

For staff consideration – 12 October to 5 November 2010

**ANZ Collective Employment
Agreement 2010 - 2012
(Australia)**

FOR STAFF CONSIDERATION – 12 OCTOBER TO 5 NOVEMBER

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1. OPERATION OF THIS AGREEMENT

1.1. Name of this Agreement

This Agreement will be known as the ANZ Collective Employment Agreement 2010 - 2012 (**Agreement**).

1.2. When this Agreement applies

This Agreement starts to operate on the day 7 days after it is approved by Fair Work Australia and has a nominal expiry date of 20 September 2012. The persons covered by this Agreement will commence negotiations for a replacement agreement three months prior to the nominal expiry date of this Agreement.

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

1.3. Who this Agreement covers

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

The Agreement covers the following persons:

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

1.4. Exceptions for Employees who have accepted a TEC Package

1.4.1. Who may be offered a TEC Package

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

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

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

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

- 1 – Operation of this Agreement
- 2.1(i) - Averaging of hours for TEC Employees
- 2.7 – Absent from duty
- 3.6 - ANZ Employee Share Plan
- 3.7 – Salary sacrifice
- 3.8 - Workers Compensation Make Up Pay
- 3.9 – Payment of salary
- 3.10 – Salary Deductions
- 4.1(a) and (c) to (g), 4.2, 4.3, 4.5 , 4.6, 4.7, 4.8 – Leave Arrangements
- 5 – Redundancy and Retrenchment
- 6 - Individual Flexibility Arrangements
- 7 – Relationship and Consultation
- 8 - Solve the Problem:
 - to the extent that it relates to the matters arising under this Agreement applicable to TEC Employees as specified in this clause 1.4.2; and
 - in relation to the National Employment Standards
- 9 – Occupational Health and Safety
- Schedule 1 - Classifications
- Schedule 3 and clause 3.5 - the following allowances:
 - 1 - Taxi Allowance
 - 2 - Car Allowance
 - 4 – Higher Duty Payment (more than 4 days) – for TEC Employees under clause 1.4.1(b) only
 - 10 - Transfer Expenses, and
 - 11 - Travelling Expenses.

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- Schedule 4 B.2 - Exclusion of RDOs for TEC Employees
- Schedule 5 - Dictionary.

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

1.5. Market-rated Employees

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

1.6. Modes of Employment

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

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

1.7. Incorporated Terms and Entire Agreement

- (a) The terms of the ANZ/FSU Arbitration Agreement 2007 as at the date of the commencement of this Agreement are incorporated into this Agreement save that in that Arbitration Agreement document for the purposes of this Agreement a reference to the ANZ Group Award and the ANZ/FSU Agreement 1998 will be read as references to this Agreement (**Incorporated Terms**).

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- (b) Together with the Incorporated Terms, this document and its schedules constitute the entire agreement between ANZ, the FSU and the Employees as to its subject matter.
- (c) To that end, this is a comprehensive agreement which replaces and operates to the exclusion of any other award or Previous Agreement with respect to the Employees, including but not limited to:
 - (i) the Banking Services – ANZ Group – Award 1998, the Banking, Finance and Insurance Award 2010 or any other Modern Industry, Occupational or Enterprise Award; and
 - (ii) the ANZ/FSU Agreement 1998.

2. WHAT ARE MY WORKING ARRANGEMENTS?

2.1. What are my contracted hours?

- (a) Your contracted hours of work are the number of hours which you are currently contracted to work or the number of hours which you initially or subsequently agree with ANZ to work.
- (b) Your contracted hours are averaged across a four week cycle and constitute your ordinary hours of work for the purposes of leave accruals and other benefits under this Agreement and the NES.
- (c) If you are a permanent Employee, your contracted hours will be either:
 - (i) for full time Employees:
 - (A) subject to Schedule 4, an average of 152 hours over 19 days with a pro-rata reduction in Salary but with an RDO every 4 weeks; or
 - (B) if ANZ offers and you agree, an average of 160 hours every 4 weeks with no RDO;
 - (ii) for part time Employees - any number of hours less than an average of 152 hours every 4 weeks.
- (d) Unless mutually agreed with the Employee after they have commenced employment at ANZ, part time Employees will not be contracted to work more than 132 hours per four week cycle.
- (e) If you work less than 152 hours in a 4 week cycle, your entitlements under this Agreement will be pro-rated accordingly.
- (f) Employees who are contracted to work less than 152 hours will be given the opportunity to increase their contracted hours where additional hours are reasonably available for them to pick up in their branch, district or department before ANZ employs additional Employees.
- (g) Schedule 4 of this Agreement applies in relation to RDO arrangements.
- (h) Casual Employees may be engaged on an as needs basis to meet a peak in workloads, unforeseen circumstances or to provide relief. If you are employed as a casual Employee, you will be engaged on an hourly basis and ANZ will contact you when you need to work. You will be paid based on an Hourly Rate for the job you perform and a casual loading in accordance with clause 2.3.1. The minimum duty will be no less than three hours on any one day.

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- (i) If you are a TEC Employee, your contracted hours of work will be averaged across a 26 week cycle and will constitute your ordinary hours of work for the purposes of leave accruals and other benefits under this Agreement and the NES.

2.2. What is my roster?

2.2.1. General Rostering Arrangements

- (a) At the time of being offered employment with ANZ or a new role within ANZ after the commencement of this Agreement, you will agree the days that you will be available for work. These days will be known as “My Week” and will be used to design your rostered hours of work. For existing Employees in their current roles at the commencement of this Agreement, “My Week” will be the days that you currently work and these days will remain unless things change in accordance with clause 2.4.
- (b) ANZ may roster you to work your contracted hours on up to any 5 days of My Week for each 7 day period. ANZ will set rosters that provide you with a notional weekend of 2 consecutive days per working week, if that is your preference. By agreement these 2 days may be taken as individual days (i.e. not consecutively).
- (c) Your Manager will determine your roster to satisfy business requirements within the business unit. Your roster will take into account your individual preference of hours and consider any personal, financial, and family needs that you raise, however, customer needs and operational requirements will be a significant consideration when determining your roster. Where possible, your roster will be set by mutual agreement.
- (d) You will be given rosters with a minimum of 3 hours' (4 hours' in Melbourne and Sydney CBD, including North Sydney) and a maximum of 10 hours' work per day for any of the days you have agreed to work as part of My Week. You can agree to work up to 12 hours in a day where this is requested by ANZ and if ANZ's occupational health and safety requirements are met.
- (e) Unless you agree otherwise, you will not be expected to work split shifts or to come to work twice in one day. If you work less than 152 hours in a 4 week cycle, and at the request of ANZ, you do come to work twice in one day, ANZ will reimburse you for direct out of pocket costs, such as travelling and additional child care costs. You will also be paid for the time spent travelling to and from work for the second time.

2.2.2. Additional Arrangements for the Branch Network

(a) Rostering in the Branch Network

If you work in the Branch Network you may agree to work after 7.00pm Monday to Friday, Saturdays and Sundays as part of My

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Week, subject to the incentive or shift loadings in clause 2.3. Your agreement to have these times form part of My Week is voluntary.

