



DECISION

Fair Work Act 2009
s.185—Enterprise agreement

National Australia Bank Limited
(AG2016/5720)

NAB ENTERPRISE AGREEMENT 2016

Banking finance and insurance industry

COMMISSIONER LEE

MELBOURNE, 26 SEPTEMBER 2016

Application for approval of the NAB Enterprise Agreement 2016.

[1] An application has been made for approval of an enterprise agreement known as the *NAB Enterprise Agreement 2016* (the Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (the Act). It has been made by National Australia Bank Limited. The Agreement is a single enterprise agreement.

[2] The Applicant has provided written undertakings. A copy of the undertakings is attached in Annexure A. I am satisfied that the undertakings will not cause financial detriment to any employee covered by the Agreement and that the undertakings will not result in substantial changes to the Agreement.

[3] Subject to the undertakings referred to above, I am satisfied that each of the requirements of ss.186, 187, 188 and 190 as are relevant to this application for approval have been met.

[4] The Finance Sector Union of Australia being a bargaining representative for the Agreement, has given notice under s.183 of the Act that it wants the Agreement to cover it. In accordance with s.201(2) I note that the Agreement covers the organisation.

[5] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 3 October 2016. The nominal expiry date of the Agreement is 2 October 2019.



COMMISSIONER

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Annexure A

Re: AG2016/5720 – Application for Approval of the NAB Enterprise Agreement 2016

UNDERTAKING

The National Australia Bank Limited (Employer) provides the following undertakings:

1. It will conduct a review of work patterns:
 - a. at any time upon the request of a Group 1 Flexible Part Time Employee; or
 - b. when the employment of a Group 1 Flexible Part Time Employee is terminated,

to establish whether the amount paid to them for work performed under the Agreement is less than what they would have been paid for the work performed under the *Banking, Finance and Insurance Industry Award 2010 (Award)*, taking into account relevant penalties payable under the Award. If a Group 1 Flexible Part Time Employee is not better off under the Agreement, they will be paid in accordance with the Award.

2. It will conduct a review of work patterns, at any time upon the request of a Group 3 Employee, to ensure that they are better off overall compared to the Award given their weekend work, shift work and overtime. If a Group 3 Employee is not better off under the Agreement, they will be paid in accordance with the Award.

Signed for and on behalf of the Employer:


.....
Dated: 16 September 2016

NAB ENTERPRISE AGREEMENT 2016

Contents

Part A	Introduction	Page
1	Title	6
2	Coverage	6
3	Relationship to Award	6
4	Agreements to be set aside	6
5	Definitions	6 - 8
6	Employment types	9 - 11
7	Date and Period of Operation	12
Part B	Roles, Reward And Recognition	
8	Classification structure and remuneration ranges	13 - 16
9	Casual rates	16
10	TEC adjustments	16
11	Group Floor Rates	17
12	Remuneration retained on acquisition	17
13	Payment of salaries	17
14	Deductions	17
15	Allowances	18
16	Higher duties	18
17	No reduction	18
18	Performance management	18
19	Packaging	19
20	Superannuation	19 - 20
Part C	Workplace Flexibility	
21	Hours of work	21
22	Premium rates	22
23	Rostered days off (RDOs)	22
24	RDO management	23
25	Shift work	23 - 26
26	Breaks	26
27	Overtime	27
28	Changes to hours of work	28
29	Process for reduction in hours	28
30	Public holiday staffing	29

31	Workloads and relief	29 - 30
32	Job sharing	30
33	Off site work	31
34	Lifestyle leave	31
35	Transition to retirement	32
Part D	Leave And Other Arrangements	
36	Pre-natal leave	33
37	Parental leave	33 - 39
38	Breast feeding in the workplace	39
39	Annual leave	40 - 43
40	Conversion of accrued annual leave	43
41	Public holidays	44 - 46
42	Compensating leave	46
43	Long service leave	47 - 49
44	Conversion of accrued bank extended leave	49
45	Sick leave	50 - 52
46	Carer's leave	52
47	Unpaid carer's leave	52
48	Compassionate leave	53
49	Leave of absence	53
50	Domestic Violence Support	54 - 55
51	Termination of employment	55 - 56
Part E	Organisational Change	
52	Principles in organisational change	57
53	Consultation regarding major workplace change & restructuring	57 - 58
54	Redundancy	58
55	Deployment	58 - 60
56	Retrenchment	60 - 64
57	Transitional retrenchment	64 - 65
58	Off-shoring principles	65 - 66
59	Termination payments where Corporations Act applies	66
Part F	Relations And Processes	
60	Learning and development	67 - 68
61	NAB/FSU relationship	68 - 70
62	Joint consultation	70 - 71
63	Individual flexibility arrangements	71 - 72
64	Dispute resolution procedure	72 - 73

Appendix A Mobile Bankers

1	Introduction	74
2	Fixed remuneration	74
3	Review of fixed remuneration	74
4	Incentive payments	74 - 75

Appendix B Financial Planners

1	Introduction	76
2	Definitions	76
3	Practitioner remuneration	76
4	Advisory Board	77

Appendix C Allowances

1	Representative Duties	78
2	Meal allowance	78
3	Shift-workers meal allowance	78
4	Reliving or auditing employee	78 - 79
5	Private vehicle allowance	79
6	Stand-by	79
7	Call-back	79 - 80
8	Special duties	80 - 81
9	Transfers, travelling & working away from usual place of work	81 - 84
10	District allowances	84 - 88

Appendix D Group Floor Rates

1	Safety-net Facilitation clause – Annual Wage Case	89
2	Safety-net Facilitation clause	89

Appendix E 12 Hour Shifts

1	Consolidated allowance	90
---	------------------------	----

2	Breaks	90
3	Annual leave	90
4	Leave entitlements	90
5	Rostered days off – Group 1 and 2	90
6	Overtime	90 - 91
7	Christmas Day/Good Friday	91
8	Travel	91

A INTRODUCTION

1 Title

The title of this Agreement is the NAB Enterprise Agreement 2016 (**Agreement**).

2 Coverage

This Agreement covers:

- (a) National Australia Bank Limited (ABN 12 004 044 937); National Wealth Management Services Limited (**NWMS**) (ABN: 97 071 514 264);
- (b) Australian Market Automated Quotation (Ausmaq) System Limited (**Ausmaq**) (ABN: 53 062 527 575); and
- (c) employees of National Australia Bank Ltd, National Wealth Management Services Ltd and Ausmaq.

3 Relationship to Award

- 3.1 The terms of the National Australia Bank Group Award 2002 (**NAB Award**) (as at 25 March 2006) shall be considered terms of and be incorporated into this Agreement, to the extent permitted by the Act.
- 3.2 Where there is any inconsistency between this Agreement and the NAB Award, this Agreement shall prevail to the extent of that inconsistency.

4 Agreements to be set aside

- 4.1 The NAB Enterprise Agreement 2014 no longer applies and will be set aside.

5 Definitions

Acceptable Position means a position which is not a Comparable Position.

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

Award means the Banking Finance and Insurance Award 2010.

Bank Extended Leave (BEL) means the Bank Extended Leave provisions that currently apply to employees of National Australia Bank Limited who were employed prior to 1 June 1998.

Comparable Position means a position which:

- (a) is above or at the same TEC as the position the employee held which was made redundant;
- (b) fills the same number of hours per 4 week cycle;
- (c) does not entail a change in duties significant enough to be unreasonable in the circumstances of the employee's skills, ability, previous work experience and training required to fulfill the role;
- (d) does not involve an unreasonable change in daily start and finishing times (to be determined by such factors as the degree of the change and the employee's family responsibilities and personal needs); and
- (e) is at the same location or at another location which is in reasonable commuting distance (to be determined by reference to factors including the

employee's duties and responsibilities, family responsibilities and historical use of private and public transport).

Continuous Service means the period of an employee's unbroken service with NAB - including paid working time, paid leave, and unpaid leave up to a maximum of 3 months.

Deployment means the appointment of an employee to a permanent position within the Group Operations of NAB.

Deployment Period means the period of time after an employee's position has been made redundant where the employee and NAB are attempting to find alternative employment within the organisation for the employee.

Domestic Violence means any violence between family members including current or former partners in an intimate relationship, whenever and wherever the violence occurs. It may include physical, sexual, emotional or financial abuse.

Double Time means payment of twice the TRP payable with respect to the hours worked where prescribed by this Agreement and is represented numerically in this Agreement as 100%.

EDA means the Wealth Management Enterprise Development Agreement 2003 - 2005.

Excessive Leave means an accrual of 6 weeks annual leave or more.

Extended Leave means approved leave in excess of three (3) months whether paid, partly paid or unpaid leave.

FSU means the Finance Sector Union of Australia.

Full Pay means the total of TRP and allowances which the employee would have received in respect of ordinary time had work been performed during the relevant period, but shall not include any payment, reimbursement or allowance of a similar nature as, or which is paid for the same reason as the following:

- (a) motor vehicle expenses/allowance;
- (b) excess fares reimbursement;
- (c) relieving allowance;
- (d) reimbursement for expenses incurred;
- (e) reimbursement expenses/allowance;
- (f) shift allowance;
- (g) special duties payment; or
- (h) travelling expenses/allowance.

FWC means Fair Work Commission.

Genuine Agreement means agreement reached after considering the needs of the business and the employee's personal needs. Genuine Agreement is achieved through discussion and negotiation and does not involve coercion.

Group Floor Rates means minimum rates of pay for TEC for Groups 1, 2 and 3.

Local Enterprise Council (LEC) consists of elected FSU representatives who represent the views of NAB FSU members of that state.

NAB refers to National Australia Bank Limited, National Wealth Management Services Limited and Ausmaq.

NAB Award means the National Australia Bank Group Award 2002.

National Enterprise Council (NEC) consists of an elected representative of each of the NAB Local Enterprise Councils, whose role is to represent the views of NAB FSU members in each state, at the national level of the FSU.

NES means the National Employment Standards which represent key minimum entitlements for all employees as set out in the Act.

Offshoring means that the work an employee was doing has been transferred to an overseas location. The work may or may not still be provided by NAB.

Ordinary Time means the payment of TRP with respect to ordinary hours worked.

Outsourcing means that the work an employee was doing has been contracted to an external provider.

Primary carer is either the mother who gives birth and then provides primary care to the child or a parent who is the primary care giver for the child on its birth, adoption or within the first 12 months of the birth or adoption of the child. However, for non-birth parents to be eligible for the paid component of primary carer's leave the reason they are becoming the primary carer must be due to the work commitments of their partner. NAB may exercise its discretion and approve paid primary carer's leave to the non-birth parent where their partner's vocational study commitments or other personal circumstances result in the non-birth parent becoming the primary carer during usual business hours.

Public Holiday includes statutory, gazetted or proclaimed bank or public holiday.

Red Conduct Gate is a disciplinary measure and will be applied in the case of a significant conduct breach, multiple minor breaches or where remedial actions required in relation to a previous breach have not been completed satisfactorily.

