

AG818874 PR923390

AUSTRALIAN INDUSTRIAL RELATIONS COMMISSION

Workplace Relations Act 1996
s.170LK Agreement with employees (Division 2)

HSBC Bank Australia t/as HSBC Merrill Lynch HSBC
(AG2002/5185)

HSBC BANK AUSTRALIA CERTIFIED AGREEMENT 2002

Various employees

Banking services

SENIOR DEPUTY PRESIDENT DUNCAN

SYDNEY, 10 OCTOBER 2002

CERTIFICATION OF AGREEMENT

In accordance with section 170LT of the *Workplace Relations Act 1996*, the Commission hereby certifies the attached written agreement.

This agreement shall come into force from 4 October 2002 and shall remain in force until 3 October 2005.

BY THE COMMISSION:



SENIOR DEPUTY PRESIDENT

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HSBC BANK AUSTRALIA CERTIFIED AGREEMENT 2002

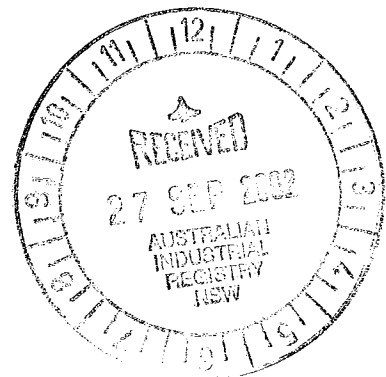


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HSBC BANK AUSTRALIA CERTIFIED AGREEMENT 2002

PART 1 - APPLICATION, OPERATION, CONTRACT, TERMINATION

1. WHO IS BOUND BY THIS AGREEMENT

This Agreement binds HSBC Bank Australia Limited (the Bank) and its clerical employees whose wages and conditions of employment are regulated by the HSBC Bank Australia Award 1999.

2. WHEN AND HOW THIS AGREEMENT APPLIES

When this Agreement applies

- 2.1 This Agreement applies from the date that it is certified by the Australian Industrial Relations Commission. Its nominal expiry date is 3 years from that date.

This Agreement prevails

- 2.2 This Agreement prevails over any award, order or certified agreement that might otherwise apply.

3. HOW THIS AGREEMENT CAN BE VARIED

This Agreement can be varied in accordance with the Workplace Relations Act 1996 (the Act).

4. INDIVIDUAL AGREEMENTS

You and the Bank may enter into an individual agreement under this Agreement

- 4.1 You and the Bank may make an individual agreement. An individual agreement may exclude, in whole or in part, the operation of this Agreement. An individual agreement will prevail over this Agreement to the extent of any inconsistency. An individual agreement must be in writing and you must not be worse off, on an overall basis, than you would have been under the terms of this Agreement.
- 4.2 Each individual agreement will be deemed to be part of this Agreement. A breach of an individual agreement will be taken to be a breach of this Agreement

and may be enforced accordingly. An individual agreement will only have effect while this Agreement is in operation.

- 4.3 An individual agreement may be varied or terminated in accordance with its terms or by further agreement.
- 4.4 You are entitled to have an external party advise or assist you at any stage in the making of an individual agreement.
- 4.5 An individual agreement must not exclude, in whole or in part, the operation of clause 28.
- 4.6 It is agreed that the making of individual agreements will facilitate a better and more flexible accommodation of the needs of the Bank and the needs of employees.

Australian Workplace Agreements

- 4.7 At any time, you and the Bank may enter into an Australian Workplace Agreement that will operate (i) to the exclusion of this Agreement or (ii) to prevail over this Agreement to the extent of any inconsistency.

5. HOW THE BANK WILL ENGAGE AND PAY YOU

How you are engaged and paid if you are a full time or part time employee

- 5.1 If you are a full time or part time employee, you will be engaged by the fortnight and paid by the month by direct deposit to your bank account provided that you and the Bank may agree in writing for you to be paid on some other periodic basis.

How you are engaged and paid if you are a casual employee

- 5.2 If you are a casual employee, you will be engaged by the hour and paid by the hour provided that you and the Bank may agree for you to be paid on some other basis. Each engagement will stand-alone.