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

(b) Staffing in the Branch Network

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

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

- (i) ANZ will use its workforce planning model as in place from time to time and consider relevant factors, such as leave or other authorised absences, business opportunities and customer needs as each vary from time to time.
- (ii) ANZ will consider its health and safety obligations, in Policy and in law, and its flexible work Policies, and its expectation that you are able to complete your work within your rostered hours.
- (iii) Where ANZ decides to fill a vacant position in the branch network, ANZ will take reasonable steps to fill these positions promptly, consistent with business needs.
- (iv) ANZ will consult with the FSU over concerns about staffing levels in any part of the branch network in accordance with section 7.

2.3. **Your Salary and Loadings**

For time worked in accordance with your contracted hours, you will be paid your Salary and ANZ will make compulsory statutory superannuation contributions. Your full time equivalent Salary will be no less than the minimum salary set out in Schedule 2 for your classification set out in Schedule 1, based on a 152 hour or 160 hour cycle as applicable.

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

2.3.1. *Casual Loading*

If you are a casual Employee, you will be paid the Hourly Rate plus a casual loading of 25%. This casual loading applies in lieu of any

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benefits to paid leave, leave loadings, notice of termination and redundancy. Applicable incentive or shift loadings will be paid in addition to the casual loading. Overtime loadings are in substitution for the casual loading (except on public holidays where only the normal casual loading is payable in addition to the normal public holiday loading).

2.3.2. *Day Workers - Incentive Loadings*

If you are not a Shift Worker, you will be paid an incentive loading for all contracted hours worked:

- (a) Monday to Friday, after 7.00 pm and before 7.00 am – 30%;
- (b) Saturday, between 8.00 am and 4.00 pm – 50%;
- (c) Saturday, before 8.00 am or after 4.00pm – 100%; or
- (d) Sunday – 100%.

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

These incentive loadings do not apply when you are working overtime (except where the overtime attracts a Payment Above Contract Loading in accordance with clause 2.5).

2.3.3. *Shift Workers – Shift Loadings*

(a) Shift Loadings

If you are a Shift Worker, you will be paid the following shift loadings for contracted hours worked in the following spans Monday to Friday:

- (i) Morning shift, that begins at or after 4.00am but before 7.00am – 12.5%;
- (ii) Afternoon shift, that begins at or after 11.00am but before 7.00pm and finishes after 7.00pm – 15%; or
- (iii) Night shift, that begins at or after 7.00pm but before 4.00am – 27.5%.

A Shift Worker will be entitled to a 100% loading for contracted hours for the duration of the shift where the majority of hours for that shift fall on a Saturday, Sunday or public holiday.

Shift loadings are calculated based on the lesser of an Employee's Hourly Rate and:

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- from the commencement of this Agreement and for the remainder of the 2010/11 ANZ Financial Year - \$22.91 per hour; or
- for the 2011/12 ANZ Financial Year and onwards - \$23.37 per hour.

Shift loadings are paid for the duration of the shift, based on when the shift starts.

(b) Closure of grandfathered shift loadings

If you:

1. worked under the shift penalty arrangements applicable under the ANZ Group Award 1991; and
2. continued to claim any higher shift penalties under clause 4.4 of the ANZ/FSU Agreement 1998; and
3. are classified as a Shift Worker for the purposes of this Agreement;

then at the commencement of this Agreement you will change to have your shift penalties determined in accordance with clause 2.3.3(a) and receive a one-off payment of \$750 within 28 days of the commencement of this Agreement, less applicable taxation.

(c) Ceasing to be a Shift Worker

By agreement between an Employee and ANZ, an Employee designated as a Shift Worker may cease to be designated and paid as a Shift Worker (in which case the Employee will be paid incentive loadings in accordance with clause 2.3.2 where applicable).

2.4. What if things change?

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

In the event that agreement is not reached via this clause (a), then subject to the general parameters prescribed in clauses 2.2.1(b) – 2.2.1(e), the remainder of this clause 2.4 will apply to Employees in relation to any changes that are initiated by you or ANZ.

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

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

- (c) Where you initiate a change to your contracted hours of work or your rostered hours or days of work, ANZ will not unreasonably refuse the change, subject to business and customer needs and the NES.

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

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

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- (ii) the transfer does not involve an Unreasonable Impact on your travel time or costs; and
- (iii) your personal circumstances and preferences are genuinely considered by ANZ before the decision is made.

2.5. Payment for additional hours

- (a) ANZ may require you to work a reasonable number of hours in addition to your contracted hours of work, or for casuals any hours in excess of 152 hours in a 4-week cycle.
- (b) Employees will not receive additional payments under this clause if they are:
 - (i) employed in, or are receiving a higher duties allowance for acting in, Group 4 roles; or
 - (ii) otherwise paid a Salary of:
 - (A) for the 2010/11 ANZ Financial Year - \$83,695 or higher; or
 - (B) for the 2011/12 ANZ Financial Year and onwards - \$85,369 or higher.
- (c) For all other Employees, the following overtime loadings will be paid for all approved additional hours worked unless you ask for and are provided time in-lieu:
 - (i) if you are a part time Employee, for hours above your contracted hours but less than 152 hours in a 4-week cycle (**Payment Above Contract Loading**) - 25%;
 - (ii) for the first 12 additional hours worked Monday to Friday above your contracted hours (or for part timers and casuals, above 152 hours) in a four weekly roster cycle – 50%;
 - (iii) for all further hours above the first 12 additional hours worked Monday to Friday in the same four weekly roster cycle – 100%;
 - (iv) for a minimum of four hours for all additional hours worked on Saturday, Sunday, or on a public holiday, regardless of the total number of additional hours worked in that roster cycle - 100%.
- (d) These overtime loadings will be calculated on your Hourly Rate. Where you are paid these overtime loadings, incentive, casual, public holiday and shift loadings do not apply (except in relation to Payments Above Contract Loading for part time Employees in which case incentive or shift loadings will also be paid (as applicable)).

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- (e) ANZ acknowledges that approved overtime should be recorded and paid correctly to maintain the integrity of staffing data.
- (f) Only you may initiate a request to take time in lieu of payment for additional hours, on an hour for hour basis. Your manager will endeavour to meet your request.

2.6. Breaks

- (a) You are entitled to the following unpaid meal break to be taken during the day by arrangement with your manager:
 - (i) at least 30 minutes if you are a Shift Worker or are contracted to work less than 152 hours; and
 - (ii) at least 45 minutes for full time Employees who are not Shift Workers (unless you agree with your manager to a lesser break of not less than 30 minutes).
- (b) Meal breaks will not be longer than one hour.
- (c) Meal breaks will be provided after 5 continuous hours of work. However, if you are reaching the end of your work for the day you may request to give up your meal break. Your manager will endeavour to meet your request. If you work during the day your meal break will generally be between 11.30 am and 2.30 pm, unless you agree otherwise with your manager.
- (d) You will be given a 10 hour break between the end of work on one day and the start of work the next day except:
 - (i) if you are recalled to work;
 - (ii) if you are employed as a driver; or
 - (iii) if you swap shifts with your manager's approval.
- (e) If you do not have the required 10 hour break between your ordinary hours of work on one day and the next day because ANZ directs you to continue working on the first day or requires you to resume work early on the next day, you will be paid an additional single time payment for all work you perform until you are able to take a 10 hour break. You will not lose pay for any rostered working time that you would otherwise have worked but for your 10 hour break.
- (f) If you are a part time teller in the Branch Network you will be given the opportunity to take appropriate breaks from the counter where necessary to meet ANZ's obligation to provide a healthy and safe workplace if you are not entitled to a break as otherwise specified in accordance with this clause.