Redundancy means a situation where the employee's position is made redundant because the role being done by the employee (or the major part of it) is no longer required to be done in that location or a location within a reasonable commuting distance as a result of reorganisation, changed business practice, technological change or downturn in business.

Retrenchment means a situation where an employee ceases employment with NAB by reason of role redundancy.

SAP is the payroll system applying at NAB.

Time and One Half means payment of TRP plus half of that TRP for the hours worked where prescribed by this Agreement and is represented numerically in this Agreement as 50%.

Total Employment Compensation (TEC) means the sum of TRP and employer-funded superannuation contributions. TEC is the figure used for pay comparisons against the external market.

TEC Low means 90% of the TEC Reference for Groups 1 and 2 and 80% of the TEC Reference for Group 3 and Group 4.

TEC Reference is the midpoint for any TEC range established under Part B.

Total Remuneration Package (TRP) means fixed rate of pay excluding employer superannuation contributions and any form of incentive payments.

6 Employment types

- 6.1 NAB will inform each employee of the terms of their employment.
- 6.2 NAB will report bi-annually to the FSU on the employment mode and numbers of employees by Business Unit, Group and gender.

6.3 Full time employment

A **full time employee** is an employee who works 152 hours over a four week cycle or its equivalent.

Time worked in any four week cycle will include:

- (a) public holidays;
- (b) paid leave (other than special leave at the employee's request);
- (c) authorised sick leave; and
- (d) a rostered day off.

6.4 Part time employment

- (a) This clause does not apply to an employee who is a Flexible Part Time Employee.
- (b) A **part time employee** is an employee who works less than full time hours of 152 hours per four week cycle, has reasonably predictable hours of work, and receives on a pro-rata basis equivalent terms and conditions to those of full time permanent employees, except for RDOs.
- (c) On engagement, NAB and the part time employee will agree in writing, on a regular pattern of work, specifying the hours worked each day, which days of the week the employee will work and the actual starting and finishing times each day.
- (d) Any agreed variation to the regular pattern of work will be recorded.
- (e) A part time employee shall be engaged for a minimum of three consecutive hours on any day on which the employee works. However, a part time employee may work a two hour minimum for training purposes. This sub-clause will be read in conjunction with clause 29.
- (f) All time worked in excess of the hours as agreed will be overtime and paid for at the appropriate overtime rates.
- (g) Where a part time employee agrees to work under the same contract of employment at more than one location, the travelling costs between locations shall be met by NAB.

6.5 Flexible part time employment

- (a) The purpose of Flexible Part Time Employment is to enhance ongoing employment and to reduce the reliance on casual employees/agency staff.
- (b) Flexible part time employment will not be used as a substitute for full time employment or regular part-time employment.
- (c) Prior to the engagement of the first Flexible Part Time Employees in a business unit, NAB will meet with the FSU to discuss:

- (i) the scope of the proposal including number of positions being offered; and
 - (ii) the anticipated impact on engagement of casual employees and agency staff.
- (d) A **Flexible Part Time Employee** is an employee who is:
- (i) contracted to work between a minimum of 60 ordinary hours and a maximum of 140 ordinary hours over each 4 week cycle; and
 - (ii) required to work the number of ordinary hours notified by NAB in accordance with sub-clause 6.5(d)(i); and
 - (iii) engaged for a minimum of three consecutive hours on any day on which the employee works. However, a two hour minimum may apply for training purposes.
- (e) NAB shall give a Flexible Part Time Employee at least 7 days notice of the ordinary hours NAB requires the Flexible Part Time Employee to work during a particular 4 week period. The ordinary hours required to be worked shall be no fewer than 60 ordinary hours and no more than 140 ordinary hours over the 4 week period.
- (f) NAB shall consider and take into account a Flexible Part Time Employee's personal circumstances and carer's responsibilities when setting the ordinary hours of work.
- (g) If NAB or a Flexible Part Time Employee needs to change the Flexible Part Time Employee's ordinary hours of work fewer than 7 days before the relevant four week period starts or during the four week period, NAB will discuss the change with the Flexible Part Time Employee. The ordinary hours may only be changed by agreement between NAB and the Flexible Part Time Employee.
- (h) A Flexible Part Time Employee shall raise any concerns with their hours with NAB as soon as possible.
- (i) A Flexible Part Time Employee shall be paid:
- (i) Ordinary Time for contracted hours worked;
 - (ii) Ordinary time for any hours in excess of their rostered hours for a particular four week period, up to and including 140 hours in that four week period;
 - (iii) overtime for each hour worked in excess of 140 hours in a particular four week period.
- (j) A Flexible Part Time Employee is not eligible for RDOs.
- (k) A Flexible Part Time Employee's entitlement to annual leave, long service leave, sick leave and carer's leave shall accrue based on the ordinary hours worked by the Flexible Part Time Employee. For clarity, overtime hours worked by a Flexible Part Time Employee will not be counted for the purposes of accruing these entitlements.
- (l) If a Flexible Part Time Employee is absent on sick leave or carer's leave, the number of hours the Flexible Part Time Employee is rostered to work on the day he or she is absent will be deducted from the Flexible Part Time Employee's sick leave accrual or carer's leave entitlement.
- (m) If a Flexible Part Time Employee is absent on annual leave, the number of hours deducted from the Flexible Part Time Employee's annual leave balance

will be the minimum number of hours the employee is contracted to work over the period of the annual leave.

- (n) The following clauses of this Agreement do not apply to Flexible Part Time Employees:
 - (i) RDOs (clause 23); and
 - (ii) Overtime (sub-clause 27.3).
- (o) No existing employee will be required to become a Flexible Part Time Employee. Where an employee chooses to become a Flexible Part Time Employee, he or she will have the right to revert to permanent part time status with the same number of hours per week as he or she had before becoming a Flexible Part Time Employee by giving 4 weeks' notice.
- (p) Flexible Part Time Employees who work the same hours over six consecutive four week cycles will have the right to request to convert to permanent part time status on the basis of these hours. The request will be considered in the light of future business needs, but agreement will not be unreasonably withheld.
- (q) Flexible Part Time Employees who work more than the minimum ordinary hours they are contracted to work over three consecutive four week cycles will have the right to request to convert their contracted minimum hours to the average number of ordinary hours worked per four week cycle during that period. The request will be considered in the light of future business needs, but agreement will not be unreasonably withheld.

6.6 Change in mode of employment

NAB will consider all requests for a variation in employment status from part time to full time and vice versa, subject to the operational requirements of the business.

6.7 Fixed term employment

A **fixed term employee** is an employee who is employed under a contract for a specific period of time or for a specific task, or under a contract for a maximum term. A fixed term employee is not entitled to any retrenchment payments contained in Section E.

6.8 Casual employment

- (a) A **casual employee** is an employee engaged on a casual basis, paid by the hour, entitled to a minimum payment of three hours work for work performed in any one day or shift.
- (b) The following conditions do not apply to casual employees unless otherwise specified:
 - (i) Notice of termination;
 - (ii) Annual leave;
 - (iii) Organisational Change Provisions;
 - (iv) Retrenchment pay;
 - (v) Carer's leave;
 - (vi) Rostered days off;
 - (vii) Time off in lieu of overtime;
 - (viii) Notice of transfer;
 - (ix) Leave in lieu of travelling time;
 - (x) Transfer/removal expenses and reimbursement;
 - (xi) Transfer expenses – temporary duties – travel allowance;

- (xii) Paid parental leave;
 - (xiii) Long service leave;
 - (xiv) Compensating leave;
 - (xv) Repatriation of employees;
 - (xvi) Travelling expenses and reimbursement;
 - (xvii) Sick leave; and
 - (xviii) Higher duties.
- (c) Subject to providing evidence satisfactory to NAB, a casual employee is entitled to not be available to attend work, or to leave work:
- (i) if they need to care for a member of their immediate family or household who is sick and requires care and support, or who requires care due to an unexpected emergency, or on the birth of a child of the employee; or
 - (ii) upon the death in Australia of an immediate family or household member.
- (d) NAB and the casual employee shall agree on the period for which the employee will be entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend work for up to 48 hours (i.e. 2 days) per occasion. The employee is not entitled to any payment for the period of non-attendance.
- (e) A casual employee is entitled to not be available to attend work or to leave work due to personal illness or injury, subject to the employee providing satisfactory evidence to NAB of the illness or injury when requested, where the request is reasonable. The casual employee should give notice to NAB that they will be unable to attend work as soon as practicable and should advise NAB of the period or expected period they will be unable to work. The employee is not entitled to any payment for the period of non-attendance.
- (f) NAB must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause. NAB's right to engage or not engage a casual employee is otherwise not affected.

7 Date and period of operation

This Agreement commences seven days after the date it is approved by FWC. The nominal expiry date of this Agreement is 3 years after the date of commencement.

B ROLES, REWARD AND RECOGNITION

8. Classification structure and remuneration ranges

8.1 Seven Group Classification Structure

Group	Group Definition	Example of Jobs
Group 7	Accountable for the overall performance of the Division they are leading and shared accountability for performance across the Group.	Group Executive
Group 6	<p>EGM – Translates the strategy of the business into functional effectiveness. Provides overall direction to Business Unit or Divisional Area to ensure development and delivery of objectives and initiatives within parameters set by Board/CEO/Group Exec.</p> <p>GM – Determines and drives the objectives and priorities for a business area or function that is integrated across the enterprise consistent with overall longer term functional or business strategies. Responsible for developing and implementing policies, programs and directives.</p>	Executive General Manager/ General Manager
Group 5	<p>Thinks broadly within defined strategies and policies to meet business needs. Adapts and determines new solutions.</p> <p>These roles have the scope to adapt the budgets, policies and procedures within broadly defined parameters.</p> <p>These roles may deliver and manage the operational requirements or outcomes of a team that is integrated across the Enterprise to agreed metrics/objectives.</p>	Head of/Senior Manager
Group 4	<p>Manages a function or collection of related activities to achieve identified objectives.</p> <p>Employees at this Group would be expected to provide advice for a variety of diverse tasks or problems based on the application of judgment in their area of expertise/responsibility.</p>	Manager/Senior Consultant
Group 3	<p>Positions at this Group require the application of relevant specialist knowledge and experience to understand, influence and advise internal and/or external clients.</p> <p>Functions including the use of discretion/delegation and authority may be carried out within clearly defined policies, principles and specific objectives and may include people leadership roles with leadership accountability for a team, or teams, of employees.</p> <p>Employees are responsible for the delivery of work but accountability may sit at a higher Group.</p>	Lead, Consultant, Senior Analyst
Group 2	Group 2 employees require a more extensive range of skills and knowledge than in Group 1.	Team leader, Analyst, Associate

	Employees are responsible for work which is performed within established routines, methods and procedures and may include supervisory responsibility for a team of employees.	
Group 1	This Group covers all operational roles involving application of standard procedures in administrative, operational and customer service areas. May be required to exercise limited discretion within clearly defined limits and employer established guidelines.	Team Member, Advisor, Officer

8.2 Mobile Bankers are excluded from the classification structure in sub-clause 8.1 and any of the associated provisions relating to remuneration (ie sub-clauses 8.3 – 8.7).

