or on weekends

If we want you to stop working ordinary hours between 9pm and 7am weekdays, or on the weekends, we will give you 8 weeks' notice (unless otherwise agreed). We will roster your ordinary hours between 7am and 9pm weekends by the end of the 8 week notice period (unless a shorter period is agreed).

The Enterprise Agreement provides for processes where either we or you want to change your ordinary hours between 9pm and 7am on weekdays, or on weekends, (see clauses 12.7 and 12.8) and what happens when these changes can't be accommodated. See clause 12.11.

- **Working your hours flexibly**

Flexible hours

You and your People Leader can agree for you to work any pattern of hours each day and

days each week within the span of hours for your workplace. The hours you work flexibly need to be in line with our minimum and maximum ordinary hours.

- Changing my part-time work hours

Setting your work hours

Your People Leader will determine your proposed hours of work. When setting your hours of work, your People Leader will:

- advise you of the hours set at least 7 days before the commencement of the 4 week work cycle;
- take into account your personal, financial and family needs and accommodate those needs as far as practicable;

If a particular roster for a 4 week cycle needs to be altered after it has been set to meet business needs, either in the week prior to the commencement of the four week cycle or during the four week cycle, your people leader will discuss the proposed alteration with you. Any alteration to the roster during this period will only occur by agreement between you and your People Leader.

Changes to hours

We will consult with you about proposed hours of work where it wants to change the hours you are already working in the following way, provided that any variation to hours must be reasonable having regard to your personal circumstances and business needs.

Where agreement is reached between you and your People Leader about changed hours, the changed hours will apply from the commencement of the next 4 week work cycle or an earlier date if agreed.

Step One:

- You and your People Leader will seek to reach agreement about the proposed hours.
- Your People Leader will identify the hours of work it proposes to set and outline the reason for wishing to set those hours.
- Your People Leader will give you a reasonable opportunity to consider the hours we propose to set.
- Your People Leader will give you a reasonable opportunity to let us know your views and discuss the hours proposed. We will work with you about the proposed change having regard to your needs and the business needs.
- You will not unreasonably agree to the change in hours.
- The time recommended for Step 1 is 1 week.

Step Two:

- Where agreement has not been reached between you and your People Leader, an additional period will be provided for further discussion.
- During this period, you and your People Leader will continue to attempt to resolve

- The time recommended for Step 2 is 1 week.

Step Three:

If agreement cannot be reached between you and your people leader, your people leader will set the hours of work and give you at least 2 weeks' notice of those hours and they will take effect at that time (regardless of whether notice expires at the commencement of or during a work cycle)

You may request an additional period of notice in order to adjust their personal arrangements to accommodate the change to hours. An extension of the period of notice will not be unreasonably withheld.

If the change involves a reduction in hours we will only reduce your weekly ordinary hours by 2 hours each 6 week period unless otherwise agreed.

Step Four:

If you are still concerned about your new hours, within 7 days after the completion of Step 3, you may raise your concern under Westpac's Dispute Settlement Procedure. If this occurs, the hours will not take effect for the Employee pending the completion of the dispute resolution process.

This process applies to, amongst other things, any change to starting and finishing times you work.

Reduction in hours

Where we reduce your hours at our initiative by 25% or more in any 12 month period it will result in your position becoming redundant. If this happens see the process of redundancy and retrenchment in the [Redundancy and Redeployment policy](#)

Where your part time hours of work are reduced under the **Changes to Hours** provisions (see above), the reduction will be introduced at the rate of no more than 2 hours per week, over each 6 week period (e.g., a reduction from 36 hours per week to 30 hours per week could be implemented over an 18 week period, where the first six weeks would be maintained at 36 hours per week; 34 hours per week for the second 6 week period; 32 hours per week for the third 6 week period and 30 hours per week after that).

Note: For employees who immediately before 1 January 2016 worked on a full time basis of 150 hours each 4 week cycle in St.George, BankSA or Bank of Melbourne and elected to remain on this arrangement as part of the EA transition process and become a part time employee, we will not reduce your ordinary hours whilst you continue in the role you were in immediately before 1 January 2016 (unless it is agreed).

If you have any concern about the reduction of your hours when we initiate it, Steps 1 to 4 in **Changes to Hours** (see above) must apply.

Policy discretion levels

The following outlines which policy elements are mandatory, subject to divisional discretion and local (subject to **People Leader** discretion).

- Mandatory

- Ordinary hours
- Maximum ordinary hours
- Loadings
- Breaks between working days
- Entitlements to meal breaks

- Divisional

- Local

- Workplace rostering arrangements
- Agreement to rosters of less than 60 hours per 4 week per cycle
- Timing of meal breaks and rest breaks
- Authorisation of extra hours
- Swapping of rostered schedules between employees.

Related information

Disclaimer

Westpac Banking Corporation (and its related bodies corporate) may amend, vary, supplement or remove this policy at any time.

This policy does not form part of your employment contract.

- Related policies and information

[Full-time hours of work](#)

[Moving between full-time and part-time](#)

[Shiftwork](#)

[Overtime and meal allowance](#)

Part time [example](#)

- Industrial Instruments

[Westpac Group Industrial Instruments](#)

Other information

- Policy owner

Policy owner	Employee Relations and Policy
Contact name	HR Service Centre - 1800 655 592 or +61 2 9293 9771

- Version control

Date of change	Content changes
15 February 2010	First version in <i>peoplexpress</i> replacing Employee policy of same name and associated change history.
24 September 2010	Amendments around Westpac Employee Award 2010
1 January 2016	Updated to reflect Westpac Group Enterprise Agreement 2016