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2.7. Absent from duty

- (a) If you are absent from work without authorisation by ANZ, ANZ may make equivalent deductions from your pay for the period of your absence.
- (b) Except in circumstances where you have a reasonable concern about an imminent threat to your health and safety and do not unreasonably fail to comply with a direction to perform alternate available work, if you refuse to carry out any duty or duties which you are reasonably required and requested to do in the course of your employment, you will be regarded as absent from duty and may not be paid until you carry out the duties as required.
- (c) If you are absent from work for more than 10 consecutive working days without authorisation by ANZ, and you do not contact your manager during that time, ANZ is entitled to assume that you have abandoned your employment. ANZ will make every reasonable effort to try to contact you during this period. If ANZ is unable to contact you or you do not respond to our attempts to contact you, ANZ will regard you as having resigned from your employment after the 10 day period has ended. The effective date of the termination of your employment will be the last day you worked or the date of your last approved absence from work.

3. PAY AND PERFORMANCE

3.1. Our Approach to Pay and Performance

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

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

3.2. Your Salary under this Agreement

- (a) Your Salary
 - (i) If you are a Group 5 or 6 Employee, for work performed in accordance with this Agreement, ANZ will pay you at least

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the minimum salary (as applicable) for your Grade set out in Schedule 2.

- (ii) Group 4 Employees who have historically not become TEC Employees will receive a salary for the purposes of this Agreement that is no less than their existing Salary for so long as they remain in their existing role as at the date of the commencement of this Agreement.

(b) Safety Net increases to Schedule 2 salary rates

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

- 2010 Review: 24 September 2010 - at least 2%; and
- 2011 Review: 30 September 2011 - 2%.

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

(c) Minimum Salary Guarantees

(i) *Existing Roles*

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

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

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

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

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

- the minimum salary for the new Grade, or

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- a new salary calculated as a 3% increase on your pre-promotion Salary (except if your pre-promotion Salary is above the maximum salary of your pre-promotion Grade as published by ANZ on its intranet (MAX) annually (on a 152 or 160 hour cycle as applicable to you), in which case you will receive the minimum salary for the new Grade).

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

3.3. 2010 Performance and Remuneration Review for Non Market-rated Employees

ANZ has the sole discretion to determine your Performance Assessment for the 2009/10 ANZ Financial Year.

Non Market-rated Employees may then be eligible for one or more of the following salary increases effective from the first pay period on or after 24 September 2010 (calculated by reference to your Salary as at 24 September 2010) for the 2010/11 ANZ Financial Year:

- (a) an annual increase – see clause 3.3.1;
- (b) a performance increase – see clause 3.3.2 and/or
- (c) a market top-up – see clause 3.3.3.

While Ex-INGA Employees may also be eligible for an annual increase and a performance increase in accordance with this clause 3.3, as you have already had a remuneration review in 2010 prior to joining ANZ, any increase you receive will be 50% of the specified increase under this clause 3.3 only.

For Non Eligible Employees, this clause 3.3 does not apply.

3.3.1. *Annual Increase*

In accordance with the outcomes of your Performance Assessment for the 2009/10 ANZ Financial Year:

- If you were rated 3B and above - 4%.
- If you were rated 4A or 4B, but are not on a Performance Improvement Plan (PIP) - 2%.
- If you were rated a 5 or have been rated 4 for the second consecutive year, you will not receive any increase to your Salary. If you are already on a PIP or if you were rated C for behaviour, you will also not receive an annual increase to your Salary.

3.3.2. *Performance Increase*

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In accordance with the outcomes of your Performance Assessment for the 2009/10 ANZ Financial Year and the table below, you may also receive a performance increase:

Performance Rating	Salary < Maximum	Salary = Maximum	Salary > Maximum
1A	6% increase	6% increase	6% increase
2A, 1B	4% increase	4% increase	NIL
3A, 2B	2% increase	2% increase	NIL
3B	2% increase up to the midpoint	NIL	NIL
4A, 4B	2% increase up to no more than 2% above "Minimum"	NIL	NIL
5A, 5B & any C	NIL	NIL	NIL

If your performance increase takes you over the maximum salary for your Grade for the 2010/11 ANZ Financial Year as set out in Schedule 2 (on a 152 or 160 hour cycle as applicable to you), you will receive a Salary increase up to the maximum and then any amount of the increase above the maximum will be paid as a one-off lump sum payment only. If you are a Group 4 Employee any eligible payment will be as a one-off lump sum bonus only.

3.3.3. Market Top-Up (Group 5.1 Employees)

Except for Ex-INGA Employees, if you are Non Market-rated Employee classified at Grade 5.1 in Schedule 1 as at 30 September 2010, then subject to the outcomes of your Performance Assessment for the 2009/10 ANZ Financial Year you will also receive the following market top-up increase:

- If you were rated 3B and above - 1.25%.
- If you were rated 4A or 4B, but are not on a PIP – 0.625%.

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3.4. 2011 Performance and Remuneration Review for Non Market-rated Employees

ANZ has the sole discretion to determine your Performance Assessment for the 2010/11 ANZ Financial Year.

Non Market-rated Employees may then be eligible for one or more of the following salary increases effective from the first pay period on or after 30 September 2011 (calculated by reference to your Salary as at 30 September 2011) for the 2011/12 ANZ Financial Year:

- (a) an annual increase – see clause 3.4.1; and/or
- (b) a performance increase – see clause 3.4.2.

For Non eligible Employees, this clause 3.4 does not apply.

3.4.1. Annual Increase

In accordance with the outcomes of your Performance Assessment for the 2010/11 ANZ Financial Year:

- If you were rated 3B and above - 4%.
- If you were rated 4A or 4B, but are not on a PIP - 2%.
- If you were rated a 5 or have been rated 4 for the second consecutive year, you will not receive any increase to your Salary. If you are already on a PIP or were rated C for behaviour, you will also not receive any increase to your Salary.

3.4.2. Performance Increase

In accordance with the outcomes of your Performance Assessment for the 2010/11 ANZ Financial Year and the table below, you may also receive a performance increase:

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Performance Rating	Salary < Maximum	Salary = Maximum	Salary > Maximum
1A	6% increase	6% increase	6% increase
2A, 1B	4% increase	4% increase	NIL
3A, 2B	2% increase	2% increase	NIL
3B	2% increase up to the midpoint	NIL	NIL
4A, 4B	2% increase up to no more than 2% above "Minimum"	NIL	NIL
5A, 5B & any C	NIL	NIL	NIL

If your performance increase takes you over the maximum salary for your Grade (on a 152 or 160 hour cycle as applicable to you) for the 2011/12 ANZ Financial Year as published by ANZ on its intranet (MAX) effective 1 October 2011 for that ANZ Financial Year, you will receive a Salary increase up to the maximum and then any amount above the maximum will be paid as a one-off lump sum payment only. If you are a Group 4 Employee any eligible payment will be as a one-off lump sum only.

3.5. Allowances

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

3.6. ANZ Employee Share Plan

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

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3.7. Salary sacrifice

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

3.8. Workers Compensation Make-up Pay

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

3.9. Payment of Salary

- (a) Salaries and allowances will be paid each fortnightly pay period on the dates most convenient to ANZ by direct transfer to an ANZ bank account nominated by you.
- (b) If your employment is terminated, ANZ will pay any monies due to you including the cash equivalent of leave or leave loading accrued but not taken, except where clause 3.10 applies.