8.3 Job Categories and remuneration ranges - Groups 1 to 4

- (a) A job category or number of job categories will apply in Groups 1 to 4 and a market range will be determined for each category.
- (b) A TEC Reference will be determined by the market rates from a representative sample of jobs within each category and Group.
- (c) The TEC range for Groups 1 and 2 will be between 90% and 110% of the TEC Reference.
- (d) The TEC range for Groups 3 and 4 will be between 80% and 120% of the TEC Reference.
- (e) The TEC ranges apply on appointment and promotion only. In addition, they are a factor for consideration when determining remuneration reviews in accordance with sub-clauses 8.6 and 8.7.
- (f) The TEC range and methodology used to determine the range will be published on the NAB Intranet.
- (g) TEC ranges and job categories will be reviewed on an annual basis and the FSU will be consulted in relation to the review.

8.4 Remuneration on appointment – Groups 1 and 2

- (a) Where an employee is appointed to a role within Group 1 or 2 (including either within Group 1, from Group 1 to Group 2 or within Group 2) the employee will receive at least the minimum of the relevant TEC range or the Group Floor Rate whichever is the greater.
- (b) The factors taken into account in determining the TEC, when an employee is appointed to a Group 1 or 2 role will include:
 - (i) capability and experience;
 - (ii) the relevant TEC range;
 - (iii) relevant internal relativities;
 - (iv) work performance where applicable; and
 - (v) pay equity considerations.

8.5 Remuneration on Appointment – Group 3 and Group 4

- (a) Where an employee is appointed to a role within Group 3 or Group 4 (including whether from Group 2 or Group 3 or within Group 3 or Group 4) the employee will

receive at least the minimum of the relevant TEC range or the Group Floor Rate for Group 3 (if a Group 3 role) whichever is the greater.

- (b) The factors taken into account in determining the TEC, when an employee is appointed to a Group 3 or Group 4 role will include:
- (i) capability and experience;
 - (ii) the relevant TEC range;
 - (iii) relevant internal relativities;
 - (iv) work performance where applicable; and
 - (iv) pay equity considerations.

8.6 Annual Remuneration Review

- (a) Employees in Group 3 and Group 4 will have their remuneration reviewed annually, in accordance with clause 18 of this Agreement.
- (b) The relevant people leader shall advise the employee of:
- (i) their performance outcome; and
 - (ii) any applicable remuneration outcome and how this outcome was determined.
- (c) The following initiatives will apply to support the remuneration review process for Group 3 and 4 employees.
- (i) An employee or people leader may contact Performance and Reward for advice on applicable market rates;
 - (ii) Performance and Reward will provide business units with timely advice and insights on remuneration matters; and
 - (iii) Performance and Reward will provide recommendations to the business unit for remuneration outcomes for employees in Group 3 and 4. These recommendations will consider the following factors:
 - Length of time since last TEC increase
 - Previous TEC increases
 - Position in TEC range
 - Internal relativities
 - Performance
 - Employment status
 - Relevant market considerations
 - Pay equity considerations
 - (iv) Training will be made available to people leaders with Group 3 and 4 employees to support them to have quality conversations regarding remuneration.
- (d) In applying the performance component contained in sub-clause 8.6(c)(iii), individual product targets will not be considered.
- (e) An employee in Group 3 or 4 may request and obtain their remuneration outcome as recommended by Performance and Reward in subclause 8.6(c)(iii).
- (f) Data regarding Group 3 and Group 4 remuneration outcomes will be communicated annually to the FSU, particularly information by role, gender and employment status.

8.7 Remuneration Outcome Reconsideration Process

- (a) A Group 3 or Group 4 employee has the right to have a remuneration review reconsidered by raising a grievance under the dispute resolution procedure at clause 64 of this Agreement. Any request must be in writing and include the reasons why the reconsideration is being requested.
- (b) Where the grievance is not resolved after steps 1 and 2 of the dispute resolution procedure (sub-clauses 64.1(a) and 64.1(b)) have been undertaken, in lieu of steps 3 and 4 of the dispute resolution procedure (sub-clauses 64.1(c) and 64.1(d)), the grievance shall be referred to the EGM, Performance and Reward (or their delegate) who will make a final decision.
- (c) The factors taken into account as part of any reconsideration will include:
 - (i) Length of time since last TEC increase;
 - (ii) Previous TEC increases;
 - (iii) Position in TEC range;
 - (iv) Internal relativities;
 - (v) Performance;
 - (vi) Employment status;
 - (vii) Relevant market considerations;
 - (viii) Pay equity considerations.
- (d) A written decision will be provided to the employee concerned.
- (e) Any review of the decision referred to in sub-clause 8.7(b) above by the Fair Work Commission will be limited to consideration of the process adopted in the reconsideration rather than any performance and remuneration outcomes.
- (f) On appointment, an employee may also utilise clause 8.7 to have their remuneration reconsidered.
- (g) An employee may have representation to assist them in relation to this process.

9. Casual rates

- 9.1 The casual hourly rate will be calculated on the basis of the market rate for the role plus the relevant casual loading of 25% for Group 1 and 2 employees and 27.5% for all other Groups.
- 9.2 The People Leader will determine the appropriate casual rate within the market pay range based on the employee's relevant skills and experience.

10. TEC adjustments

- 10.1 This clause shall not apply to employees in Group 3 and above or Mobile Bankers.
- 10.2 Subject to sub-clauses 10.3 and 10.4, from the first full pay period on or after 1 January 2017, 1 January 2018, and 1 January 2019 all employees in Groups 1 and 2 will receive a TEC increase of 3%.

- 10.3 Any employee in Group 1 or 2 who has a Red Conduct Gate in place at the end of the Performance Year immediately prior to the date of the increase, will not receive the 3% TEC increase in clause 10.2.
- 10.4 Where an employee in Group 1 received at least a 3% increase as a result of the Group 1 TEC Floor increasing in 2016 in accordance with sub-clause 11.2, they shall not receive the increase at 1 January 2017.
- 10.5 The amounts contained in sub-clauses 10.2 and 10.4 above are inclusive of any increase to the Superannuation Guarantee employer contribution rate that may occur during the life of this Agreement.

11. Group Floor Rates

- 11.1 This clause does not apply to Mobile Bankers or any employees pursuant to clause 12.
- 11.2 The Group Floor rate for Group 1 will increase to a TEC of \$51,500 effective from the first full pay period on or after approval of this Agreement. From 1 January 2018 and 1 January 2019 the Group 1 Floor rate will increase by 3%.
- 11.3 The Group Floor rate for Level 2 will increase by 2% from the first full pay period on or after 1 January 2017, 1 January 2018 and 1 January 2019.
- 11.4 The Group Floor Rate for Group 3 will increase by 2% from the first full pay period on or after 1 March 2017, 1 March 2018 and 1 March 2019..
- 11.5 The Group Floor Rates are set out in Appendix D.

12. Remuneration retained on acquisition

- 12.1 Where NAB acquires a business, NAB may continue to apply the remuneration arrangements existing in that business unaffected by the terms of this Agreement but subject to compliance with the Award.
- 12.2 If such a situation arises, NAB will advise the FSU of the details of the remuneration arrangements.

13. Payment of salaries

- 13.1 All employees will be paid weekly or fortnightly at the option of, and on the dates most convenient to NAB, by direct transfer to employees' nominated bank accounts.
- 13.2 Employees commencing employment after the commencement of this Agreement must nominate a NAB bank account to which their salary shall be paid.

14. Deductions

- 14.1 If an employee is overpaid, NAB will notify the employee of the amount of the overpayment in writing.
- 14.2 If the employee's employment has ended or the employee is serving a notice period, the employee authorises NAB to deduct the amount of the overpayment from any

payments due to the employee in relation to the performance of work, including after the employment ends.

- 14.3 If the employee's employment has not ended or the employee is not serving a period of notice, an employee may request to enter into an arrangement for the overpayment to be deducted in instalments. NAB shall not unreasonably refuse such a request. NAB and the employee shall agree on the amount of the instalments to be deducted provided that neither NAB nor the employee will unreasonably withhold their agreement. The employee authorises NAB to deduct the amount of each instalment from the next relevant pay due to the employee in relation to the performance of work until the full amount of the overpayment is repaid to NAB.
- 14.4 If there is a dispute about a deduction, either party may access the dispute resolution procedure at clause 64.
- 14.5 The employee acknowledges that any deductions made in accordance with this clause are principally for the employee's benefit (as it avoids the need for the initiation of legal proceedings to recover the debt owed by the employee).

15. Allowances

NAB will review and appropriately adjust all allowances (excluding the Representative Duties Allowance), according to established methodology. Where that methodology no longer applies, NAB and the FSU, on behalf of employees, will agree a new methodology. The allowances and the rates of the allowances (as at the date of approval of this Agreement) are set out in Appendix C.

16. Higher duties

- 16.1 Where an employee is temporarily asked to relieve in a more senior role whether within the same level or a higher level for at least one day the employee will receive an allowance of 2.5% calculated on the employee's TRP for the period of the relief or the TEC for the job category for the higher duty role, whichever is higher.
- 16.2 A higher role within the same level may be identified based on an increase in the pay range applicable to that role.

17. No reduction

Any employee whose job is changed in part or in total resulting in the job itself being downgraded whilst the employee remains in that job will not receive any reduction in TRP or status.

18. Performance management

18.1 Performance management framework

The performance management framework applying at NAB will:

- (a) have consistent application across and within all business units;
- (b) be non-discriminatory;
- (c) be open and transparent;
- (d) be built on shared responsibility;

- (e) promote the development of employees; and
- (f) establish performance objectives that are fairly and equitably set.

18.2 Performance objectives

Employees will have clearly measurable qualitative and quantitative objectives, as appropriate, that are agreed between the employees and NAB. NAB will explain how these performance objectives:

- (a) relate to organisational strategy;
- (b) are to be set and agreed;
- (c) are to be measured; and
- (d) can be achieved within normal working hours (taking into account any relevant local factors).

18.3 Tools for People Leaders

NAB will develop a simple and integrated set of tools for People Leaders to use in performance conversations and provide education for People Leaders and employees on all aspects of the Performance Management Framework.

18.4 Performance Objectives Dispute

If a matter relating to performance objectives cannot be satisfactorily resolved, the dispute settlement procedure (clause 64) may be used.

18.5 Performance objectives assistance

Employees who have difficulty meeting agreed objectives shall be provided with additional training, coaching and, if appropriate, time management assistance. For those employees with agreed sales objectives, NAB will provide access to regular sales coaching and training.

18.6 Performance objectives adjustment

If an employee demonstrates that the attainment of objectives is adversely impacted by a lack of relief or because the employee has had a significant period of absence during the performance assessment period, then the performance objectives may be adjusted and this will be taken into account in the assessment of the employee's performance.

