



# ANZ Collective Agreement Consultation October 2010



Negotiations for a new collective agreement for Group 4, 5 & 6 ANZ employees in Australia have resulted in a proposal being drafted for reference and consultation with FSU members in ANZ.

## Background

A new collective agreement covering ANZ's Australian employees has not been negotiated since 1998 despite numerous attempts. The discussions to reach this point have taken longer than both parties anticipated but have been conducted positively.

Importantly, the proposal provides certainty around pay outcomes for 2010 and 2011 for Group 5 & 6 Award employees.

Your feedback earlier this year rejecting ANZ's proposed changes to its pay system (ie. moving from guaranteed pay outcomes to market and performance based discretionary pay increases under the Global Performance Framework), has influenced the negotiations.

Your feedback has resulted in the Global Performance Framework for Group 5 & 6 employees being removed from the proposal.

**ANZ didn't agree to everything we've asked for and some critical issues require your attention and input.**

The proposal includes two critical positions that FSU believes requires your particular feedback, namely: ANZ has "sole discretion" in determining your targets and objectives; and employees who receive a rating of 4 for two consecutive years receive a zero increase.

It is critical that you have your say about these important issues.

## Your Feedback Matters

The ANZ and FSU have agreed to meet one final time to consider your feedback on the proposal prior to a ballot of all affected employees being conducted.

This is your opportunity to raise any concerns you and your colleagues have about the proposal for a new collective agreement with both your union and directly with ANZ.

You can make a difference to the outcome as demonstrated on the pay issue.

## Coverage

The proposed agreement will cover all Group 4, 5 & 6 ANZ employees in Australia.

## Term

The agreement is a 2 year collective agreement with a nominal expiry date at the end of October 2012, as well as an undertaking to begin negotiations before that date.

Contact the Finance Sector Union:

Ph: 1300 366 378 | Fx: 1300 307 943 | Email: [fsuinfo@fsunion.org.au](mailto:fsuinfo@fsunion.org.au) | Web: [www.fsunion.org.au](http://www.fsunion.org.au)

Authorised by Leon Carter, National Secretary



# What is in the Agreement?

## Pay

Pay increases (back dated to 24 September 2010) to all Group 5 & 6 Award employees, based on your performance rating

- 4% salary increase if you are rated 3B or above
- 2% salary increase if you are rated 4A or 4B
- No salary increase if you are rated 4 for the second consecutive year, 5, any C or are on a performance improvement plan

FSU has concerns about employees who receive two consecutive 4 ratings receiving a zero pay outcome. The situation positions ANZ employees differently to your peers in the other major banks who are not doubly disadvantaged by not being able to reach what could be unachievable targets for two consecutive years.

## Minimum Rates of Pay

The proposed adjustment to the minimum salary rate for each Grade are as follows

- Between 2% - 7% increase from 24 September 2010
- 2% increase from 30 September 2011

This means regardless of your performance, if you are paid on the minimum rate for your Grade you will receive an increase.

## Targets/Performance Pay

ANZ has sole discretion to determine your Performance Assessment. Once you have been given your performance objectives you have the right to raise any concerns within 4 weeks, if your concerns remain unresolved the process can escalate as far as your 2-up line manager. If your concerns still remain unresolved you are able to invoke the Solve the Problem process.

Should the proposal give ANZ 'sole discretion' in determining your performance objectives, it will be extremely difficult for an employee to have the decision successfully arbitrated by Fair Work Australia.

## Staffing

A provision to deal with staffing issues in the Branch Network has been included in the proposed Agreement. This clause contains undertakings from ANZ to consider a range of issues when staffing the branch network including flexible work policies, capacity to complete work in your rostered hours and health and safety obligations.

ANZ has also undertaken to consult with the FSU regarding staffing levels in the branch network.

## Change to hours

If ANZ initiates a change to your rostered hours or days of work it can occur through consultation and with your personal circumstances and preferences being genuinely considered before a decision is made. If agreement cannot be reached, you will receive at least 4 weeks notice to your change of hours or days.

If you initiate a change to your rostered hours or days of work, ANZ will not unreasonably refuse the change, subject to business and customer needs.

If agreement cannot be reached in either situation, Solve the Problem may be invoked and the matter can be escalated to an independent umpire, Fair Work Australia, for a binding decision. Currently change of hours only occur by mutual agreement.