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3.10. Salary deductions

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

4. LEAVE ARRANGEMENTS

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

4.1. Annual leave

(a) General entitlement

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

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

(b) Annual Leave loading

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

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

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

(c) Annual leave in Special locations

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

(d) Annual leave for Shift Workers under the NES

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

(e) Taking annual leave

ANZ may require you:

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

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- (ii) to take part or all of your accrued annual leave upon no less than 4 weeks' notice in the following circumstances:
 - (A) should you accrue more than 160 hours, provided that your remaining accrued annual leave would not fall to or less than one year's accrual; or
 - (B) in the event of a temporary full or partial shutdown of your branch or department, for example between Christmas and New Year (provided that an Employee will generally not be required to do so on more than one occasion each 12 months).

(f) Leave planning

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

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

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

(g) Cashing out annual leave

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

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

4.2. Sick Leave

(a) General Entitlement

Full time Employees will accrue paid sick leave as follows:

If the Employee is contracted to work...	and it is their...	then the sick leave entitlement is...
152 hours per 4 week cycle	1st year of employment	76 hours with 19 hours accruing at the start of each quarter.
	2nd year of employment	76 hours accruing at the Employee's anniversary date for the year ahead.
	3rd year of employment or above	91.2 hours accruing at the Employee's anniversary date for the year ahead.
160 hours per 4 week cycle	1st year of employment	80 hours with 20 hours accruing at the start of each quarter.

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	2nd year of employment	80 hours accruing at the Employee's anniversary date for the year ahead.
	3rd year of employment or above	96 hours accruing at the Employee's anniversary date for the year ahead.

Part-time Employees will accrue sick leave on a pro rata basis.

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

(b) Taking Sick Leave

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

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required from a medical practitioner, stating that they are fit to resume duty.

- (v) If you leave work due to illness or injury after working for part of the day, you will be required to take sick leave for the part of the day that you do not work.

4.3. Carer's Leave

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

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

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

4.4. Public Holidays

4.4.1. Basic Entitlement

The following days are public holidays at ANZ:

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

plus:

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- (b) the following day in each respective State or Territory:
- ACT - August Bank Holiday
 - NSW - August Bank Holiday
 - NT - Picnic Day
 - Queensland - Brisbane Royal National Show Day
 - South Australia - Adelaide Cup Day
 - Tasmania - Easter Bank Holiday
 - Victoria - Melbourne Cup Day
 - Western Australia - Foundation Day; and
- (c) any other day declared to be a public holiday in the State or Territory where you work.

4.4.2. *Substituted Days*

(a) *Prescribed Substituted Days*

Except in relation to casual Employees, where Christmas Day, Boxing Day, New Year's Day or Australia Day falls on a Saturday or a Sunday in any particular year, the next following weekday that is not a principal public holiday in clause 4.4.1(a) will be substituted for and regarded as the public holiday for the purposes of this Agreement (**Substituted Day**).

The Substituted Day under this Agreement and the process by which a Substituted Day is determined will replace and exclude any process for substitution (or day declared to be a substituted day) in the State or Territory where you work.

(b) *Substituted Day by Agreement*

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

4.4.3. *Taking the public holiday*

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

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

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(b) Non Standard Workers

If you are a full or part time Non-Standard Worker and you are not rostered to work on the public holiday or the Substituted Day, you will be paid an additional day's Salary.

(c) Casual Employees

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

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

4.4.4. Working on Public Holidays

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

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

(b) Payment for Work On Public Holidays

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

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

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

For those Public Holidays resulting in a Substituted Day in accordance with clause 4.4.2, if you are a Non Standard Worker then the following provisions apply:

- (i) if you are not rostered to work on either the actual Public Holiday or the Substituted Day - then the actual Public

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Holiday will be treated as your Public Holiday, and you will be entitled to payment for that day in accordance with clause 4.4.3(b); or

- (ii) if you are rostered to work on the actual Public Holiday but not on the Substituted Day then:
 - the relevant Saturday or Sunday will be regarded as a normal working day and you will be paid the applicable Saturday or Sunday loading/incentive payment (except on Christmas Day in which case you will receive an additional loading of 50% of a full day's ordinary pay in addition to the applicable Saturday or Sunday shift loading/incentive payment); and
 - the Substituted Day will be regarded as your Public Holiday and you will be paid for that day in accordance with clause 4.4.3(b); or
- (iii) if you are not rostered to work on the actual Public Holiday but rostered to work on the Substituted Day - then the actual Public Holiday is a normal rostered day off and the Substituted Day will be your Public Holiday, and you will be entitled to payment for working on that Substituted Day in accordance with clause 4.4.4(b); or
- (iv) if you are rostered to work on the actual Public Holiday and the Substituted Day - then:
 - the relevant Saturday or Sunday will be regarded as a normal working day and you will be paid the applicable Saturday or Sunday loading/incentive payment (except on Christmas Day in which case you will receive an additional loading of 50% of a full day's ordinary pay in addition to the applicable Saturday or Sunday loading/incentive payment); and
 - for work on the Substituted Day, you will be paid in accordance with clause 4.4.4(b).

4.4.5. *Compensating Leave*

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

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4.5. Parental Leave

4.5.1. Primary Benefits

(a) Entitlement to Leave

- (i) In accordance with the NES, eligible permanent full-time and part-time Employees and long term casual Employees will be entitled to:
 - take 12 months' unpaid parental leave, and
 - request an extension up to a total period of 24 months' of unpaid leave.
- (ii) Where both parents work at ANZ, parental leave may be taken simultaneously, although only one parent is entitled to receive the Parental Assistance payment.
- (iii) An eligible Employee (as listed above) who becomes a co-parent is eligible to take up to three weeks' co-parental leave, of which up to one week can attract one week of your Parental Assistance as provided in clause (b), immediately after the birth of their child or the placement of an adopted child. If the co-parent later becomes the primary caregiver of the child and becomes eligible for Parental Leave Assistance, the Parental Leave Assistance will be reduced by the period of paid co-parental leave taken.
- (iv) If your pregnancy terminates after 28 weeks but before you have started parental leave, you may take unpaid parental leave. If you suffer from an illness unrelated to the direct consequence of the birth, you may use accrued sick leave instead of, or in addition to, this unpaid special parental leave.
- (v) Periods of parental leave do not break continuity of service. Sick leave and long service leave continue to accrue during parental leave of less than 6 months.
- (vi) Employees returning from parental leave will be entitled to the position they held:
 - immediately before the period of parental leave; or
 - immediately before transferring to a safe job prior to commencing parental leave; or
 - immediately before commencing part time work during pregnancy.

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- (vii) Where changes occur during your parental leave that may affect your role, ANZ will consult with you about the changes.
- (viii) Where your position no longer exists, ANZ will endeavour to place you in a comparable position.
- (ix) You may request to return to work on a part-time or other flexible work arrangement basis up until your child reaches school age or if your child is under 18 and has a disability by application in writing in accordance with the NES. ANZ will consider your request in accordance with business needs.
- (x) Where you had at least 12 months' continuous service with ANZ before beginning part time work, the period of part-time work is 'temporary' and you retain the right to return to your former full time role (or a comparable role if that role no longer exists) at the completion of the period of part-time work.