Probation

- 5.3 If you are a full time or part time employee, the Bank may initially engage and employ you on probation for up to three months. During such probation period, either you or the Bank can end your employment by giving one week's notice, or the Bank can end your employment by paying you in lieu of that notice.
- 5.4 A probationary employee is for all other purposes of this Agreement, a full time or part time employee (as the case may be).
- 5.5 Probationary employment forms part of an employee's period of continuous service.

Hourly wages for casuals

- 5.6 If you are a casual employee, you will be paid an hourly wage calculated according to your age (where applicable) and/or grade and the relevant annual wage set out in clause 23 plus a loading of 25 per cent thereof for each hour worked.

Clauses that do not apply to casuals

- 5.7 The clauses of this Agreement specified in Appendix 1 do not apply to casual employees:

Your duties

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

6. PART TIME EMPLOYMENT*Hourly wages and pro rata conditions*

- 6.1 If you are a part time employee, you will be paid for working ordinary hours (as prescribed in subclauses 9.2 and 13.2) an ordinary hours hourly wage calculated according to your age (where applicable) and/or grade and the relevant annual wage set out in clause 23. You will also receive the conditions benefits to which a full time employee is entitled and (where applicable) be paid pro rata according to your average ordinary hours of work over the most recent period of 12 months.

Shift work

- 6.2 If you are a part time employee, you may be employed on shift work provided that you do not work more than eight ordinary hours per shift or more than an average of five shifts per week.

Payment for public holidays

- 6.3 Where a bank or public holiday falls on a day of the week on which you would normally work, you will be paid in respect of such holiday an amount equal to the amount which you would have been paid for the ordinary time which you would have worked if that day had not been a holiday.

7. TERMINATION OF EMPLOYMENT

Notice of termination by the Bank

- 7.1 Subject to subclause 5.3, the Bank will give 4 week's notice in order to terminate the employment of a full time or part time employee.
- 7.2 In addition to the above notice, employees over 45 years of age at the time of the giving of notice with not less than two years' continuous service are entitled to an additional week's notice.

The Bank can pay out your notice

- 7.3 Instead of giving you the notice provided for in this clause, the Bank can pay you for the notice period or can reduce the notice period and pay you for the period of that reduction. If the Bank chooses to pay you instead of allowing you to work for your full notice period, it will calculate the amount it pays you on your actual rate of pay for the ordinary hours you would have worked during the period of notice.
- 7.4 The period of notice provided for in this clause will not apply in the case of dismissal for conduct that justifies instant dismissal or to an employee engaged for a specified period or for a specified task or tasks at the end of that specified time or task.

You have to give the Bank the same notice

- 7.5 If you decide to leave the Bank's employment, then you must give to the Bank the same notice that it would have to give to you to terminate your employment. However, if you are over 45 years of age you do not have to give the Bank any additional notice. If you do not give the Bank the required notice, the Bank can deduct from any money it owes you up to the amount that equals the amount you would have earned if you had worked your ordinary hours for the period of notice you should have given.

You can have paid time off to look for employment

- 7.6 If the Bank gives you notice under this clause, it will give you up to one day off without loss of pay so that you can look for other employment. You can take the time off when it is convenient for you after consultation with the Bank.

8. REDUNDANCY

- 8.1 Subject to subclause 8.2, if you are a full time or part time employee and your employment is terminated by the Bank on account of redundancy you will receive notice or payment in lieu of notice in accordance with clause 7 plus a severance payment in accordance with the Bank's policy at the time provided that such severance payment will not be less than that set out below:

Period of continuous service	Severance pay
Less than 1 year	Nil
1 year but less than 2 years	4 week's pay
2 years but less than 3 years	6 week's pay
3 years but less than 4 years	7 week's pay
4 years or more	8 weeks pay

