



*What are my rights if my job is made Redundant?*

*What are my options for Redeployment?*

*What am I entitled to if I am Retrenched?*

The FSU has prepared this information sheet as a quick reference for members who may be facing those questions because of organisational change.

The Westpac Enterprise Agreement contains a number of provisions in relation to the introduction of change and procedures that apply when a position is made redundant.

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

## **Westpac:** Change, Redundancy, Redeployment and Retrenchment

### **Change & Consultation**

When Westpac has made a decision to introduce change which will have a significant effect on employees they will consult with affected employees and the FSU to discuss the effects of the change and measures to avoid or mitigate any adverse effects of the change.

For the purposes of these discussions Westpac will provide in writing to concerned employees and the FSU all relevant information about the changes including the nature of the change proposed, the expected effects of the changes any other matters likely to effect employees.

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## Redundancy

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 downturn in business.

## Redeployment

If your position is made redundant, you will be able to pursue redeployment opportunities within the bank for a maximum period of three months – or a longer period by mutual agreement.

- **Directly Comparable Position**

Where possible the bank will try and redeploy you to a directly comparable position elsewhere in the organisation.

If you are offered a directly comparable position and do not accept it you will not be entitled to a severance payment.

- **Non Comparable Position**

If a directly comparable position is not available the bank may offer you redeployment to a non comparable position. You will be given *two weeks* to decide whether you wish to accept an offer of a non comparable position.

If you do not accept the offer of a non-comparable position you will continue on redeployment.

If you do accept a non comparable position you will be given a *trial period* of up to eight weeks in the new position throughout which your salary will not be reduced. During the trial either you or the bank may decide that the employment is unsuitable. In such case you will continue in redeployment.

- **Accepting a lower paid position**

If you do accept a non comparable position and your current salary is above the ceiling for the new position, your salary will be reduced to the maximum salary for the lower graded position.

If your non comparable position is subsequently made redundant within 2 years, the retrenchment payment will be calculated using your original salary.

- **Applying for Vacancies**

Employees on redeployment will be considered for vacancies within the bank before the vacancy is advertised externally. In filling vacancies every reasonable consideration will be given to suitably qualified employees on redeployment.

- **Development positions**

A development position may be offered to an employee assessed as being essential to Westpac's continuing business needs in order to develop an employees skills.

A development position is for a minimum period of six months or longer by agreement. During this time a development and training plan is implemented and the employee will have preference for vacancies that arise in the position for which they are being developed.

If the employee is not appointed to a permanent position within the agreed time frame they will be able to agree to a further period of redeployment or be provided with notice of retrenchment.

## Retrenchment



Where appropriate the bank may call for applicants for retrenchment. Where selection is necessary the bank will consider an employee's length of service, their preferences, ability to discharge duties and special circumstances such as the need to retain specific skills.

Retrenchments will be drawn from employees who have expressed an interest in retrenchment or whose competencies are not suited to any available position.

- **Notice of Retrenchment**

If you are to be retrenched the bank will give you six weeks formal written notice or payment in lieu of that notice.

- **Severance Payments**

Upon retrenchment you will receive a severance payment based upon your years of service with the bank, as follows:

- 7 weeks salary for the first year of service – or pro rata for less than one year's service.
- 3 weeks salary for each subsequent year and pro rata for part of the final year.
- Maximum severance is 90 weeks salary.
- **Part-time employees:**

If you have transferred from full time to part-time employment or vice versa during your time with the bank your retrenchment payment will be based pro-rata on the actual time worked in each mode using your current salary.

## Useful Definitions

### RETRENCHMENT

Means the termination of a permanent employee's employment as a result of redundancy and where no alternative employment is available and retraining is inappropriate.

### WEEKS SALARY

Is 50% of your fortnightly salary for working ordinary time;

- including applicable shift allowances and weekend loadings averaged over the last complete roster cycle, but
- excluding overtime

### DIRECTLY COMPARABLE POSITION

Means a position within Westpac that:

- has at least the same salary and other benefits as the employee's existing position,
- doesn't involve an unreasonable change in duties when considering the employee's skills and abilities,
- is at the same location or another location within reasonable commuting distance,
- is not more than 15% less Hay points than the redundant position.

### NON COMPARABLE POSITION

means a position which:

- is not directly comparable (see above),
- may involve a significant change in duties,
- may require different skills and abilities,
- may include a change of mode such as changing from full-time to part-time employment.

### CALCULATION OF SERVICE

In calculating an employee's length of service, periods of unpaid leave are not counted. However the employee's anniversary date remains as the date in which they commenced employment with the bank.

## Other Severance Entitlements

### Job Search

The bank will allow you one day off each week on full pay during the notice period to attend job interviews upon proof that you are attending job interviews. Employees will also be given assistance in resume writing, secretarial support and an outplacement course.

### Annual Leave

The bank will payout any untaken accrued Annual Leave plus Loading where payable.

### Long Service Leave

The bank will pay accrued Long Service Leave including pro-rata Long Service Leave to employees with more than 5 years service.

### Superannuation

Employees will receive superannuation benefits as they relate to resignation, preservation and portability in accordance with the rules of the Fund.

### Loans

- All existing loans attracting staff terms and conditions will be converted to customer terms and conditions at the date of termination.
- Cheque and savings accounts will be converted to public customer terms from the date of termination of employment.
- All increased costs (including interest) for a period of 9 months will be calculated on balances and public loan conditions applicable on the date of notification of retrenchment. Westpac will make an ex gratia payment to the employee to ensure the amount the employee receives after tax equals this cost.
- Provided that relevant public lending criteria are met the bank will give favourable consideration to the renegotiation of housing loans at public rates and conditions for employees who are retrenched.
- Where a loan is renegotiated before or on termination of employment the bank will meet all bank fees and charges and, if requested, will consider maintaining existing loan repayment levels and the extension of the term of the loan.



## Help is only a phone call away

Making decisions about your future during a period of organisational change can be confusing and emotional.

If you don't understand your options and want more information don't hesitate to contact the FSU Member Rights Centre on **1300 366 378**.



Finance Sector Union of Australia  
Member hotline: 1300 366 378  
8am to 8pm EST Monday to Friday  
Fax: 1300 307 943  
Email: [fsuminfo@fsunion.org.au](mailto:fsuminfo@fsunion.org.au)  
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