(b) Parental Assistance Payment

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

4.5.2. *Statutory paid parental leave scheme*

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

4.6. **Compassionate leave**

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

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- (c) Employees may take further unpaid or paid compassionate leave by agreement with their manager.

4.7. Long Service Leave

(a) Entitlement

- (i) Subject to the NES, your entitlement to long service leave with ANZ will be exclusively in accordance with this clause.
- (ii) You will accrue long service leave at the rate of 0.866 weeks for each completed year of service with ANZ.
- (iii) Continuous service for the purposes of this clause means the following periods of service under an unbroken contract of employment:
- any paid service; and
 - any period of authorised unpaid leave or absence up to 6 months.
- (iv) Any period of unpaid leave of six months or more will not break continuity of employment, but the amount in excess of six months will not count as continuous service for the purposes of accruing long service leave.
- (v) You may take your accrued long service leave once you have accrued 8.66 weeks of leave. This will usually be after 10 years of continuous service with ANZ. ANZ Long Service Leave Policy sets out how you are required to arrange and take your long service leave.
- (vi) Where you have completed 7 or more years of continuous service with ANZ and your employment is terminated for any reason, other than misconduct justifying termination without notice, you will be paid out your accrued but untaken long service leave on a pro-rata basis. ANZ will not pay in lieu of long service leave in any other circumstances except if you become entitled to such a payment in consequence of retrenchment in accordance with clause 5 (in which case pro-rata payment is made after 5 years).

(b) Taking long service leave

- (i) If you request long service leave to which you are entitled, it must be granted as soon as practicable having regard to the needs of ANZ.
- (ii) If your manager requires you to take long service leave, 28 days' notice must be given.

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- (iii) A public holiday that falls during long service leave is part of leave and does not add to the period.
- (c) Payment for long service leave
- (i) The rate of payment for long service leave is as follows:
 - If you have worked full time hours for the whole period of service - payment at the rate of your current Salary.
 - If you have been a part time Employee for the whole period of service and the number of your contracted hours has never changed - payment at the rate of your current part time Salary.
 - If the number of your contracted hours has been different from time to time during your employment (eg. you have changed modes of employment between full and part time or the number of your part time hours has changed from time to time) - payment at the rate of your current Salary at the time you commence your leave, but calculated on a pro-rated and proportional basis by reference to your contracted hours for each period of service in relation to which your long service leave accrued.
 - (ii) Long service leave entitlement is taken in the order in which it accrues and the service period relating to each period of long service leave taken is exhausted for long service leave purposes once that leave is taken and is not counted in future calculations.

4.8. Other leave policies

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

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

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

5. REDUNDANCY AND RETRENCHMENT

The following provisions in this Section 5 apply to full time and part time permanent Employees. They do not apply to fixed term, casual Employees or other Employees not eligible for redundancy under the NES.

5.1. Our primary objective

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

Retrenchment will be at the instigation of ANZ only.

5.2. Redundancy

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

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

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

5.3. Redeployment

If your job becomes redundant you will be notified by your manager and directed into ANZ's redeployment program which lasts 6 weeks.

If you do not want an alternate position within ANZ or refuse to participate in the redeployment program or reject a Directly Comparable Role, you will not be entitled to any redundancy benefits under this Agreement, including payment in lieu of notice or any severance payments.

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

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

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

5.4.1. *Redeployment into a Directly Comparable Role*

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

5.4.2. *Redeployment to a higher graded Directly Comparable Role*

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

After six months in the new role, your manager will make an assessment of your ability to competently perform the role having regard to your skills and ability and performance to date in the new role. This assessment will be done in consultation with you.

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

5.4.3. *Redeployment to a lower graded Non Comparable role*

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

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

If you accept the alternate role then:

- you will be Red circled; and

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

5.5. **Redeployment to a role in a different location requiring a change in residence**

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

5.6. **Selection for retrenchment**

ANZ may call for, but is not obliged to accept, applications for voluntary retrenchment (whether in individual or group situations).

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

- (a) conduct and performance;
- (b) ability to do the job;
- (c) length of service; and
- (d) special circumstances, such as the need to keep specific skills.

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

5.7. **Notice of retrenchment**

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

Any payment made to you in lieu of notice will be calculated on the basis of your Salary and other payments you would have received had you worked the notice period.

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

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Payment of any redundancy benefits is conditional on you continuing to perform your duties as required until the end of the notice period. However, if you secure a new job outside ANZ during the notice period, you can request to leave prior to the expiry of the notice period and ANZ will not unreasonably withhold its consent. If ANZ consents to your early release, you will be entitled to the redundancy benefits set out in clauses 5.9(a) and 5.9(b) calculated to the date your employment with ANZ ends but you will not receive any payment in lieu of the unworked period of notice.

5.8. FSU Notification

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

5.9. Redundancy benefits

If your position becomes redundant and, as a result, ANZ decides to retrench your employment, you are entitled, on termination of your employment, to the following benefits subject to clause 5.10:

(a) Severance Payment

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

For Employees other than TEC Employees:

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

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

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For TEC Employees:

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

(b) *Other benefits*

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

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

5.10. Exclusions from Obligations to provide Redundancy benefits

(a) *Transfer of Business Situations*

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

(b) *Other Acceptable Alternative Employment Offers*

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

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

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

6. INDIVIDUAL FLEXIBILITY ARRANGEMENTS

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

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

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

6.1. Genuine agreement

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

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

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

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

6.2. Content of the flexibility arrangement

ANZ will ensure that the individual flexibility arrangement:

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

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

6.3. Who in ANZ can authorise a flexibility arrangement

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

- (a) your Manager;
- (b) the General Manager of your business unit (at least Group 2 level);
- (c) the General Manager of Human Resources for your business unit;
and
- (d) the General Manager of Group Employee Relations.

6.4. Cooling off period

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

6.5. Ending a flexibility arrangement

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

6.6. Notification to the FSU

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

7. RELATIONSHIP AND CONSULTATION

7.1. Application

ANZ will apply clauses 7.1– 7.4 where:

- (a) it has made a definite decision to introduce major workplace changes; and
- (b) the changes are likely to have significant effects on relevant employees.

In this section:

“**relevant employees**” means the Employees covered by this Agreement who may be affected by the major changes.

7.2. Employee notification

ANZ will notify the relevant employees and the FSU of the decision to introduce the major changes as soon as is practicable.

7.3. Representation

The default representative of members of the FSU for the purpose of consultation is the FSU.

Employees may appoint a different representative and notify ANZ of this in writing.

7.4. Consultation

As soon as practicable after making its decision, ANZ will discuss with the relevant employees, the FSU and any appointed representatives:

- (a) the introduction of the change;
- (b) the effect the change is likely to have on the relevant employees; and
- (c) where possible, the measures ANZ is taking to avert or mitigate the adverse effects of the change on the relevant employees.

ANZ will give prompt consideration to matters raised by the relevant employees, the FSU and any appointed representative about the major change or the effects that it is likely to have on the relevant employees.

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

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disclose this confidential or commercially sensitive information to any third party unless ANZ agrees in writing.

