

KNOW YOUR AGREEMENT

Redundancy, Redeployment & Retrenchment

Westpac Group Enterprise Agreement 2016

Note: These arrangements do not apply to you if you are employed by Asgard, BTFG, WFCL, or WGIS

Source: Clause 45 Westpac Group Enterprise Agreement 2016

FACT SHEET



When change occurs in the workplace it's important to know your rights and entitlements.

The Westpac Group Enterprise Agreement 2016 sets a number of provisions in relation to workplace change (see FSU Fact Sheet 'Consultation and Change') as well as redundancy, redeployment and retrenchment.

Redundancy means a situation where the work being done by an employee is no longer required to be done in that location or another location within reasonable commuting distance because of re-organisation, changed business practice, technological change or a downturn in business.

Redeployment is the process of exploring job opportunities for you across the Westpac Group, if your role is made redundant. Options available include:

- applying for available vacancies;
- direct appointment to a directly comparable role;
- redeployment to a non-comparable role;
- redeployment to a development position;
- change of mode eg moving from full time to part time.

In order to assist in the process you should notify the Bank of your preferences, by completing an 'Exploration of Options' form. To assist you through the redeployment period and process, a case manager will be assigned to you. The role of a case manager is to assist you to identify alternative roles within the Bank. If you have been advised that your role may be redundant but you are not in redeployment, you may request a case manager to be assigned to you.

The redeployment period commences from the date that your role has been formally notified as redundant and will be for a maximum of up to 3 months (or up to 6 months if you are returning from an overseas role), unless otherwise agreed. The maximum redeployment period does not include any notice you receive of retrenchment.

If you are offered a directly comparable role (see definition on next page) and do not accept it, your termination will **not** be treated as a redundancy meaning that you will not be entitled to a severance payment notice under this Clause of the Agreement (you will instead get notice of termination at Clause 48 of the Agreement) or vocational training.

If you have concerns that a role being offered as a directly comparable role is more than 15% Hay points less than your existing role, then both roles will be evaluated using the Hay evaluation process. The Hay Guide is a job evaluation methodology used by a large number of organisations globally to allow comparison across different roles.

Redeployment to a non-comparable role

During the redeployment period you may be offered redeployment to a non-comparable role (see definition on next page). If this occurs, you have 14 days to decide whether to accept or reject the role.

If you decide to reject the offer of a non-comparable role you will continue in redeployment.

If you decide to accept the non-comparable role you will be given a trial period of 8 weeks. During the trial period you should discuss with your manager whether you want to continue in the role. If either you or the Bank decide the role is unsuitable then you will continue in redeployment. At the end of trial period if you remain in the role, it will be taken that you have accepted redeployment to the role.

If you are offered a development role (see definition on next page), you will have 7 days to decide whether to accept or reject the role.

The offer must be in writing and include details such as the location, grade, duties, salary and commencement date. A development role will be on a temporary basis for a period of 6 months, unless otherwise agreed. During this time a plan outlining the support and retraining required is to be developed and implemented in order to assist you perform the required duties. You will retain the same salary and benefits unless the development role is a higher grade.

Some helpful definitions:

A **Directly Comparable Role** is a role that:

- has at least the same fixed pay and other benefits as your existing role;
- is at the same the same location or a location within a reasonable commuting distance as your existing role;
- has duties that are reasonable having regard to your skills and abilities; and
- is not more than 15% Hay points less than your existing role.

A **Non-Comparable Role** is a role that:

- is not a Directly Comparable Role (see above);
- is a different mode of employment to what your existing role is e.g. full time to part time or part time to full time.

A **Development Role** is a role that:

- is a Non-Comparable Role that is designed to develop your broader skills and competencies.

Weeks salary for a packaged employee* means your weekly Fixed Pay.

Weeks salary for unpackaged employee means your weekly fixed pay, including any shift allowances and weekend loadings averaged over the last roster cycle. It excludes overtime, superannuation, stand-by, call back, bonuses or other incentive payments.

Fixed Pay is your gross pay for your ordinary fortnightly hours and the value of any salary sacrifice benefits, excluding overtime, loadings, allowances and al employer superannuation contributions.

What happens if I am retrenched?

Retrenchment is the termination of employment as a result of redundancy and where a suitable alternative role is not available within Westpac Group.

If you are retrenched the Bank will give you six weeks' notice of termination or payment in lieu of notice. If you wish to finish up before the notice period ends you should speak with your manager. If the Bank agrees to you finishing work before the notice period ends, you are not entitled to receive payment for any portion of the notice period you don't work.

If you are being retrenched, the Bank will provide outplacement support or reimbursement for vocational education or training (in which case you should notify your manager as soon as possible before your retrenchment date and provide your manager with all relevant information about the vocational education or training).

Upon retrenchment you are entitled to receive a severance payment based on your years of service with the Bank, and calculated as follows:

Length of Continuous Service	Amount of Severance Pay
Less than 1 year of continuous service	7 weeks salary, pro-rated for the part of the year worked
First full year of continuous service	7 weeks salary
Each subsequent year of continuous service	3 weeks salary
The final incomplete year of continuous service	3 weeks salary, pro-rated for completed months of the year worked

The maximum severance payment is 90 weeks' salary.



If you have transferred from full time to part time or vice versa your severance payment will be pro-rated, and based on your Fixed Pay at the time of retrenchment.

If you are retrenched the Bank will also make payment to you for the following:

- accrued but untaken annual leave;
- accrued but untaken long service leave, to employees with more than 5 years continuous service;
- superannuation benefits in accordance with the rules of the relevant fund.

Preserved Arrangements (*This applies to some St. George, BankSA and Bank of Melbourne employees, ring our Member Rights Centre on 1300 366 378 to check if these additional provisions apply to you*)

Some employees are covered by preserved arrangements. If you are a Preserved Redundancy Employee the following arrangements apply to you:

Upon retrenchment you are entitled to receive a severance payment based on your years of service with the Bank, and calculated as follows:

Length of Continuous Service	Amount of Severance Pay
First full year of continuous service	7 weeks salary
Each subsequent full year of continuous service from 2 to 10 years	4 weeks salary
Each subsequent full year of continuous service from 11 to 16 years	3 weeks salary
Each subsequent full year of continuous service to a maximum of 25 years including first year	2 weeks salary
The final incomplete year of continuous service	A pro-rata payment for each completed month of continuous service based on the above applicable accrual
If you are 45 or over, you are entitled to	An additional weeks salary for each year of continuous service that you have completed since turning 45

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

Weeks salary for a packaged employee with *preserved redundancy arrangements means your weekly Fixed Pay and compulsory superannuation contributions.

If you have transferred from full time to part time and vice versa your severance payment will be pro-rated, and based on your Fixed Pay at the time of retrenchment.

Salary Maintenance for Redeployment to a Non-Comparable Role for Preserved Redundancy Employees

If you accept a Non-Comparable Role and your current Fixed Pay is above the ceiling for the new position, your Fixed Pay will be gradually reduced over 12 months. The reduction will take place in instalments of 25% of the difference every three months until you reach the maximum salary of the lower grade role.



Need more information?

For more information on your rights under the new Westpac Group Enterprise Agreement 2016, contact your FSU Organiser or the FSU Member Rights Centre on **1300 366 378**.

Not already an FSU Member?

Join now to access fully qualified member-only assistance. You can join online today at **www.fsunion.org.au** or call **1300 366 378**.