19. Packaging

Employees will be able to "package" part or all of their TRP in the form of non-salary benefits, subject to what NAB allows to be packaged. These non-salary benefits do not include contributions prescribed by legislation or by an agreement to be paid into an approved superannuation fund by NAB on behalf of an employee.

20. Superannuation

20.1 NAB facilitates a full choice of superannuation funds to employees for their superannuation contributions.

20.2 NAB recognises some of the funds to be considered by employees include:

- (a) MLC Super Fund; and ;
- and

(b) Australian Super (or successor).

- 20.3 Employees options are only limited by the superannuation legislation that defines eligible funds.
- 20.4 NAB commits to ensure that employees have access to independent information and advice on the two named funds.
- 20.5 If an employee does not choose a superannuation fund, the default fund to which his or her superannuation contributions will be made by NAB is the MLC Super Fund (or successor) which is MySuper compliant.
- 20.6 Employer superannuation contributions will remain at 10% of an employee's TRP until surpassed by any increase to the Superannuation Guarantee charge. This above percentage figure is prior to administration and insurance fees being deducted by the chosen Fund.

C WORKPLACE FLEXIBILITY

21. Hours of work

- 21.1 This clause only applies to employees in Group 1 or 2 roles.
- 21.2 Subject to sub-clause 21.3, the standard number of ordinary hours of work for full time employees is 152 hours over a 4 week cycle. This may be worked on the basis of 38 hours per week or an average of 38 hours per week (ie with an RDO as provided by clause 23) at the employee's election and the agreement of the business. Where an employee has elected or accepted on appointment (provided that working without an RDO is not a condition for determining appointment) to work 38 hours per week (without an RDO) they may not elect to work an average of 38 hours per week (ie with an RDO) until a period of 3 months has elapsed.
- 21.3 Where, at the commencement of this Agreement, a business unit or part of a business unit arranges a work pattern of 152 hours per 4 week cycle with or without an RDO, that pattern shall continue until the People Leader and the employees genuinely agree in writing on a revised pattern that may apply to them.
- 21.4 Subject to sub-clause 21.5 the ordinary hours will be worked on a maximum of 5 consecutive days, with at least 2 days off in every 7 days. Weekend work will be voluntary.
- 21.5 An employee may agree to work:
- (a) no more than 10 hours on any 1 day;
 - (b) more than 5 consecutive days in any work cycle of 7 days.
- 21.6 The span of ordinary hours will be from 7am to 9pm on each day of the week, including Saturdays and Sundays.
- 21.7 An employee and NAB may agree to extend the span of ordinary hours by one hour at each end of the span. The span of hours may be varied by agreement between NAB and the majority of employees in a particular workplace. For clarity, the process in clause 28 continues to apply for changes to an employee's hours of work.

21.8 Casual employees

- (a) NAB and the FSU agree that the engagement of casual employees may occur on an as needs basis to meet unforeseen circumstances, peaks in workloads or the provision of relief (as in sub-clause 31.6), subject to sub-clause 6.5 Flexible Part Time employment.
- (b) The minimum engagement for a casual employee shall be 3 hours.

22. Premium rates

- 22.1 This clause only applies to employees in Group 1 and 2 roles.
- 22.2 Where an employee works more than 5 days in a 7 day period the employee will be paid a premium of double time for time worked in excess of ordinary hours and a four hour minimum payment will be made in each instance, unless the employee has agreed to work more than 5 days in a 7 day work cycle in accordance with sub-clause 21.5.

22.3 Premium payments are set out in this table:

Reason for premium payment	Premium rate (% of Ordinary Time)
Work performed on a Saturday between the hours of 8.00 a.m. and 6.00 p.m.	50
Work performed on a Saturday before 8.00 a.m. and after 6.00 p.m.	100
Work completed on a Sunday or public holiday	100
Work performed on more than five days in a seven day period with minimum payment for 4 hours	100

22.4 In circumstances where an employee is performing overtime during a period of time which also attracts a premium rate payment, the greater of the applicable overtime rate and the premium rate will be paid.

22.5 The gross TRP for calculating premium rates shall not exceed \$68,594. This amount shall be adjusted at the same time as the allowances pursuant to clause 15 and according to a methodology agreed between NAB and the FSU.

23. Rostered days off (RDOs)

23.1 This clause does not apply to part time or casual employees or employees in Group 3 and above. This clause does not apply where an RDO is not worked as per sub-clause 21.3 or to employees who have elected to work a 38 hour week without an RDO.

23.2 Subject to sub-clause 21.2 full time employees will be entitled to take one RDO during the course of each 4 week cycle.

23.3 RDOs will accrue by the credit of 24 minutes of each day worked and will become due after the accumulation of 7 hours 36 minutes per 4 week cycle.

23.4 RDOs will be taken as determined by NAB and, where possible, on a regular basis.

23.5 In order to meet operational requirements of NAB and/or special circumstances applicable to the employee, RDOs may also be taken by agreement as follows:

- (a) deferred until the next 4 week cycle;
- (b) taken as two half day absences within the 4 week cycle in which the RDO accrued;
- (c) forfeited and receive payment in lieu at Ordinary Time; or
- (d) at remote locations listed in clause 10 of Appendix C of this Agreement., they may accumulate to a maximum of five days, and in each such case the accumulated days may be taken together or added to annual leave at the employee's discretion.

23.6 Where an employee has a day off work on a day they would ordinarily have been required to work which is due to one of the following events, they will be regarded as having worked that day:

- (a) a public holiday; or
- (b) a day of absence on compensating leave; or
- (c) jury service; or
- (d) leave in lieu of travelling time.

- 23.7 An employee will lose their entitlement to an RDO on each occasion where they have accumulated absences from work to a total of 20 working days, except where absences have been due to the events listed in sub-clause 23.6.
- 23.8 When an employee joins NAB during a 4 week cycle, the employee will not qualify for an RDO during that cycle but, instead, they will receive a credit for each day worked during that cycle. It is against these accrued credits that subsequent absences from work as prescribed in sub-clause 23.6 will be deducted. Alternatively, NAB, at its discretion, may pay the employee an amount that is equivalent to 24 minutes salary for each day they have worked during such 4 week cycle.
- 23.9 When an employee ceases employment with NAB for any reason, a cash equivalent will be paid to such employee, or their legal representative in the case of death, for any RDO or accrued credits of 24 minutes for each day worked which are due.
- 23.10 When an employee ceases employment and has taken an RDO that would not otherwise have fully accrued, the employee authorises NAB to deduct from his or her final salary an amount that is equivalent to 24 minutes salary for each day of such accumulated absences.
- 23.11 When an employee ceases employment and has taken an RDO relevant to the current four week cycle and the entitlement has not fully accrued, the employee authorises NAB to deduct from his or her final salary an amount which is equivalent to 24 minutes salary for each day not employed or worked during such final cycle.

24. RDO management

- 24.1 This clause does not apply to part time or casual employees or employees in Group 3 and above. This clause does not apply where an RDO is not worked as per sub-clause 21.3 or to employees who have elected to work a 38 hour week without an RDO.
- 24.2 After two months service in a role, an employee may request in writing to cash out their RDOs at Ordinary Time and NAB may agree. Provided that, if an employee has already opted to cash out their RDOs in their previous role, they may choose to continue with that agreement.
- 24.3 Any agreement will be limited to a maximum of RDO entitlements covering 12 months in each year of this Agreement.
- 24.4 Any agreement will be reviewed on an annual basis.
- 24.5 NAB will not engage employees on a part time basis in order to avoid the entitlement of a full time employee to RDOs.

25. Shift work

- 25.1 This clause only applies to Group 1 and 2 employees who perform shift work.
- 25.2 The ordinary hours of work for employees required to perform shift work will not exceed eight hours per shift or 152 hours in each four week cycle. However, agreement may be reached with an employee or a majority of employees in a workplace to work more than:
- (a) 8 ordinary hours per shift; or
 - (b) 19 shifts in each 4 week cycle.
- 25.3 All employees will work shifts when so required, however NAB will, so far as reasonably practical, exempt employees unwilling to undertake shift work.
- 25.4 Subject to any agreement reached under sub-clause 21.7:

- (a) a shift is defined as any rostered period of work commencing before 7.00am and finishing after 9.00pm;
- (b) **Morning Shift** means a shift rostered to commence after 4.00am and before 7.00am;
- (c) **Afternoon Shift** means a shift rostered to commence before 6.00pm and finish after 9.00pm;
- (d) **Night Shift** means a shift rostered to commence at or after 6.00pm and finish after 9.00pm.

25.5 For the purpose of recording hours worked in a work cycle, when a night shift is rostered to commence at or after 9pm the whole of that shift (and overtime if applicable) will be regarded as occurring on the day following that on which the shift is rostered to commence.

25.6 Shift loading

- (a) An employee will be paid the following loading for performing shift work, provided that the maximum TRP on which the shift loading is calculated will be \$68,594. This amount shall be adjusted at the same time as the allowances pursuant to clause 15 and according to a methodology agreed between NAB and the FSU.
- (b) The rate of the shift loading is:

Shift	Rate of loading (% of Ordinary Time)
Morning	12.5
Afternoon	15.0
Night - commencing before 8.00 p.m.	20.0
Night - commencing at or after 8.00 p.m.	27.5

- (c) The shift loading will not be payable in any case where the shift worker is entitled to receive the extra rates prescribed with respect to Saturday, Sunday and public holiday work, work on an RDO or overtime.

25.7 Daylight saving

- (a) In any area where daylight savings is in force by reason of legislation, the length of any shift:
 - (i) commencing before the time prescribed by the relevant legislation for the commencement of daylight savings;
 - (ii) commencing on or before the time prescribed by such legislation for the termination of daylight savings,

will be deemed to be the actual number of hours worked by the employee, taking into account the change in time necessitated by the commencement or termination of daylight savings.

- (b) The expressions **standard time** and **summer time** will bear the same meanings as are prescribed by the relevant state legislation.

25.8 Work on rostered day off

- (a) A full time shift worker who is required to work on their RDO will be paid Double Time for all time worked with a minimum payment for four hours.
- (b) Provided that such payment will not apply where:
 - (i) the RDO is rescheduled by agreement to be taken in a subsequent cycle or such work is continuous with the commencement or completion of the employee's ordinary shift;
 - (ii) the shift worker who voluntarily works on a RDO as a result of an arrangement made between that shift worker and another employee. (No such arrangement may be made without the consent of NAB.)

25.9 Premium rates - shift work

- (a) An employee engaged on shift work will be paid a premium rate of Double Time where the major portion of the shift falls on a:
 - (i) Saturday, Sunday, public holiday; or
 - (ii) RDOs (part time and casual employees excluded).
- (b) Where an employee is performing overtime during a period of time which attracts a premium rate payment, the greater of the applicable overtime rate and the premium rate applies.
- (c) Where an employee is performing overtime on a Saturday, Sunday, public holiday or RDO, the premium rate will apply instead of the overtime rate.