- 8.2 Your employment will not be regarded as having been terminated on account of redundancy if you are offered suitable alternative employment (i) by the Bank or (ii) by another employer provided that the offer made by such other employer expressly recognises and preserves your service with the Bank for the purposes of any redundancy that might arise during your employment with that employer.
- 8.3 If you are transferred to lower paid duties on account of redundancy, the same period of notice will be given to you as would apply if your employment was terminated provided that the Bank may, at its option, make payment in lieu of notice of an amount equal to the difference between your former rate of pay and your new rate of pay for the period of notice that would otherwise have applied.
- 8.4 If your employment is terminated on account of redundancy and the Bank requires you to work your notice period, it will give you one day off without loss of pay in each week of notice so that you can look for other employment. You can take the time off when it is convenient for you after consultation with the Bank.
- 8.5 If your employment is terminated on account of redundancy, you may cease your employment during the notice period and, if you do so, you will be entitled to the same benefits and payments under this clause as if you had remained with the Bank until the expiry of the notice period provided that you will not then be entitled to payment for the remaining period of notice.

PART 2 - HOURS, OVERTIME, SHIFT WORK

9. HOURS OF WORK

Full time employees

- 9.1 If you are a full time employee not on shift work, your ordinary hours (exclusive of unpaid meal breaks) will be 37.5 per week. Such ordinary hours will be worked over an average of 5 days per week and up to 9.5 hours per day

after 7.30 a.m. Monday to Friday inclusive and between 7.30 a.m. and 12.00 noon on Saturday. Your starting and finishing times will be determined by the Bank.

Part time employees

- 9.2 If you are a part time employee not on shift work, your ordinary hours (exclusive of unpaid meal breaks) may be up to 150 hours in any four week cycle. Such ordinary hours may be worked over an average of up to 5 days per week and up to 9.5 hours per day after 7.30a.m. Monday to Friday inclusive and between 7.30a.m. and 12.00 noon on Saturday. You will be paid for a minimum of 4 ordinary hours for each day you attend for work. Your starting and finishing times and your days of work will be determined by the Bank.
- 9.3 If agreed with the Bank, you may work in excess of 150 hours in any four-week cycle. You will be paid for such work at the rate of 1.5 times your ordinary hours hourly wage for the first three hours and 2 times your ordinary hours hourly wage thereafter on each occasion, provided that excess hours worked after 12.00 noon on a Saturday and/or at any time on a Sunday and/or public holiday will be paid at the rate of 2 times such hourly wage.

Different hours by agreement

- 9.4 Notwithstanding subclauses 9.1 and 9.2, you and the Bank may agree to an ordinary hours commencement time earlier than 7.30 a.m.

Make-up time

- 9.5 If you are a full time or part time employee not on shift work, you may elect, with the consent of the Bank, to work make-up time by taking time off during ordinary hours and making up those hours at a later time, during the spread of ordinary hours provided in subclauses 9.1 or 9.2 (which ever is applicable).
- 9.6 If you are a full time or part time employee on shift work, you may elect, with the consent of the Bank, to work make-up time by taking time off during ordinary hours and making up those hours at a later time, at the shift work rate which would have been applicable to the hours taken off.

Casual employees

- 9.7 If you are a casual employee you will work such hours as are agreed from time to time by you and the Bank.

10. OVERTIME

Requirement to work overtime

- 10.1 If you are a full time or part time employee, you shall work reasonable overtime as required by the Bank.

Payment for overtime

- 10.2 Payment will only be made for overtime that is worked at the direction of the Bank. If you are a full time or part time employee (not on shift work), you will be paid at the rate of 1.5 times your ordinary hours hourly wage for the first three hours and at the rate of 2 times such hourly wage thereafter for overtime worked:
- (a) before 7.30 a.m. (or earlier where agreed pursuant to subclause 9.4) on any day Monday to Saturday inclusive;
 - (b) after 7.30 a.m. (or earlier where agreed pursuant to subclause 9.4) on any day Monday to Friday inclusive in excess of 9.5 hours (exclusive of meal breaks) per day;
 - (c) in excess of your regularly rostered ordinary hours of work on any day;
 - (d) on Saturdays before 12.00 noon, provided that for overtime worked after 12.00 noon on Saturdays you will be paid for at the rate of 2 times your ordinary hours hourly wage.

Work on Sundays and Public holidays

- 10.3 Work performed on Sundays and public holidays will be paid for at the rate of 2 times your ordinary hours hourly wage with a minimum payment for four hours at that rate for each occasion.