## Solve the Problem (Disputes Procedure)

The 'Solve the Problem' section of the Agreement discusses collaborative problem solving at ANZ and allows for an independent body, Fair Work Australia, to determine unresolved disputes on all issues under the Agreement and the National Employment Standards (NES).

Arbitration will only be available on all matters whilst the government's "Fair Work Principles" are in force.

If the government were to change the regulations in relation to the Fair Work Act then arbitration would only be possible on the following conditions:

- Changes to rostered hours or days of work
- Changes to work locations
- Temporary changes to rostered hours or days of work
- A decision by ANZ to decline a requested change to rosters or contracted hours of work
- Requirements to work on a public holiday

FSU is encouraged by the inclusion of arbitration, which doesn't currently exist at ANZ. However, our preference is that members be able to access independent arbitration on all matters contained in the proposal regardless of government regulations.



## What is in the Agreement?

### My Week (Span of Hours)

The span of ordinary hours for new employees or existing employees who are offered a new role within ANZ will be:

- Any 5 days within a 7 day period.
- Your roster will include a notional weekend of 2 consecutive days per week, if that is your preference
- Your roster will take into account any individual preference for hours and consider your personal, financial and family needs that you raise.
- Customer and business needs will be a significant consideration when setting your roster
- Where possible, your roster will be set by mutual agreement

### Branch network:

If you work in the Branch network you may agree to work:

- Before 7am or after 7pm Monday to Friday
- Saturdays and Sundays as part of My Week

Your arrangement to have these times form part of My Week is voluntary.

### Sick Leave

Sick leave under the proposed Agreement will be deducted on an hour for hour basis, rather than the current arrangement whereby if you attend work for less than half a day only half a day would have been deducted and if you stay for longer than half a day no deduction is made.

### Annual Leave

The proposed Agreement makes provisions for you to cash out annual leave. You will only be able to cash out annual leave in excess of 160 hours and your remaining leave cannot fall below 160 hours.

### Paid Parental Leave

12 weeks paid parental leave will move from ANZ Policy into the Agreement, guaranteeing this entitlement for the life of the Agreement.

### Relationship with the FSU

ANZ has again undertaken through the Agreement to continue to consult with the FSU on change and recognize FSU Reps and honorary officials. FSU will also retain the right to attend inductions to introduce the FSU to new employees.

### Offshoring

Through the Agreement ANZ continues to confirm its commitment to the FSU/ANZ offshoring principles. FSU will also continue to jointly administer the Training and Hardship Funds which were established last year to assist employees who have lost their jobs via Offshoring decisions. To date over \$820,000 has been granted to affected employees since the funds began last year.



### Individual Flexibility Arrangements

Employees of ANZ who are covered by the Agreement will be able to request an Individual Flexibility Arrangement. Any Agreement will need to be agreed with your manager and then go through a process of approval within ANZ.

ANZ will report to FSU, in a non-identifiable way, within 7 days of any Individual Arrangements on the basis of Grade, Business Unit and gender of the person who enters into the Arrangement.

## What's next?

Negotiations have gone as far as they can, it is now time for you to have your say. You need to tell both ANZ and the FSU if you have any concerns with the Collective Agreement. This is your last opportunity, before you cast your vote, left for change.

### What does your team think?

We need to hold meetings of members to:

- Discuss the key proposed issues/changes
- Identify issues and questions that members have
- Ensure that all members are able to provide their feedback



### Workplace Meetings and Feedback Mechanism

At the FSU's request ANZ has authorised working time for Reps to hold a workplace meeting to discuss this proposal.

The best way to do this is to talk to your Team Leader and explain that you need some time to discuss the proposals for a new ANZ Collective Agreement at your next team meeting or other agreed time.

- Provide copies of the information sheets to all your colleagues and discuss the key issues being proposed.
- Make sure all your colleagues provide their feedback to both ANZ and the FSU
- You should send your feedback to :
  - ANZ via email to [enterpriseagreement@anz.com](mailto:enterpriseagreement@anz.com)
  - and cc FSU [anzfeedback@fsunion.org.au](mailto:anzfeedback@fsunion.org.au)

► **Feedback closes on Friday 5 November 2010**