25.10 Meal break - shift work

An employee performing shift work will not be required to work more than five hours without an unpaid meal break to be taken at a time determined by NAB. Such meal break will be not less than 30 minutes unless the employee would normally cease duty within such period of 30 minutes.

25.11 Transfer to shift work

- (a) NAB will provide at least two weeks' notice of transfer to shift work to an employee unless the transfer is due to an emergency or the absence of another employee.
- (b) At least one week's notice of transfer from one pattern of shift work to another pattern of shift work will be given to an employee unless the transfer is due to an emergency or the absence of another employee.

25.12 Make-up time – shift workers

An employee on shift work may elect, with the consent of the NAB, to work "make-up time" under which the employee takes time off during ordinary hours and works those hours at a later time, at the shift work rate which would have been applicable to the hours taken off.

25.13 Transport of employees

- (a) When an employee engaged on shift work starts or finishes at a time when the usual or reasonable means of travel are not available, NAB will reimburse the

employee for travel to or from the employee's home or accommodation. Reasonable means of travel will include consideration of personal security.

- (b) Alternatively, the employee may, with the consent of NAB, use their own car and be reimbursed in terms of the mileage allowance contained in this Agreement.

25.14 Rest period for shift work

- (a) Shift work employees may voluntarily swap their rostered shifts provided the swap is requested in writing and approved in writing by NAB.
- (b) In such circumstances, an employee will be entitled to no less than 7 consecutive hours off duty. In the event that an employee works so much overtime at the end of the first shift that they are unable, by reason of such overtime worked, to have seven consecutive hours off duty, they will not be entitled to any period off duty or to any penalty under this clause.

26. Breaks

26.1 Meal breaks

- (a) An employee (other than a casual employee) will not be required or permitted to work for longer than five hours without an unpaid meal break of at least 45 minutes.
- (b) An employee (other than a casual employee) may elect to reduce their meal break to 30 minutes with the approval of their people leader.
- (c) Unpaid meal breaks may be reduced to 30 minutes in the case of an emergency or on Saturdays and Sundays.
- (d) Where a casual employee works for at least five hours on one day the employee shall be entitled to an unpaid meal break of at least 30 minutes.
- (e) The timing of meal breaks will be determined by NAB based on business needs. NAB will not unreasonably refuse a request to change the timing of a meal break.

26.2 Rest period

- (a) This sub-clause shall not apply to employees in Group 3 and above or an employee required or recalled to work to perform Stand-by/call back or Special duties.
- (b) Subject to **sub-clause 25.14**, an employee will be entitled to no less than ten consecutive hours off duty between finishing their ordinary work day, or shift, and the commencement of their ordinary work on the next day or shift.
- (c) If, on the instructions of NAB, an employee entitled to a ten hour break in accordance with this sub-clause is required to resume or continue work without having had ten consecutive hours off duty, they will be paid at double time until they are released from duty for such period. They will then be entitled to be absent until they have had ten consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

27. Overtime

- 27.1 Only employees in Group 1 and 2 roles are eligible to be paid for overtime.
- 27.2 The gross TRP for calculating overtime shall not exceed \$68,594. This amount shall be adjusted at the same time as the allowances pursuant to clause 15 and according to a methodology agreed between NAB and the FSU.
- 27.3 Overtime is paid where work is performed that is additional to the employee's ordinary hours of work and which is authorised by the employee's People Leader.
- 27.4 Subject to below, employees may be required to work reasonable overtime as required by NAB. Overtime must be authorised before it is worked.
- 27.5 An employee may refuse to work overtime in circumstances where the working of such overtime would result in the employee working hours which are unreasonable having regard to:
- (a) any risk to employee health and safety from working the overtime;
 - (b) the employee's personal circumstances, including family responsibilities;
 - (c) the needs of the workplace or enterprise in which the employee is employed;
 - (d) the payment, if any, the employee is entitled to receive for working the overtime;
 - (e) the notice given by NAB of any request or requirement to work the overtime and the notice given by the employee of his or her intention to refuse to work the overtime; and
 - (f) the usual patterns of work where the employee works;
 - (g) the nature of the employee's role, and the employee's level of responsibility;
 - (h) any other relevant matter.
- 27.6 In the Branch network, the Branch Manager will have the authority to approve up to one hour's overtime per day per employee where the overtime is required to be worked because the work cannot be performed within ordinary hours or deferred. NAB will ensure the process for authorising overtime be simple and prompt to ensure it is paid, where appropriate, and to facilitate the accurate recording of overtime and monitoring of workloads, in accordance with sub-clause 31.4.
- 27.7 Employees must be paid the following loadings for overtime, calculated as follows on a daily basis:

Day	Period worked	Loading
Weekdays	First 3 hours	50%
	Each additional hour after first 3 hours	100%
Weekends	Each hour	100%
Public Holidays or RDO	Each hour	100%

- 27.8 Regular or continuous overtime being worked will lead to an assessment of the need for additional employees or a need to change the amount of work undertaken.
- 27.9 People Leaders will identify the amount of overtime necessary in their workplaces, and rectify situations where overtime is continuous and sustained.

27.10 Time off in lieu of payment for overtime

- (a) An employee may elect, with the approval of their People Leader, to take time off in lieu of payment for overtime at a time or times agreed with their People Leader i.e. hour for each hour worked.

- (b) Where time off in lieu of payment is not taken within four weeks of the accrual, the employee may elect to be paid for the overtime instead.

27.11 Make-up time

An employee may elect, with the consent of their People Leader, to work make-up time under which the employee takes time off during ordinary hours and works those hours at a later time during the spread of ordinary hours.

28. Changes to hours of work

- 28.1 Where NAB determines that the hours of work need to be varied in order to meet the business needs of the workplace, affected employees will be advised of the proposed requirements in writing and the reasons for the proposed change.
- 28.2 Where there is a business imperative to change an employee's/employees' hours of work, both the People Leader and the employee(s) will participate in the process of seeking to match their respective business and personal needs.
- 28.3 If an employee, for personal reasons, seeks a change of hours, the People Leader and the employee(s) will participate in the process of seeking to match their respective business needs and personal needs.
- 28.4 In pursuing a resolution to accommodate both the needs of the business and an employee's requirements, the following principles must be applied:
 - (a) it will be open to both an employee(s) and their People Leader to consider a variety of options that meet the business needs and the personal needs of the employee(s);
 - (b) as a first option NAB will seek volunteers to meet the required change of hours;
 - (c) an employee(s) and their People Leader will seek Genuine Agreement to new working arrangements which will not be unreasonably refused.
- 28.5 Where a matter is unable to be resolved through this process, the People Leader will nominate the changes to take place taking into account the personal needs of the impacted employee(s).
- 28.6 Where a party is dissatisfied with the decision, the matter will be dealt with in accordance with the dispute resolution procedure at clause 64.

29. Process for reduction in hours

- 29.1 An employee's hours of work cannot be reduced without the employee's agreement.
- 29.2 However, where the efficient staffing of a business unit means a reduction in the hours of an employee or group of employees is appropriate, the following processes and guidelines will be applied.
- 29.3 The People Leader will notify the affected employee(s) in writing of:
 - (a) the nature and details of the proposed change;
 - (b) the reasons for the proposed change.
- 29.4 People Leaders will genuinely consult with employees regarding any proposal to reduce hours. Employees may seek the assistance of the FSU at any stage.
- 29.5 A range of options may be considered (but not limited) to:

- (a) changes to the mode of employment from full time to part time or vice versa;
- (b) changes to the hours of work;
- (c) changes in the mix of full time and part time employees;
- (d) retention of current hours.

29.6 Where a business unit has identified a need to reduce hours across workplaces, consultation will occur in accordance with clause 53.

30. Public holiday staffing

30.1 Where a business unit or team requires employees to work on a public holiday, the following process shall apply:

- (a) the appropriate People Leader shall request volunteers to work on the public holiday;
- (b) where there are insufficient volunteers, the People Leader will select employees to work on the public holiday;
- (c) in selecting employees, the People Leader will first select those employees who have not been rostered on previous public holiday/s;
- (d) an employee working in a business unit or team requiring public holiday staffing may refuse the request to work on a public holiday if the request is not reasonable or the refusal of the request is reasonable.

30.2 In determining whether a request, or a refusal of a request, to work on a public holiday is reasonable, the following must be taken into account:

- (a) the nature of the workplace or enterprise (including its operational requirements), and the nature of work performed by the employee;
- (b) the employee's personal circumstances, including family responsibilities;
- (c) whether the employee could reasonably expect that NAB might request work on the public holiday;
- (d) whether the employee is entitled to receive overtime payments, penalty rates or other compensation for, or a level of remuneration that reflects the expectation of, work on the public holiday;
- (e) the type of employment of the employee (for example, whether full time, part time, casual or shiftwork);
- (f) the amount of notice in advance of the public holiday given by NAB when making the request;
- (g) in relation to the refusal of a request – the amount of notice in advance of the public holiday given by the employee when refusing the request;
- (h) any other relevant matter.

31. Workloads and relief

31.1 NAB agrees that workloads should be capable of being completed in ordinary working hours.

31.2 When determining staffing for a workplace, NAB will take into account all relevant local factors including, but not limited to, employee experience, market demographics, business opportunities, appropriate training and obligations under this Agreement.

- 31.3 There will be training provided to relevant employees in the application of this clause.
- 31.4 NAB acknowledges that overtime required to be worked in accordance with clause 27 of this Agreement should be accurately recorded and paid or time off in lieu provided in accordance with this Agreement.
- 31.5 NAB will only reduce existing staff levels in a particular workplace following a reduction in workloads in a particular workplace which may occur as a result of restructuring, re-engineering or the introduction of a new process or technology. Any reduction in staffing levels will not result in increased workloads for remaining employees such that employees are unable to perform their duties in ordinary working hours.
- 31.6 NAB will take all reasonable steps to:
- (a) fill vacant positions promptly and consistently with business needs;
 - (b) address any significant impact on employees and customers caused by employees' absences (including carer's leave, sick leave, annual leave, long service leave, RDOs and periods of training). These steps may include:
 - (i) provision of relief staff;
 - (ii) engagement of casual employees;
 - (iii) changes to rosters;
 - (iv) agreed variations to part time hours for specified periods;
 - (v) deferral of work;
 - (vi) appropriate scheduling of RDOs;
 - (vii) the performance of approved overtime; and
 - (viii) use of flexible part time employment.
- 31.7 Where relief staff are provided, they will be adequately trained to perform their duties. In circumstances where coverage of absences is not possible, for example due to the lack of casual employees for remote locations, NAB will take all reasonable steps to relieve any immediate pressures on employees.
- 31.8 NAB shall ensure training is provided for entry level recruits to enable those employees effectively to carry out their work. It is recognised that in some circumstances it is more appropriate for on-the-job training to occur. NAB will endeavour to ensure training is provided as soon as reasonably practicable.
- 31.9 Consistent with the requirements under clause 53, NAB will advise the FSU of any significant programs or initiatives that will impact staffing levels.