Overtime and shift work

- 10.4 Overtime worked by full time and part time employees on shift work will be paid for in accordance with subclause 13.7.

Payment for overtime

- 10.5 Overtime will be paid not later than the second pay-day after receipt of the approved claim.
- 10.6 You will not be entitled to more than one overtime payment for each period of overtime worked. An overtime entitlement will not arise in respect of any ordinary hours worked on shift work.
- 10.7 Overtime will only be paid for completed half hour periods of work.

Time off in lieu of payment

- 10.8 You may elect in writing and the Bank may agree that time off will be taken in lieu of payment for overtime and in each such case the time off will equate with the period of overtime actually worked.

11. MEAL BREAKS

Full time employees

- 11.1 If you are a full time employee you will be entitled to an unpaid meal break of not less than 30 minutes (or longer if required by the Bank) to be commenced at a time determined by the Bank between 4 and 5.5 hours after commencing duty.

Part time and casual employees

- 11.2 If you are a part time or casual employee you will be entitled to an unpaid meal break of not less than 30 minutes after a maximum of 5 hours work unless you would normally cease duty within 30 minutes of that time.

Emergency situations

- 11.3 Notwithstanding the meal break entitlements specified in subclauses 11.1 and 11.2, the Bank may require you to work on in an emergency without a meal break, and in such circumstances a meal break will be allowed as soon as practicable.

12. REST PERIOD

Period off duty

- 12.1 Other than if you are recalled to work, you will be entitled to not less than ten consecutive hours off duty between the end of your ordinary day or shift and the commencement of your ordinary work on the next day or shift, unless otherwise agreed.

Resumption or continuation of work

- 12.2 If on the instructions of the Bank you are required to resume or continue work without having had such ten consecutive hours off duty, you will be paid at the rate of 2 times your ordinary hours hourly wage until you are released from duty for such period and you will then be entitled to be absent until you have ten consecutive hours off duty without loss of pay for ordinary hours working time occurring during such absence.

Rest period if employees swap work periods

- 12.3 You may voluntarily swap work periods with another employee with the consent of the Bank provided that such swap does not result in you or the other employee having less than seven consecutive hours off duty.

13. SHIFT WORK

Shift work may be required

- 13.1 Shift work occurs when work by one or more employees is continued by one or more other employees according to a roster. If you are a full time or part time employee you may be required to work shift work. No employee under the age of 18 years will work shift work without the consent of a parent or guardian.

Hours

- 13.2 Ordinary hours for shift work will not exceed eight per shift or 75 per fortnight or, in the alternative, 150 per four week cycle or a maximum of six shifts in any week or an average of five shifts per week across the shift cycle (exclusive of unpaid meal breaks).

Definitions

- 13.3
- (a) Morning shift means a shift rostered to commence at or after 4.00a.m. and before 7.30a.m.
 - (b) Day shift means a shift rostered to commence at or after 7.30a.m. and before 10.45a.m. (and forming part of a shift work cycle).
 - (c) Afternoon shift means a shift rostered to commence at or after 10.45a.m. and before 6.00 p.m.
 - (d) Night shift means a shift rostered to commence at or after 6.00 p.m. and before 4.00 a.m. on the day following.
 - (e) Permanent night shift means a night shift which does not rotate with another shift or shifts or day work and which continues for a period of not less than four consecutive weeks.

Shift allowances

- 13.4 When on shift work you will be paid shift allowances as set out below, calculated on your ordinary hours hourly wage:

Shift	Allowance
	%
Morning	12.5
Afternoon	15
Night	20
Permanent night	27.5

- 13.5 Shift allowances will not be payable in any case where subclauses 13.6 and/or 13.7 are applicable.

Saturday, Sunday and Public Holiday work

- 13.6 A shift, the major portion of which falls on a Saturday, Sunday or public holiday will be paid for at the rate of 2 times your ordinary hours hourly wage.