7.5. Induction programs

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

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

7.6. ANZ / FSU Offshoring protocols and commitments

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

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

7.7. Diversity Framework

ANZ has implemented a Diversity Framework 2009-2012 endorsed by the ANZ Diversity Council. Although the Diversity Framework does not form part of this Agreement, during the life of the Diversity Framework 2009-2012, ANZ will at the FSU's request, meet annually with the FSU regarding matters such as pay equity, ethnic/cultural diversity and flexible work policies.

7.8. Right of Entry

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

7.9. Workplace Representatives

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

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

- (a) discuss with ANZ FSU members any matters concerning the work they perform during the members' breaks;
- (b) discuss with an accredited full-time officer of the FSU the matters you have discussed with ANZ FSU members in clause (a) above;

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- (c) receive instructions from the FSU about the performance of your responsibilities as a workplace representative; and
- (d) discuss with ANZ's representatives any matters raised with you by ANZ FSU members concerning the work they perform.

7.10. Union Training Leave

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

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

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

If you are granted leave pursuant to this clause:

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

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

7.11. Industrial leave for honorary FSU officials

If you hold an honorary official position in the FSU that may include attending FSU conferences, Enterprise Council or Executive Committee meetings, then you or the FSU may apply, in writing to ANZ, for reasonable paid industrial leave to attend these events. Your application must certify

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your honorary position and outline the nature, content and duration of the proposed leave. Approval will be at ANZ's discretion.

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

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

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

7.12. Limits on leave under this section

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

8. SOLVE THE PROBLEM

8.1. General Principles

(a) Objectives

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

(b) Scope and Application of Solve the Problem

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

You may only use Solve the Problem for so long as your employment with ANZ remains on foot, unless you had commenced at least Step 1 of Solve the Problem before your employment ended (in which case you may continue to use Solve the Problem but that any outcome of reinstatement will not be available without ANZ's consent).

At least Steps 2 and 3 must be exhausted prior to any escalation in accordance with Step 4.

(c) Preservation of the Status Quo

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

(d) Representation

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

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

8.2. Solve the Problem Process

Step 1 – First resolution meeting

If you have a problem to be resolved under this clause, then you can request a first resolution meeting about the issue with your Manager in

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order to try to sort it out. You should advise your Manager that you are commencing the Solve the Problem process.

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

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

Step 2 – Second resolution meeting

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

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

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

Step 3 – Final Internal Review

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

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

Step 4 - Independent Review

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

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

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

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- (e) a decision by ANZ to require you to work on a public holiday – clause 4.4.4(a).

Notwithstanding this Step 4, while the Fair Work Principles are in force, then the model term in Regulation 6.1 of the Fair Work Regulations 2009 (as in force at the date of the commencement of this Agreement) (**Model Term**) will apply in lieu of the procedures for, and the matters subject to, conciliation and/or arbitration in this Step 4. In those circumstances, ANZ will waive any requirements on you to pursue any steps in the Model Term that substantially replicate the requirements of Steps 1 to 3 of this Section that have already been undertaken.

9. OCCUPATIONAL HEALTH AND SAFETY

9.1. Occupational Health and Safety in ANZ

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

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

9.2. ANZ Occupational Health and Safety Committees

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

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

9.3. Health and Safety Representatives for Designated Work Groups

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

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

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

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

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

9.3.1. Role of Health and Safety Representatives

The role of Health and Safety Representatives will be to:

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

9.3.2. Election of Health and Safety Representatives

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

9.3.3. Period of Appointment of Health and Safety Representatives

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

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

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9.3.4. Training of Health and Safety Representatives and Committee Members

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

9.4. **National Oversight**

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

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Signatures

Signed by:Date:

For and on behalf of ANZ

FULL NAME:

ADDRESS:

EXPLANATION OF AUTHORITY TO SIGN THE AGREEMENT:

Signed by:Date:

For and on behalf of the Employees

FULL NAME: Leon Carter, National Secretary

ADDRESS: Finance Sector Union of Australia

341 Queen Street, Melbourne Victoria 3000

EXPLANATION OF AUTHORITY TO SIGN THE AGREEMENT:

Authorised under rule 49 of the FSU's rules to sign industrial agreements.

SCHEDULE 1: CLASSIFICATIONS

Duties

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

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

Job Evaluations

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

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SCHEDULE 2: PAY RATES

2010/11 ANZ Financial Year*

160 hours				
Group	Grade	Minimum	Midpoint	Maximum
5	5.1	\$72,000	\$80,100	\$88,100
	5.2	\$62,100	\$67,100	\$74,100
	5.3	\$53,700	\$58,100	\$62,400
6	6.1	\$47,200	\$51,000	\$54,800
	6.2	\$44,200	\$47,800	\$51,400
	6.3	\$43,159	\$44,957	\$47,500
	6.4	\$39,300	\$40,600	\$43,000

152 hours				
Group	Grade	Minimum	Midpoint	Maximum
5	5.1	\$68,400	\$76,095	\$83,695
	5.2	\$58,995	\$63,745	\$70,395
	5.3	\$51,015	\$55,195	\$59,280
6	6.1	\$44,840	\$48,450	\$52,060
	6.2	\$41,990	\$45,410	\$48,830
	6.3	\$41,001	\$42,709	\$45,125
	6.4	\$37,335	\$38,570	\$40,850

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2011/12 ANZ Financial Year*		
	160 hours	152 hours
Grade	Minimum	Minimum
5.1	\$73,440	\$69,768
5.2	\$63,342	\$60,175
5.3	\$54,774	\$52,036
6.1	\$48,144	\$45,737
6.2	\$45,084	\$42,830
6.3	\$44,022	\$41,821
6.4	\$40,086	\$38,082

* Notes:

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

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SCHEDULE 3: ALLOWANCES

	Allowance	When it applies	Amount		
1	Taxi Allowance	When an Employee is called back to work overtime or is required to work when a reasonable means of transport is not available, impractical or unsafe.	ANZ will pay the reasonable costs of the Employee's travel from or to the Employee's home (as applicable).		
2	Car Allowance	When an Employee uses his or her own car for ANZ approved business (requires line manager approval).	Engine Capacity		
			Ordinary cars	Rotary engine cars	Cents per kilometre
			1.6 litre or less	0.8 litre or less	63 cents
			1.601 litre - 2.6 litre	0.801 litre - 1.3 litre	74 cents
			2.601 litre and over	1.301 litre and over	75 cents
3	District Allowances	If you received a District Allowance immediately prior to the commencement of this Agreement you will continue to be entitled to that allowance if you continue to work in the same town or city.	<p>If eligible, ANZ will continue to pay the same allowance an Employee received at the time of the commencement of this Agreement.</p> <p>Part time Employees receive the allowance on a pro-rata basis.</p>		
4	Higher Duty Payment (4 days or more in a four week cycle)	When an Employee has worked at least four days in a higher graded position during a four week cycle.	The following payments apply for all days worked in the higher graded position during the four week cycle:		