32. Job sharing

- 32.1 Job sharing is where all the duties of a position are shared by more than one part time employee.
- 32.2 NAB encourages job sharing as part of its commitment to facilitating work-life balance.
- 32.3 Job sharing may be introduced if:
- (a) the employees and the relevant People Leader agree, and
 - (b) the needs of clients, employees and NAB can be met.
- 32.4 Requests for job sharing will be given reasonable consideration and where the request is declined the outcome will be provided in writing including the reasons the request cannot be met.
- 32.5 A job sharer will be a part time employee and be entitled to all part time conditions.

- 32.6 In the case of a short-term absence of more than two days, the remaining job sharer may volunteer to relieve, and shall be entitled to be paid at ordinary time for the period of relief. If the job sharer is directed to relieve, that employee shall be entitled to overtime payments.
- 32.7 Before a job sharing arrangement can begin, the employees involved and the relevant People Leader must decide on and set down in writing:
- (a) a reasonable sharing of the different tasks;
 - (b) procedures for transferring knowledge and information between the employees to allow them to perform the role effectively;
 - (c) hours of work and any arrangements relating to leave and relief; and
 - (d) what will happen when the job sharing arrangement is dissolved or varied (eg. if one employee resigns or ceases to be available certain days).

33. Off site work

- 33.1 An employee and their People Leader may agree to off site work where the needs of clients, the employee and NAB can be met.
- 33.2 Where off site work is to be a regular occurrence, the NAB Off-Site Work guidance material on the NAB intranet is to be used to ensure the employee's off-site work setting is to the required NAB standards including Work Health Safety considerations.
- 33.3 Specific arrangements for off site work may vary to meet different circumstances and may not be limited to the area in which the business unit is located. The NAB Off-Site Work guidance material on the NAB intranet is to be used to ensure an employee's off-site work setting is to the required NAB standards.
- 33.4 NAB will meet any reasonable costs associated with off site work.
- 33.5 The People Leader shall have sole discretion in determining which positions and/or aspects of work are suitable for off site work.
- 33.6 Variations to an ongoing off-site work arrangement must be by mutual agreement.
- 33.7 Termination of the off-site arrangement must be sought by either NAB or the employee. The employee in this circumstance would be, if practicable, re-assigned to the conventional workplace. To facilitate the smooth transition from off-site work, either party should give at least two weeks notice. More notice, of up to a month, may be required in various circumstances such as making new child-care arrangements, or relocating technology to the conventional work site.

34. Lifestyle leave

- 34.1 An employee may agree with NAB to take a period of unpaid leave in addition to their normal 4 weeks annual leave in a year.
- 34.2 Where agreement is reached, the employee's TEC and other entitlements shall be appropriately adjusted, in accordance with the amount of additional leave agreed. The adjusted TEC will be paid (averaged) over the 52 weeks. Agreement shall not occur unless the timing of the extra leave has been approved by NAB in writing.
- 34.3 An employee may opt out of a salary averaging arrangement should the employee's personal circumstances change during the year.

- 34.4 The employee's continued participation in the salary averaging program will be annually reviewed and agreed by the People Leader and the employee.
- 34.5 Where an employee changes business units during the calendar year, they will need to reach agreement again about their ongoing salary averaging arrangements. The People Leader will not unreasonably withhold agreement.

35. Transition to retirement

- 35.1 Employees who have indicated their intention to retire from NAB may consider participating in a retirement transition arrangement. NAB will not unreasonably refuse any reasonable request by an employee where the proposed arrangement will assist the employee to transition to retirement.
- 35.2 NAB recognises there are a number of flexible working practices contained in this Agreement which may assist an employee's transition to retirement. These include:
- (a) reduction of working hours, ie part time employment;
 - (b) job sharing;
 - (c) off site work.
- 35.3 In addition, an employee who wishes to transition to retirement may, with his or her People Leader's approval:
- (a) use accrued Bank Extended Leave (**BEL**) or Long Service Leave (**LSL**) for the purpose of reducing their working week but retaining their previous employment status; or
 - (b) be appointed to a role which is lower in status or pay (post-transition role), but retain the TRP from their pre-transition role for the purpose of calculating LSL and BEL entitlements where applicable. However, if the employee's TRP in the post-transition role over time exceeds the TRP of the pre-transition role, the higher TRP shall be used to calculate such entitlements.

D LEAVE AND OTHER ARRANGEMENTS

36. Pre-natal leave

- 36.1 An employee who presents a medical certificate from a registered medical practitioner stating that she is pregnant will have access to paid leave for hours up to her weekly ordinary hours of work per pregnancy for pre-natal medical appointments.
- 36.2 On presentation of a medical certificate from a registered medical practitioner stating that their partner is pregnant, an employee will be eligible to access paid leave totaling eight hours per pregnancy.
- 36.3 Employees should have the ability to leave work and return on the same day.
- 36.4 Each absence must be covered by a medical certificate, submitted by the employee to their People Leader.
- 36.5 Equivalent leave arrangements will be available to employees involved in adoption. The routine required appointments may be with the Placement Agency or with medical practitioner/s.

37. Parental leave

37.1 Primary carer's leave - eligibility

- (a) All employees (excluding casual employees subject to sub-clause 37.1(b) and (c)) are eligible for primary carers leave.
- (b) In addition, primary carer's leave is available to eligible casual employees.
- (c) An eligible casual employee means a casual employee:
- (i) employed by NAB on a regular and systematic basis for several periods of employment or on a regular and systematic basis for an ongoing period of employment during a period of at least 12 months prior to the date of birth or expected date of birth; and
 - (ii) who has, but for the birth or expected birth of the child, the placement or the expected placement of the child or the taking of a period of primary carer's leave, a reasonable expectation of ongoing employment.
- (d) NAB must not fail to re-engage a casual employee because:
- (i) the employee or employee's partner is pregnant; or
 - (ii) the employee is or has been immediately absent on parental leave.
- (e) The rights of NAB in relation to engagement and re-engagement of casual employees are not affected, other than in accordance with this clause.
- (f) For an eligible casual employee, primary carer's leave is unpaid leave for a period of up to 12 months.

37.2 Primary carer's leave

- (a) Subject to sub-clause 37.1(f) primary carer's leave is leave for a period of up to 24 months, of which up to 12 weeks is paid, with the balance unpaid.
- (b) To qualify for 12 weeks paid primary carers leave you must have at least 12 months continuous service.

- (c) If the primary carer is the non-birth parent and that employee has already taken two weeks paid secondary carers leave in relation to the birth, the maximum paid component available as primary carers leave is 10 weeks.
- (d) Eligible casual employees are not entitled to the 12 week paid leave component.
- (e) A primary carer is either the mother who gives birth and then provides primary care to the child or a parent who is the primary care giver for the child on its birth, adoption or within the first 12 months of the birth or adoption of the child. However, for non-birth parents to be eligible for the paid component of primary carer's leave the reason they are becoming the primary carer must be due to the work commitments of their partner. NAB may exercise its discretion and approve paid primary carer's leave to the non-birth parent where their partner's vocational study commitments or other personal circumstances result in the non-birth parent becoming the primary carer during usual business hours. In exercising its discretion NAB will not act unreasonably.
- (f) Primary carer's leave is available to only one primary care giver at a time. The total period of primary carer's leave available to a couple is 24 months.
- (g) An employee taking primary carer's leave must take the leave in a single continuous period.

37.3 Payment for primary carer's leave

- (a) An employee may elect to receive payment for this leave as:
 - (i) a lump sum of 12 weeks pay in advance at the commencement of the primary carer leave;
 - (ii) continuation of their normal fortnightly pay for the first 12 weeks of their primary carer leave; or
 - (iii) fortnightly pay at 50% of normal pay for the first 24 weeks of their primary carer's leave.
- (b) An employee may, in lieu of or in conjunction with primary carers leave, access any annual leave or long service leave entitlements which they have accrued subject to the total amount not exceeding 24 months.

37.4 Notice and evidence requirements – primary carers leave

- (a) An employee must provide notice and submit the required evidence to NAB in advance of the taking of primary carer's leave.
- (b) For birth parents, the notice and evidence requirements are:
 - (i) at least 10 weeks' notice of the expected date of birth (included in a certificate from a registered medical practitioner stating that the employee is pregnant) or the expected date of placement (by way of adoption or surrogacy); and
 - (ii) at least 4 weeks' notice of the date on which the employee proposes to commence primary carer's leave and the period of leave to be taken.
- (c) For non-birth parents, 10 weeks' notice of the proposed start and end dates of the primary carers leave, which is to be included in a Statutory Declaration along with confirmation the employee will be the primary care giver for their child in accordance with sub-clause 37.2(e) if seeking to access paid primary carer's leave.

- (d) An employee will not be in breach of this clause if it is not practicable for the employee to give the stipulated notice.
- (e) Unless otherwise agreed between NAB and the employee, an employee who is pregnant may commence parental leave at any time within six weeks immediately prior to the expected date of birth.
- (f) Where an employee who is pregnant continues to work within the six week period immediately prior to the expected date of birth NAB may require the employee to provide a medical certificate stating the employee is fit to perform their normal duties.

37.5 Special parental leave

- (a) Where the pregnancy of an employee not then on primary carer's leave terminates after 20 weeks other than by the birth of a living child, then the employee may take up to 12 weeks paid parental leave and unpaid special parental leave of such periods as a registered medical practitioner certifies as necessary.
- (b) Subject to sub-clause 37.5(a) where the pregnancy of an employee not then on primary carer's leave terminates within 28 weeks of the expected date of birth, other than by the birth of a living child, then the employee may take unpaid special parental leave of such periods as a registered medical practitioner certifies as necessary
- (c) Where an employee is suffering from an illness not related to the direct consequences of pregnancy, an employee may take any paid sick leave to which she is entitled in lieu of, or in addition to, special parental leave.
- (d) Where an employee not then on primary carer's leave suffers illness related to her pregnancy, she may take any paid sick leave to which she is then entitled and such further unpaid special parental leave as a registered medical practitioner certifies as necessary before her return to work.
- (e) An eligible casual employee is not entitled to the 12 weeks paid parental leave provided in sub-clause 37.5(a).