Overtime for shift workers

- 13.7 Overtime worked when on shift work, being time worked in excess of the ordinary hours specified in subclause 13.2, will be paid for as follows:
- (a) on a Saturday, Sunday or public holiday - at the rate of 2 times your ordinary hours hourly wage;
 - (b) on any other day - at the rate of 1.5 times your ordinary hours hourly wage for the first three hours and at the rate of 2 times such hourly wage thereafter provided that no employee who is on shift work will be paid more than that 2 times rate.

Meal money

- 13.8 If you are performing shift work and you are required to work overtime for more than one hour after the completion of a shift, you will be paid meal money of \$10.95 in addition to your overtime payment unless a meal is provided by the Bank. You must notify the Bank of any claim for meal money on the Bank's overtime claim form and the claim must be authorised by your Department Head. The Bank will pay the meal money claimed not later than the second pay-day after the receipt of notification of the claim.

Meal break

- 13.9 When on shift work you will not be required to work for more than five hours without a meal break of not less than 30 minutes unless you would normally cease duty within 30 minutes of that time provided that the Bank may require you to work on in an emergency without a meal break, and in such circumstances a meal break will be allowed as soon as practicable.

Transport

- 13.10 If you start or cease a shift at a time when the usual or reasonable means of transport is not available, the Bank will, at its expense, convey you from or to you home or lodging.

Transfer to shift work

- 13.11 You will be given at least one week's notice of transfer to shift work or of transfer from one pattern of shift work to another pattern of shift work, unless such transfer is occasioned by emergency or the absence of another employee.

Alternative shift systems by agreement

- 13.12 Notwithstanding the terms of this clause, alternative shift systems including those based on a 12 hour ordinary time roster may be operated by the Bank with the agreement of employees concerned. Subject to this subclause, the Agreement Regarding Shift Work for EDP Computer Operators dated 18 November 1988 will continue to apply.

PART 3 - PUBLIC HOLIDAYS AND LEAVE**14. PUBLIC HOLIDAYS***Days to be observed as holidays*

The Bank will observe as holidays, in each State or Territory, those days gazetted as public holidays or bank holidays, for your work location, by the particular State or Territory Government, provided that you and the Bank may agree to substitute any such gazetted day for another day within the following four week period.

15. ANNUAL LEAVE*Entitlement to annual leave*

- 15.1 After the completion of each twelve months' service with the Bank, each full time employee will be entitled to twenty days annual leave, exclusive of public holidays. Part time employees will be entitled to pro rate annual leave by reference to the ordinary hours they work in the qualifying period.

Time of taking leave

- 15.2 The time of giving and taking of annual leave will be by mutual arrangement between you and the Bank, provided that such accrued leave must be taken no later than one year after its accrual, unless the Bank agrees otherwise.

Purchase of additional week of annual leave

- 15.3 The Bank's annual leave policy will provide an annual opportunity by which you will be able, after you have completed 12 months continuous service, if you wish, to purchase one additional week of annual leave entitlement in each year of employment. The terms and application of such policy will at all times be at the sole discretion of the Bank.

Payment for annual leave

- 15.4 If you are a full time employee, your payment for annual leave will be calculated by reference to your ordinary hours hourly wage at the time the leave is taken plus a leave loading of 17.5 per cent thereof. If you are a part time employee, your payment for annual leave will be calculated pro rata by reference to your ordinary hours hourly wage at the time the leave is taken and the ordinary hours you worked during the qualifying period plus a leave loading of 17.5 per cent thereof.

Loading on annual leave pay

- 15.5 The leave loading referred to in subclause 15.4, when payable, will be paid prior to the leave being taken. You have no entitlement to the payment of the leave loading when annual leave is taken wholly or partly in advance provided that once the leave entitlement accrues it is then payable in respect of the period of such leave.

Annual Leave in advance

- 15.6 The Bank may allow you to take annual leave before its accrual date. The Bank may, at its option, pay the leave loading referred to in subclause 15.4 when the leave is taken.

Deduction from remuneration on ceasing employment

- 15.7 Where annual leave has been granted to you before its accrual date, and you subsequently cease employment before the accrual date, the Bank may deduct from whatever remuneration is payable to you on the cessation of your employment, an amount equal to that period of annual leave not due to you on a pro rata basis at the date of cessation.