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		not necessarily have to be consecutive days. However, any hand-over period does not count towards the qualifying period.	<table border="1"> <thead> <tr> <th>If the relief is at...</th> <th>then the payment is...</th> </tr> </thead> <tbody> <tr> <td>Group 6</td> <td> the greater of the: (a) minimum salary rate for the grade of the job being relieved, or (b) Employee's current Salary plus 2%. </td> </tr> <tr> <td>Group 5</td> <td> the greater of the: (a) minimum salary rate for the grade of the job being relieved, or (b) Employee's current Salary plus 2.5%. </td> </tr> <tr> <td>Group 4</td> <td>For Group 5 or 6 Employees the Employee's current Salary or TEC Salary plus 2.5%</td> </tr> <tr> <td>any higher Grade for Employees on TEC Packages in accordance with clause 1.4.1(b)</td> <td>Employee's current TEC Salary plus 2.5%.</td> </tr> </tbody> </table>	If the relief is at...	then the payment is...	Group 6	the greater of the: (a) minimum salary rate for the grade of the job being relieved, or (b) Employee's current Salary plus 2%.	Group 5	the greater of the: (a) minimum salary rate for the grade of the job being relieved, or (b) Employee's current Salary plus 2.5%.	Group 4	For Group 5 or 6 Employees the Employee's current Salary or TEC Salary plus 2.5%	any higher Grade for Employees on TEC Packages in accordance with clause 1.4.1(b)	Employee's current TEC Salary plus 2.5%.
If the relief is at...	then the payment is...												
Group 6	the greater of the: (a) minimum salary rate for the grade of the job being relieved, or (b) Employee's current Salary plus 2%.												
Group 5	the greater of the: (a) minimum salary rate for the grade of the job being relieved, or (b) Employee's current Salary plus 2.5%.												
Group 4	For Group 5 or 6 Employees the Employee's current Salary or TEC Salary plus 2.5%												
any higher Grade for Employees on TEC Packages in accordance with clause 1.4.1(b)	Employee's current TEC Salary plus 2.5%.												
5	Higher Duty Upgrade (More than	When an Employee has worked in a higher graded	The Employee is permanently upgraded to the minimum higher grade salary (which for upgrade to										

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	80 days in a calendar year)	<p>position for more than 80 days in one calendar year.</p> <p>This does not apply to Employees who are in designated relief positions and are performing higher duties because they have agreed to a temporary appointment / secondment arrangement or agreed to cover an extended leave period (for example, parental leave).</p>	Group 4 roles will be on condition of a TEC Package in accordance with clause 1.4).
6	Meal Allowance	<p>When an Employee is:</p> <p>(a) required to work in excess of their rostered hours on any day and the total hours worked exceeds 10 hours;</p> <p>(b) called back to work overtime within 2 hours of finishing duty;</p> <p>(c) required to work more than 5 hours on a Saturday, Sunday or Public Holiday (except for Shift Workers).</p> <p>A second meal will be provided for</p>	<p>Employees will be provided with an adequate meal at ANZ's expense.</p> <p>If no meal is provided, an Employee will receive a meal allowance of \$14.12. This amount will be indexed in line with any movement to the 'Meals out and take away foods' subgroup of the Consumer Price Index on each annual anniversary of the commencement of this Agreement until 31 October 2012.</p>

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		every subsequent five hours worked.	
7	Standby Allowance	When an Employee is required to remain ready to perform work outside of his or her normal working hours.	<p>Monday to Friday - \$16.70 a day.</p> <p>Saturday, Sunday or public holiday - \$33.80 a day.</p> <p>Standby allowances above will be indexed by 2% on each annual anniversary of the commencement of this Agreement until 31 October 2012.</p> <p>Subject to providing ANZ with satisfactory evidence, an Employee while on standby duty will be reimbursed for the cost of telephone rental on a pro-rata basis and for any business calls made as a consequence of being on standby.</p>
8	Call Back	<p>When an Employee is called back to perform work at a time when they would not ordinarily be at work and the Employee was not notified prior to finishing work that they would be called back.</p> <p>Call back is payable to Employees whose full time equivalent Salary does not exceed:</p> <p>(a) for the 2010/11 ANZ Financial Year - \$83,695; or</p> <p>(b) for the 2011/12 ANZ Financial Year and onwards - \$85,369;</p>	<p>A minimum of 1.5 hours' overtime at the applicable overtime rates. The recorded time for a call back will include travelling from home to work and return via the most direct route.</p>

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		<p>(pro-rated for part time Employees).</p> <p>Employees in, or relieving in management positions (and if relieving are receiving higher duties payments), are also not entitled to call back payments.</p>	
9	Temporary Duty Allowance (No overnight absence)	When an Employee is required to perform temporary duty at a work location which is not his or her usual work location or locations but which does not require the Employee to be away from home overnight.	Reimbursement of reasonable travelling expenses that exceed the Employee's usual cost of travelling to and from work.
10	Transfer Expenses	<p>When an Employee has to change place of residence, other than temporarily, because of an ANZ initiated transfer.</p> <p>ANZ will give as much notice of transfer as practicable. If a transfer requires a change in residence, at least 1 month's notice will be given, except in special or urgent circumstances or if the Employee agrees otherwise.</p>	<p>ANZ will meet all necessary and reasonable accommodation costs for the Employee and dependant family members for up to 7 days from the time of vacating one permanent residence and occupying another. If this period exceeds 7 days, ANZ will pay two-thirds of the accommodation costs for up to a further 3 months.</p> <p>ANZ will pay all reasonable costs of packing and moving furniture, furnishings and effects to the new residence, insurance cover during removal and any essential storage and related insurance expenses.</p> <p>For an Employee who occupies a dwelling arranged by ANZ as a result of an ANZ initiated transfer, if the Employee is required to vacate the accommodation during the term of the Employee's appointment for reasons beyond the Employee's</p>

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			<p>control ANZ will pay all such transfer expenses for the Employee.</p> <p>All payments are subject to the provision of appropriate verification of the costs incurred to ANZ's satisfaction, but reasonable relocation allowance will not be less than \$814.50.</p>
11	Travelling Expenses	<p>When an Employee is required by ANZ to travel for ANZ business.</p> <p>The same entitlement applies to dependent family members who need to accompany the Employee or, of necessity, must make the same journey separately.</p>	<p>Except if ANZ arranges and pays for, reimbursement of:</p> <ul style="list-style-type: none"> • economy class air fares; • first class fares for other means of public transport; • necessary taxi expenses; • actual and reasonable overnight accommodation costs incurred if the travel involves an overnight stopover; and • any actual and reasonable expenses incurred. <p>Reimbursement is subject to the provision of appropriate verification of the costs incurred to ANZ's satisfaction.</p> <p>Subject to ANZ's Domestic Travel Allowance Policy, a Domestic Travel Allowance (DTA) of \$93.45 per night may be claimed for every night that an Employee is away on ANZ business. For reimbursement of expenses in excess of the standard DTA (\$93.45), Employees are required to provide verification for the whole amount of the claim and not just the amount in excess of \$93.45. In these circumstances, ANZ will reimburse all reasonable expenses included in the claim.</p>
12	Repatriation	<p>When an Employee, who is located in a town other than the one</p>	<p>For the Employee and the Employee's dependents, ANZ will:</p> <p>(a) arrange and pay for; or</p>