37.6 Secondary carer's leave

- (a) All employees (excluding casual employees subject to sub-clause 37.6(i)) are eligible for secondary carers leave.
- (b) An eligible employee (excluding casual employees, subject to sub-clause 37.6(i)) is entitled to up to 2 weeks paid secondary carer's leave and up to 6 weeks unpaid secondary carer's leave.
- (c) To be eligible for the 2 weeks paid secondary carers leave an employee (excluding a casual employee) must have at least 12 months continuous service.
- (d) An employee will provide NAB, at least 10 weeks' notice prior to the first proposed period of secondary carer's leave,
 - (i) a certificate from a registered medical practitioner which names the employee's partner, states the employee's partner is pregnant and the expected date of birth, or in the case of adoption or surrogacy, the date on which the birth took place; and

- (ii) written notification of the dates on which the employee proposes to start and finish the period of secondary carer's leave.
- (e) An employee will not be in breach of sub-clause 37.6(d) if the failure to give the required period of notice is because of the birth occurring earlier than expected, the death of the mother of the child or other compelling circumstances.
- (f) Secondary carers leave may be taken at any time within the first 12 months of the birth of the child and is not required to be taken in one continuous block.
- (g) Any subsequent periods of secondary carers leave will require 4 weeks' notice.
- (h) An employee may, in lieu of or in conjunction with secondary carers leave, access any annual leave or long service leave entitlements which they have accrued.
- (i) An eligible casual employee, as defined at sub-clause 37.1(c) is entitled to take up to 8 weeks unpaid secondary carer's leave,

37.7 Adoption leave

- (a) In the case of adoption an employee as primary carer may take:
 - (i) one unbroken period of 3 weeks at the time of the placement and a further unbroken period at a later time up to a total period, including the initial 3 weeks, of 24 months; or
 - (ii) one unbroken period of 24 months at any time from the date of placement.
- (b) In the case of adoption, an employee may take secondary carer's leave in accordance with sub-clause 37.6(b).
- (c) Subject to the above, an employee will notify NAB, at least ten weeks in advance, of the date of commencement of adoption leave and the period of leave to be taken. An employee may commence adoption leave prior to providing such notice, where through circumstances beyond the control of the employee, the adoption of a child takes place earlier.
- (d) Before commencing adoption leave an employee will provide NAB with a statutory declaration stating:
 - (i) the day of placement or the expected day of placement of the child; and
 - (ii) the child is, or will be, under 16 as at the day of placement, or the expected day of placement, of the child.
- (e) NAB may require an employee to provide confirmation from the appropriate government authority of the placement.
- (f) Where the placement of a child for adoption with an employee does not proceed or continue, the employee will notify NAB immediately and NAB will nominate a time not exceeding 4 weeks from receipt of notification for the employee's return to work.
- (g) An employee will not be in breach of this clause as a consequence of failing to give the stipulated periods of notice if such failure results from a requirement

of an adoption agency to accept earlier or later placement of a child, the death of a spouse, or other compelling circumstances.

37.8 Variation of period of parental leave

- (a) Where an employee takes primary carer's leave, unless otherwise agreed between NAB and the employee, an employee may apply to NAB to change the period of parental leave on one occasion. Any such change requires at least 4 weeks' notice prior to the commencement of the changed arrangements. Nothing in this clause shall detract from any entitlement set out in sub-clause 37.2.

37.9 Right to request

- (a) An employee who is entitled to parental leave may request NAB to allow the employee to return from a period of parental leave on a part-time basis until the child reaches school age to assist the employee in reconciling work and parental responsibilities.
- (b) NAB shall consider the request having regard to the employee's circumstances and, provided the request is genuinely based on the employee's parental responsibilities, may only refuse the request on reasonable business grounds.
- (c) The employee's request and NAB's decision must be recorded in writing. NAB's written response to the request must be given as soon as practicable and not later than 21 days after the request is made.
- (d) Where an employee wishes to make such a request, the request must be made as soon as possible but no less than seven weeks prior to the date upon which the employee is due to return to work from parental leave.

37.10 Transfer to a safe job

- (a) Subclause 37.10 applies to a pregnant employee if she provides medical evidence that would satisfy a reasonable person that she is fit for work, but that it is inadvisable for her to continue in her present position during a stated period (the risk period) because of:
 - (i) illness, or risks arising out of her pregnancy; or
 - (ii) hazards connected with that position.
- (b) If there is an appropriate safe job available, then the employer must transfer the employee to that job for the risk period, with no other change to the employee's terms and conditions of employment.
- (c) An appropriate safe job is a safe job that has:
 - (i) the same ordinary hours of work as the employee's present position; or
 - (ii) a different number of ordinary hours agreed to by the employee.
- (d) If the employee is transferred to an appropriate safe job for the risk period, the employer must pay the employee for the safe job at the employee's full rate of pay (for the position she was in before the transfer) for the hours that she works in the risk period.
- (e) If the employee's pregnancy ends before the end of the risk period, the risk period ends when the pregnancy ends.

37.11 Paid no safe job leave

- (a) If:
 - (i) Sub-clause 37.10 applies to a pregnant employee but there is no appropriate safe job available; and
 - (ii) the employee is entitled to primary carers leave; and
 - (iii) the employee has complied with the notice and evidence requirements of sub-clause 37.4 for taking primary carers leave;then the employee is entitled to paid no safe job leave for the risk period.
- (b) If the employee takes paid no safe job leave for the risk period, NAB will pay the employee's usual TRP for the employee's ordinary hours of work in the risk period.
- (c) If an employee is on paid no safe job leave during the 6 week period before the expected date of birth of the child, the employer may ask the employee to give the employer a medical certificate stating whether the employee is fit for work.
- (d) The employer may require the employee to take a period of unpaid parental leave (the period of leave) as soon as practicable if:
 - (i) the employee does not give the employer the requested certificate within 7 days after the request; or
 - (ii) within 7 days after the request, the employee gives the employer a certificate stating that the employee is not fit for work.
- (e) When the period of leave starts, the employee's entitlement to paid no safe job leave ends.

37.12 Returning to work after a period of parental leave

- (a) Where primary carer's leave is granted and subject to sub-clause 37.12(b), an employee may return at any time during a period of leave as agreed between NAB and the employee.
- (b) An employee will notify NAB of their intention to return to work after a period of primary carer leave at least 4 weeks prior to the expiration of the leave.
- (c) An employee will be entitled to the position which they held immediately before proceeding on parental leave. In the case of an employee transferred to a 'safe job', the employee will be entitled to return to the position they held immediately before such transfer.
- (d) Where such position as detailed in sub-clause 37.12(c) no longer exists but there are other positions available which the employee is qualified for and suited to, the employee will be entitled to a position as nearly comparable in status and pay to that of their former position.
- (e) On return from Primary Carer's leave an employee will have their TEC reviewed to ensure the terms of this Agreement have been applied.

37.13 Replacement employees

- (a) A replacement employee is an employee specifically engaged or temporarily promoted or transferred, as a result of an employee proceeding on parental leave.

- (b) Before NAB engages a replacement employee the employer must inform that person of the temporary nature of the employment and of the rights of the employee who is being replaced to return to work.

37.14 Communication during parental leave

- (a) Where an employee is on parental leave and a definite decision has been made to introduce significant change at the workplace, NAB shall take reasonable steps to:
 - (i) make information available in relation to any significant effect the change will have on the status or responsibility level of the position the employee held before commencing parental leave; and
 - (ii) provide an opportunity for the employee to discuss any significant effect the change will have on the status or responsibility level of the position the employee held before commencing parental leave.
- (b) The employee shall take reasonable steps to inform NAB about any significant matter that will affect the employee's decision regarding the duration of parental leave to be taken, whether the employee intends to return to work and whether the employee intends to request to return to work on a part-time basis.
- (c) The employee shall also notify NAB of changes of address or other contact details which might affect NAB's capacity to comply with sub-clause 37.14(a) (ie the notification by NAB).

37.15 Superannuation contributions while on primary carer's leave

- (a) An employee who has an entitlement to paid primary carer's leave will be eligible for superannuation contributions at 10% of TRP (capped at the Maximum Contributions Base) on unpaid primary carer's leave up to a maximum of 40 weeks. This payment will apply to employees who commence paid primary carer's leave on or after 1 October 2010 and who return to work at the completion of parental leave.
- (b) The payment will be made as a lump sum into the employee's nominated superannuation account as soon as practical following the employee's return to work. Any increase to TRP that the employee would have received had they remained at work will be factored into the lump sum payment.
- (c) Contributions will only be made for the period the employee is the primary carer.

37.16 Keeping in touch days

The provisions of the NES as amended from time to time as they relate to 'Keeping in Touch Days' will be a term of this Agreement.

38. Breast feeding in the workplace

- 38.1 NAB recognises the decision by women to continue to breast feed babies after their return to work. Accordingly, management will make every reasonable endeavour to make suitable arrangements for lactating mothers.

- 38.2 Appropriate adjustments may be made to an employee's performance targets for this time and may be reflected in personal performance reviews.

39. Annual leave

39.1 Application

This clause applies to all employees, except casual employees.

39.2 Basic entitlement

- (a) A full time employee, other than an employee who is entitled to annual leave in accordance with sub-clause 39.2(b), is entitled to 4 weeks of paid annual leave for each year of service.
- (b) A full time employee is entitled to 5 weeks of paid annual leave for each year of service if:
 - (i) the employee is in one of the following locations:
 - (A) Northern Territory - serving in towns situated north of the 21st Parallel of South Latitude;
 - (B) Queensland - serving in towns situated north of the 21st Parallel of South Latitude; or in towns west of 144th Meridian of East Longitude;
 - (C) Western Australian - serving north of the 24th Parallel of South Latitude and in Carnarvon, Leonora, Meekatharra and Mount Magnet.
 - (ii) the employee is employed in part of NAB where shifts are continuously rostered 24 hours per day for 7 days per week and the employee is regularly rostered to work those shifts and regularly works on Sundays and public holidays.
- (c) A part time employee is entitled to accrue annual leave on a pro-rata basis according to his or her ordinary hours of work.

39.3 Accrual and payment of annual leave

- (a) Annual leave accrues progressively during a year of service according to the employee's ordinary hours of work, and accumulates from year to year.
- (b) Unless specifically provided otherwise, the annual leave rate of pay is the employee's Full Pay immediately prior to the time the employee takes the annual leave.
- (c) An employee who was performing higher duties immediately prior to the taking of leave, and who would have continued in such higher duties had the employee not been on leave, will receive the higher duties rate for the portion of the leave that, had the employee worked, they would have performed higher duties.

39.4 Effect of public holidays

If the period during which an employee takes paid annual leave includes a day or part-day that is a public holiday in the place where the employee is based for work purposes, the employee is taken not to be on paid annual leave on that public holiday.

39.5 Planning of annual leave

- (a) Each team or business unit will develop an annual leave schedule or roster and provide all employees with the opportunity to indicate preferences for taking their annual leave.
- (b) At least quarterly, the relevant People Leader will seek applications for rostering of accrued leave.

39.6 Process

- (a) The People Leader will work with team/business unit members to establish an annual leave roster.
- (b) The rostering process will take into account:
 - (i) matching the resourcing required for NAB to meet customer and business expectations with an employee's personal preferences, in an environment of trust and cooperation;
 - (ii) mutuality as the fundamental principle for rostering;
 - (iii) a preference list created for use by employees in the quarterly rostering process; and
 - (iv) the requirements set out in sub-clause 39.7.
- (c) If all preferences can be accommodated, the rostering process is complete.
- (d) If employee preferences clash, the People Leader will discuss with employees ways in which alternatives may be considered. The People Leader will help employees to understand the reasons for any need to change preferences; such reasons will not be limited to a statement that "there is a business need".
- (e) In participating in the rostering process, employees and their People Leader will consider such factors as:
 - (i) family responsibilities;
 - (ii) community or social responsibilities;
 - (iii) school holidays;
 - (iv) employees who have had their first preferences met in the previous one or more cycles;
 - (v) preferences for travel;
 - (vi) any planned or proposed Shutdown or Partial Shutdown;
 - (vii) other factors which may be agreed by the team or business unit and the People Leader.
- (f) Employees and their appropriate People Leader will attempt to reach Genuine Agreement in respect to the annual leave preferences.
- (g) If the process as outlined above is exhausted and genuine agreement cannot be reached, the appropriate People Leader will nominate annual leave roster times, taking into account personal circumstances and preferences of employees.
- (h) If an employee still feels aggrieved at the end of the annual leave management process, they should use the dispute resolution procedure set out at clause 64.