Payment on termination

- 15.8 If your employment is terminated by the Bank, or you lawfully leave the employment, you will be entitled to payment for accrued but untaken annual leave and for pro rata untaken annual leave to the date of termination.

16. SICK LEAVE*Entitlement*

- 16.1 If you are a full time employee, you will accrue 10 days paid sick leave per year of continuous service (pro rata accrual for part time employees) and such leave that is untaken in any year will accumulate to a maximum of 93 days. Such leave may be taken where you are unable to attend work as a result of illness or injury subject to:

- (a) you notifying the Bank as soon as possible, but in any event not later than 11.00 a.m. on the day of absence, or the first day of such absence, as the case may be; and
- (b) you completing, signing and providing to the Bank a sick leave notification on your return to work; and
- (c) you providing a medical certificate for any absence exceeding one working day, or on a day before or after a weekend or public holiday, or where otherwise requested by the Bank in cases of frequent short duration absences.

Unused sick leave not paid out

16.2 Unused sick leave will not be paid out on termination of employment.

17. PERSONAL LEAVE

Amount of paid personal leave for full time employees

17.1 If you are a full time employee you are entitled to up to 5 days personal leave in each year of service. Such leave, which does not accumulate, may be used as bereavement leave and/or carer's leave in accordance with the following and/or for other personal leave requirements in accordance with the policies of the Bank.

Immediate family or household

17.2 The entitlement to use personal leave for the purposes of bereavement leave or carer's leave is subject to the person being either:

- (a) a member of your immediate family; or
- (b) a member of your household.

The term immediate family includes:

- (a) a spouse (including a former spouse, a de facto spouse and a former de facto spouse) of you. A de facto spouse means a person of the opposite or same sex who lives with you as husband, wife or same sex partner on a bona fide domestic basis; and
- (b) a child or adult child (including an adopted child, step child or ex-nuptial child), parent, grandparent, grandchild or sibling of you or your spouse.

Bereavement leave

17.3 You will be entitled to use up to two days of your personal leave on each occasion if a member of your immediate family or household in Australia dies.

- 17.4 You will be entitled to take a further two days' of your personal leave if such death occurs outside Australia and you travel outside Australia to attend the funeral.

Carer's leave

- 17.5 If you have responsibilities in relation to members either of your immediate family or household who need your care and support you, will be entitled to use up to five days per annum of your personal leave entitlement to provide care and support for such persons when they are ill. Leave may be taken for part of a single day.
- 17.6 The entitlement to use personal leave is subject to you being responsible for the care of the person concerned.
- 17.7 You will, if required by the Bank, establish by production of a medical certificate or statutory declaration, the illness of the person concerned and that the illness is such as to require care by another.
- 17.8 Unless the Bank agrees otherwise, you must not take carer's leave under this clause where another person has taken leave to care for the same person.
- 17.9 You must, where applicable, give the Bank notice prior to the absence of the requirement to take leave, the name of the person requiring care and the person's relationship to you, the reasons for taking such leave and the estimated length of absence. If it is not practicable for you to give prior notice of absence, you must notify the Bank by telephone of such absence at the first opportunity on the day of absence.

Unpaid carer's leave

- 17.10 The bank may approve unpaid leave for the purpose of providing care to a family or household member who is ill where the paid carer's leave entitlement has been used.

Amount of personal leave for part time employees

- 17.11 The provisions of this clause will apply pro rata if you are a part time employee.

18. PARENTAL LEAVE

Minimum entitlement

- 18.1 You will be entitled to parental leave (maternity, adoption and paternity) in accordance with Bank policy. The Bank may vary such policy as appropriate provided that its minimum standard will not be less than that in then current federal legislation.

Additional benefits

18.2 Bank parental leave policy currently provides for:

- (a) 6 weeks of entitled maternity/adoption leave to be paid leave;
- (b) 1 week of paid parental leave to an employee whose spouse (including de facto and same sex partner) has given birth to a child; and
- (c) 1 week of paid parental leave to an employee who has adopted a child or whose spouse (including de facto and same sex partner) has adopted a child.

19. JURY LEAVE

If you are summoned to attend jury service you will continue to receive your normal salary for the duration of attendance required of you by the court.