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		<p>in which they joined ANZ as a result of accepting an ANZ-initiated transfer, retires or is retrenched.</p> <p>Note: ANZ will not pay for moves within the same city metropolitan area, town, or their immediate environs.</p>	<p>(b) if ANZ decides not to arrange and pay for the repatriation, reimburse the Employee for;</p> <p>the following costs for repatriation to the original location or the capital city of the State or Territory of the original relocation:</p> <p>(c) economy class fares; and</p> <p>(d) reasonable removal costs.</p>								
13	Travelling Time	<p>When an Employee is required by their manager to travel to a location other than their usual workplace on any one calendar day in accordance with the table opposite.</p>	<p>Except where the Employee claims payment for stand-by or call back, the Employee will be provided with the following amounts of leave in relation to travelling time occurred at the following specified time:</p> <table border="1" data-bbox="810 1077 1369 1998"> <thead> <tr> <th data-bbox="810 1077 1134 1413">If the travel is...</th> <th data-bbox="1134 1077 1369 1413">then the amount of leave provided (or by agreement payment of Salary in lieu) will be...</th> </tr> </thead> <tbody> <tr> <td data-bbox="810 1413 1134 1615">On a day other than on a normal working day for an Employee</td> <td data-bbox="1134 1413 1369 1615">7.6 hours</td> </tr> <tr> <td data-bbox="810 1615 1134 1771">For 4 or more hours of travel before 7am or after 7pm</td> <td data-bbox="1134 1615 1369 1771">7.6 hours</td> </tr> <tr> <td data-bbox="810 1771 1134 1998">For more than 2 hours but less than 4 hours of travel before 7am or after 7pm</td> <td data-bbox="1134 1771 1369 1998">3.8 hours</td> </tr> </tbody> </table>	If the travel is...	then the amount of leave provided (or by agreement payment of Salary in lieu) will be...	On a day other than on a normal working day for an Employee	7.6 hours	For 4 or more hours of travel before 7am or after 7pm	7.6 hours	For more than 2 hours but less than 4 hours of travel before 7am or after 7pm	3.8 hours
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For more than 2 hours but less than 4 hours of travel before 7am or after 7pm	3.8 hours										

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			<p>For the purposes of calculating travelling time:</p> <ul style="list-style-type: none">• only the equivalent time for travelling by the most expeditious means available will be used as a reference point for the leave entitlement, and• having travelled directly to the relevant home or work location, the journey will be regarded as being complete on arrival.
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SCHEDULE 4: ROSTERED DAYS OFF

A. Hours of Work - 152 Hour Cycle

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

B. Exceptions to the 152 Hour Cycle

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

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

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

(2) Employees on TEC remuneration packages

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

(3) Graduate Program Employees

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

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

(4) Eligible Market-rated Employees

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

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

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

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

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

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

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

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

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

D. Arrangement of RDOs

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

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

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

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

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SCHEDULE 5: DICTIONARY

"**ACC**" means the Australian Call Centre.

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

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

"**ANZ**" means Australia and New Zealand Banking Group Limited and, for the purposes of this agreement, also includes ANZ Executors & Trustee Company, ANZ Life Insurance Company Limited.

"**ANZ Financial Year**" means the period 1 October of one year through to and including 30 September of the following year (eg. the 2011/12 ANZ Financial Year runs from 1 October 2011 through to and including 30 September 2012).

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

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

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

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

"**Ex-INGA Employees**" means the former employees of ING Administration Pty Ltd:

- whose jobs with ANZ are covered by the classifications set out in Schedule 1, and
- who commence employment with ANZ prior to 1 November 2010.

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"**Fair Work Principles**" means the Federal Government policy of the same name as in force at the date of the commencement of the Agreement concerning specific requirements imposed on parties such as ANZ who wish to enter relevant contracts with the Government after 1 January 2010.

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

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

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

"**Immediate Family**" means:

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

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

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

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

"**My Week**" has the meaning in clause 2.2.1.

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

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

"**Non Eligible Employees**" means the following Employees who on 30 September at the end of each of the 2009/10 and 2010/11 ANZ Financial Years:

- have been employed with ANZ for less than 3 months (i.e. commenced after 30 June) (except for the Ex-INGA Employees in 2010);
- have been on unpaid leave for 9 months or more of the 12 month review period;
- are employed as a casual Employee;

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- were promoted to a higher grade after 30 June (but before 30 September) during the annual review period;
- are Red circled and are paid a Salary that is equal to or exceeds the maximum salary for their Grade (for a 152 or 160 hour cycle as applicable to you) as published by ANZ on its intranet (MAX) annually; or
- have resigned from ANZ or are under notice of termination.

Except for Red circled Employees (who will still receive a Performance Assessment), Non Eligible Employees will receive a 'Nil' rating for the purposes of their Performance Assessment.

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

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

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

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

"Performance Assessment" means ANZ's annual assessment of your performance in its sole discretion conducted in the 2009/10 and 2010/11 ANZ Financial Years. Once your performance has been assessed against the performance objectives for your role in each of those years, ANZ will provide you with a number and letter rating based on what you have achieved during your assessment period (a number rating) and how you have achieved it (a letter rating) as follows:

- The "What":
 1. Significantly above target/Best practice/Exceptional performance
 2. Above target/Consistently exceeds standard
 3. On target/Consistently meets or at times exceeds standard
 4. Below target/Mostly meets standard/Developing towards standard
 5. Significantly below target/Rarely meets standard
- The "How":
 - A. Role model/Clearly exemplary behaviour

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- B. Consistently meets or at times exceeds standard
- C. Requires development/Does not meet standard

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

"Previous Agreements" means previous enterprise bargaining or collective industrial agreements (whether certified or registered or not), including but not limited to the ANZ/FSU Agreement 1998, the ANZ National Telemarketing Centre Agreement December 1994, the National Finance Centre Agreement 1996 and the Network Operations Centre 24 x 7 Agreement 1996.

"Red circled" means where your Salary is maintained at a higher level when you accept a lower graded role as an alternative to retrenchment under clause 5.4.3 of this Agreement. The arrangement will endure until your Salary in your new role reaches the maximum salary of your old role as published on ANZ's intranet (MAX) annually (on a 152 or 160 hour cycle as applicable to you).

"RDO" means rostered day off.

"Rostered hours of work" means the hours you are rostered to work on particular days and at particular times.

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

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

"Shift Worker" means:

- (a) For the purposes of *this Agreement*, an Employee who:
 - is paid a shift loading at the date this Agreement commences provided that the Employee continues to work in the same role and for the same hours which initially entitled them to a shift loading payment; or

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- works in a role or business area designated by ANZ to be a shift worker role or shift work operation where shifts are regularly rostered outside the hours of 7am to 7pm, including shift worker roles in the following business areas (or equivalent future business areas):
 - Production Services Support Centre, Technology
 - Transaction Processing, Australia Operations
 - Internet Banking, Australian Call Centre
 - Service, Australian Call Centre
 - Financial Intelligence Operations, Institutional
 - Telesales, Esanda
- (b) For the purposes of the *National Employment Standards*, an Employee who is a Shift Worker for the purposes of this Agreement and:
 - works in a role or business area designated by ANZ to be a shift worker role or shift work operation where shifts are continuously rostered 24 hours a day for 7 days a week; and
 - is regularly rostered to work those shifts; and
 - regularly works on Sundays and public holidays.

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

“**Special Locations**” means locations situated:

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

“**Substituted Day**” means a weekday that is declared as a public holiday in lieu of the prescribed public holidays that fall on a Saturday or Sunday in accordance with clause 4.4.

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

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

“**TEC Salary**” means TEC Package minus the superannuation contribution ANZ makes to meet its obligations under the Superannuation Guarantee (Administration) Act (currently TEC divided by 109%).

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“**Unreasonable Impact on your travel time or costs**” means the following factors that ANZ will consider:

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