20. LONG SERVICE LEAVE

Minimum entitlement according to legislation

20.1 You will be entitled to long service leave in accordance with State or Territory legislation according to where you work. Where your service occurs in more than one State or Territory, your entitlement will accrue on a pro rata basis in accordance with the service period in each State or Territory.

Bank benefits guaranteed

20.2 Subclause 20.1 will not diminish your entitlement to any superior long service leave benefits that the Bank may provide from time to time.

21. OTHER LEAVE

The Bank will consider requests for leave for other purposes. Such requests will be considered on their merit and within the context of the Bank's operational requirements and where allowed, be at the sole discretion of the Bank and not otherwise. Where such leave is approved it may be granted as either paid or unpaid at the sole discretion of the Bank.

22. EFFECT OF UNPAID LEAVE

Any period of approved unpaid leave which extends for more than 5 consecutive working days will not count as service for any purpose under this Agreement or relevant legislation, but will not break continuity of employment.

PART 4 - WAGES AND RELATED MATTERS

23. YOUR WAGE

Junior rates

23.1 If you are under 21 years old, you will be paid for work during ordinary hours not less than the relevant age-related annual wage rate for work performed in Grades 1 and 2 as follows:

Age	% of Grade 1 Rate
At or below 18 years of age	70.0
At 19 years of age	80.0
At 20 years of age	90.0

23.2 If you are under 21 years of age, you will be paid for work performed in Grade 3 at the full Grade 3 rate.

Adult rates

23.3 If you are 21 years old or over, you will be paid for work during ordinary hours not less than the annual wage rate set out below:

Grade 1	\$25,607.00
Grade 2	\$27,368.00
Grade 3	\$29,025.00

These minimum wage rates will be increased from 1 July 2003, 1 July 2004 and 1 July 2005 by an amount equal to any amount awarded by the Australian Industrial Relations Commission in its immediately preceding national wage Safety Net Review decision. Meal money will be increased by 1/40th of the weekly wage increase applicable to the Grade 1 level in conjunction with each increase in minimum wages.

Employees will be graded

23.4 You will be graded according to the work allocation set out below:

Grade 1

When performing the work of operator word processing, tea room attendant, telex operator, clerk (finance, customer services, remittances), secretary and other work of similar value as determined by the Bank.

Grade 2

When performing any of the work in Grade 1 and the work of clerk (financial markets), assistant accountant, senior clerk (finance, customer services, remittances), clerk import/export, computer operator, secretary (department head) and other work of similar work value as determined by the Bank.

Grade 3

When performing any of the work in Grades 1 and 2 and the work of supervisor (customer service, remittances, import/export, credit), computer shift leader and other work of similar work value as determined by the Bank.

Annual review of your wage

23.5 If you are a full time or part time employee, your wage will be reviewed annually by the Bank. Each review will take into account movements in market rates and your performance. Your performance will be assessed by the Bank using its standard performance assessment process. You will be given an opportunity to provide an input for the purposes of that assessment. Irrespective of the outcome of any annual review, your wage will not be reduced by the Bank.

Annual bonus scheme

23.6 If you are a full time or part time employee, you will have opportunity to earn an annual bonus under a bonus payment scheme. The terms of the bonus scheme and its period of operation will be at the sole discretion of the Bank.

Higher duties

23.7 You may be required from time to time to work in a higher grade. Such work will form part of a normal development opportunity and will be taken into account in your performance assessment where such work extends for a period of up to 3 months. Higher grade work extending beyond 3 months will be treated on a case by case basis and you will, in such circumstances, be paid a one-off performance related payment of at least 5% of your wage for the period involved.

Part time wage rate

23.8 If you are a part time employee your ordinary hours hourly wage rate will be as provided for in subclause 6.1.

Casual wage rate

23.9 If you are a casual employee your hourly wage rate will be as provided for in subclause 5.6.

24. SALARY SACRIFICE

The Bank may, at its discretion and in accordance with relevant laws, make opportunities for salary sacrifice available to full time and part time employees in accordance with its policies. In such cases, any amount which you elect to salary sacrifice will be taken into account in assessing the Bank's compliance with its obligations under this Agreement.

25. SUPERANNUATION

The Bank will make superannuation contributions on your behalf to its nominated Superannuation Fund in accordance with its legislated obligations.

26. MEAL MONEY

Monday to Friday

26.1 If you are a full time or part time employee not on shift work and are required to work overtime after 7.00 p.m. you will be paid meal money of \$10.95.

Sunday or public holiday

26.2 If you are a full time or part time employee not on shift work and are required to work more than four consecutive hours on any Sunday or public or gazetted bank holiday you will be paid meal money of \$10.95, and if required to work more than nine hours on such a day you will be paid a further sum of \$10.95 for a meal.

Claim for payment

26.3 You must notify the Bank of any claim for meal money on the Bank's overtime claim form and the claim must be authorised by your Department Head. The Bank will pay the meal money claimed not later than the second pay-day after the receipt of notification of the claim.

Provision of a meal

- 26.4 The Bank may, at its discretion, provide you with a meal instead of meal money. Light refreshments do not constitute a meal.

27. ACCIDENT COMPENSATION MAKE-UP PAY

- 27.1 If you are injured at work and receive compensation under the relevant State worker's compensation legislation, that compensation, if it is less than your pre-injury ordinary time pay at the time of the accident, will be made up by the Bank for a period of up to 26 weeks so that there is no reduction in your ordinary time pay.
- 27.2 Your eligibility for Accident Compensation Make Up Pay will cease in the event that you refuse to, or do not fully participate in required rehabilitation or return to work programs.

28. EMPLOYMENT RELATIONSHIP AND WORK ENVIRONMENT

Your obligation

- 28.1 You must not engage in any activity, paid or unpaid, which is in conflict with the business interests of the Bank, or which conflicts with your responsibility to the Bank as an employee.

The working environment

- 28.2 You and the Bank agree that the work environment should be characterised by co-operation, mutual respect and open communication directly between the Bank and its employees.
- 28.3 The Bank is also committed to providing a working environment that is free of harassment and unlawful discrimination, which promotes equal opportunity and which is smoke free, and safe and healthy in accordance with relevant legislation. You must conduct yourself in a manner that supports the Bank in these commitments and co-operate with it to ensure that those objectives are met.

29. DISPUTE RESOLUTION PROCESS

- 29.1 The procedure set out below must be followed in resolution of grievances and/or disputes about matters arising under this Agreement:
- (a) You and your manager are to meet and confer on the matter.

Your manager is required to set aside the time necessary for fair and open discussion and appropriate consideration of the matter.

Your manager should investigate the facts, consider any policies and practices that might be applicable, consult with Human Resources for independent advice as required and give you a response within a reasonable period of time.

- (b) If the matter is not resolved at that meeting, or within that reasonable time, you may refer it to your next level manager.
- (c) If the matter then remains unresolved, you may refer it to the Manager Human Resources.
- (d) If the matter cannot then be resolved, it may be referred by either you or the Bank to the Australian Industrial Relations Commission for mediation and, in the event that mediation is not successful, determination in accordance with s.170LW of the Act.

29.2 You have the right to involve a nominated representative if the matter is not resolved after reference to your next level manager.

29.3 While any matter is being addressed under this process, work is to continue as normal and no disruption is to be caused to normal business activities or to customer service.

HSBC Bank Australia Limited

Signatory Name RODNEY HANRATTY


 A large, stylized handwritten signature in black ink, appearing to read 'R. Hanratty', is written over a horizontal line. The signature is fluid and cursive, with a large loop at the top.

Signatory Title HEAD OF HUMAN RESOURCES

DATED THIS 27TH DAY OF SEPT 2002

APPENDIX 1

Clauses of this agreement which do not apply to casual employees;

Clause Number	Clause Title
6	Part Time Employment
7	Termination of Employment
8	Redundancy
10	Overtime
12	Rest Period
13	Shift Work
15	Annual Leave
16	Sick Leave
17	Personal Leave
18	Parental Leave
19	Jury Leave
20	Long Service Leave
21	Other Leave
24	Salary Sacrifice
26	Meal Money
27	Accident Compensation Make Up Pay