39.7 Taking annual leave

- (a) All employees are required to take 4 weeks of annual leave (pro rata for part time employees) per performance year, or, where they accrue less than 4 weeks, the actual amount that accrues during the performance year, unless NAB agrees to defer any portion of that accrual into the next performance

- year. The appropriate People Leader shall only agree to this deferral if the People Leader is satisfied it is unreasonable to require the employee to take the 4 weeks (or pro-rata equivalent) of annual leave
- (b) Any request to defer annual leave must be in writing to the people leader. Any response to a request must also be in writing, including any agreement to defer leave. If agreement is reached it must specify the amount of leave being deferred.
 - (c) People Leaders must ensure the requirements in sub-clause 39.7 are adhered to.
 - (d) Subject to sub-clauses 39.7(d) and 39.7(e), of the 4 weeks annual leave, an employee must take at least 10 consecutive days off work in one block. NAB will make every reasonable endeavour to match employees' preferences with business requirements when agreeing to the taking of annual leave.
 - (e) Where the appropriate People Leader is satisfied an employee's family responsibilities prevent the employee from taking 10 consecutive days in accordance with sub-clause 39.7(d)), they may approve the employee taking their annual leave in two blocks of 5 days.
 - (f) Where agreement has been reached in accordance with sub-clause 39.7(a) to defer more than 10 consecutive days, the requirement in sub-clause 39.7(d) shall not apply.
 - (g) An employee may elect, with the consent of NAB, to take annual leave in single day periods, at a time or times agreed between them. Usually, only 5 single days of annual leave will be approved in any one year.
 - (h) Annual leave may be taken in advance of it accruing by agreement between an employee and NAB.
 - (i) An employee may agree to defer payment of the annual leave loading in respect of single day absences, until at least five consecutive annual leave days are taken.

39.8 Direction to take annual leave

- (a) NAB may require that an employee take a period of annual leave, with four weeks' notice, where an employee has an excessive annual leave accrual.
- (b) NAB may give a direction in accordance with this clause in relation to any excessive annual leave accrued both before and during the life of this Agreement.
- (c) A direction in accordance with sub-clause 39.8(a) will only be given after discussions between the employee and the people leader have failed to reach agreement on the taking of excessive leave.

39.9 Shutdown/Partial Shutdown

- (a) Where a business unit proposes a complete or partial shutdown over the Christmas/New Year period, affected staff will be advised as early as practicable but no later than 1 October each year.

39.10 Leave without pay - effect on annual leave accrual

An employee who is granted leave without pay in excess of nine calendar days will not accrue annual leave during that period of leave without pay.

39.11 Annual leave on cessation of employment

- (a) An employee who ceases employment shall be paid an amount in lieu of accrued but untaken annual leave.
- (b) Where an employee dies, an amount in lieu of all accrued untaken annual leave will be paid to the employee's legal representative or representatives at the rate of full pay.
- (c) Where the employee has taken leave in advance of it having accrued and the employment subsequently ends, the employee authorises NAB to deduct from any monies due to the employee on termination in relation to the performance of work, the amount paid in respect of that portion of leave, including annual leave loading, that was taken but had not actually accrued by the termination date.

39.12 Annual leave loading

- (a) In addition to full pay, an employee, other than an employee in a role that is classified as Group 4 and above, will receive the greater of:
 - (i) an annual leave loading of 17.5% for the number of working days taken as annual leave; or
 - (ii) an allowance equivalent to the total rate of shift allowances or penalty rates the employee would have been entitled to for work performed in ordinary hours of duty and according to the employee's roster or projected roster (which includes Saturday shifts but excludes public holiday shifts) if the employee had not proceeded on leave.
- (b) The total annual leave loading payable to an employee under sub-clause 39.12(a) will not exceed the figure published from time to time by the Australian Bureau of Statistics for weekly total earnings of "all male employees for the month of August" in the calendar year immediately preceding the calendar year in which the leave accrues.
- (c) Notwithstanding the entitlement of some employees to 5 weeks annual leave per year, in all cases the loading will be based on an entitlement to 4 weeks annual leave or a pro rata equivalent in respect of any one year's accrual.
- (d) The salary and allowances on which the loading is calculated will not include any temporary higher duties payment.

40. Conversion of accrued annual leave

- 40.1 The purpose of this clause is to allow employees to cash out excessive annual leave accruals.
- 40.2 Where an employee has an annual leave entitlement of 30 days or more, on each occasion the employee may agree with NAB in writing to convert part or all of their entitlement to annual leave in excess of 20 days or pro-rata equivalent for part time employees, into cash.
- 40.3 The amount of annual leave cashed out by an employee will be deducted from the employee's annual leave balance. An employee must maintain a balance of annual leave after cashing out of 20 days or pro-rata equivalent.

- 40.4 The minimum amount of leave that may be cashed out on any one occasion is 10 days or pro-rata equivalent.
- 40.5 The employee shall be paid the amount the employee would have been paid had the employee taken the leave that has been cashed out.

41. Public holidays

- 41.1 An employee will be entitled to holidays on the following days:
- (a) New Year's Day, Good Friday, Easter Saturday, Easter Monday, Christmas Day and Boxing Day; and
 - (b) the following days, as prescribed in the relevant States, Territories and localities:
 - (i) Australia Day,
 - (ii) Anzac Day,
 - (iii) Queen's Birthday; and
 - (iv) Eight Hours' Day or Labour Day; and
 - (c) in addition to the public holidays prescribed in sub-clauses 41.1(a) and 41.1(b) the following days will be observed public holidays:
 - (i) New South Wales: August Bank Holiday;
 - (ii) Victoria: Melbourne Cup Day;
 - (iii) Queensland: Brisbane Royal National Show Day;
 - (iv) South Australia: Adelaide Cup Day;
 - (v) Western Australia: Foundation Day;
 - (vi) Tasmania: Easter Bank Holiday;
 - (vii) Australian Capital Territory: August Bank Holiday and Family and Community Day;
 - (viii) Northern Territory: Picnic Day.
- 41.2 Where in a locality a day is generally observed in substitution for any of the above days then that day will be observed as a public holiday in that locality.
- 41.3 Where a day is legislated, declared, proclaimed, gazetted or otherwise prescribed in a State, Territory or locality within a State or Territory in substitution for any of the days specified in sub-clauses 41.1(a), 41.1(b) or 41.1(c) such day will be the public holiday for the purposes of this Agreement in lieu of the day specified.
- 41.4 When Christmas Day is a Saturday or a Sunday, a holiday in lieu thereof will be observed on 27 December.
- 41.5 When Boxing Day is a Saturday or a Sunday, a holiday in lieu thereof will be observed on 28 December.
- 41.6 When New Year's Day or Australia Day is a Saturday or Sunday, a holiday in lieu thereof will be observed on the next Monday.
- 41.7 Where in a State, Territory or locality, public holidays are declared or prescribed on days other than those set out in this clause those days will constitute additional holidays for the purpose of this Agreement.
- 41.8 NAB and its employees may agree to substitute another day for any day. For this purpose, the consent of the majority of affected employees will constitute agreement.
- 41.9 Full-time employees and non-standard hours working arrangements**

- (a) This clause applies to full-time employees (whether they work a fixed or variable roster) who do not regularly work a five day, Monday to Friday week.
- (b) When a public holiday prescribed under this clause falls upon a day when the employee would not be working in any event, they shall receive:
 - (i) a day's paid leave to be taken on another day or, by mutual agreement between the employee and NAB, added to their annual leave; or
 - (ii) an additional day's pay.
- (c) If an employee is rostered to work on a public holiday or its substitute day, other than Christmas Day:
 - (i) if the employee is not required to work on the public holiday, they shall be paid the amount of money he or she would normally receive for working that day, and will not be entitled to take the substitute day off.
 - (ii) if the employee is required to work on the public holiday, they shall be paid the amount of money he or she would normally receive for working that day, and will be entitled to take the substitute day off. If the substitute day is a non-working day for the employee, they shall be entitled to the payment provided for at sub-clause 41.9(b) of this Agreement.
 - (iii) If the employee is required to work on the substitute day, they shall be paid at the public holiday rate for each hour worked that day as prescribed at sub-clause 22.3.
- (d) If an employee is rostered and required to work both the actual public holiday and its substitute day (which would only occur if the holiday were to fall on a Saturday or Sunday), they shall be entitled to:
 - (i) a day's pay in lieu of the substitute day, to be taken on another day or, by mutual agreement between the employee and NAB, added to their annual leave; or
 - (ii) payment at the public holiday rate of Double Time for the hours he or she worked on the substitute day, plus payment at the appropriate Saturday or Sunday rate as prescribed at sub-clause 22.3 of this Agreement for the hours worked on the actual public holiday.

41.10 Christmas Day loading for employees working non-standard hours

If an employee is rostered to work on a Saturday or Sunday that is Christmas Day, and is required to work that day, they shall be paid at the appropriate Saturday or Sunday rate as prescribed in sub-clause 22.3 of this Agreement for the hours he or she worked on Christmas Day, plus the Christmas Day loading of one half of a normal day's pay for a full day's work and they will be entitled to the benefit of the substitute day in accordance with this clause.

41.11 Part time employees and non-standard working hours

- (a) This clause applies to part time employees (whether they work a fixed or variable roster) who regularly work non-standard hours, including those part-time employees who regularly work on Saturday and/or Sunday.
- (b) Where the normal roster of a part time employee includes a day that is a public holiday or its substitute day:

- (i) if the part time employee is not required to work on the public holiday or its substitute day, they shall be paid the amount of money he or she would normally receive for working that day;
 - (ii) if the part time employee is required to work on the public holiday or its substitute day, they shall be paid at the appropriate public holiday rate of Double Time for the hours worked that day.
- (c) For part time employees whose normal roster includes a Saturday or Sunday that would be a prescribed public holiday but for the substitution of an alternative day the following shall apply:
- (i) the part time employee shall be granted leave with pay on the actual public holiday without substitution; or
 - (ii) a part time employee who works on the actual public holiday will be paid at the normal Saturday or Sunday rate as prescribed by sub-clause 22.3 of this Agreement (or, if the Saturday or Sunday is Christmas Day, the Christmas Day loading will also apply) for the hours he or she work and will be entitled to another day off as paid leave, which may or may not be the prescribed substitute day; or
 - (iii) a part time employee who works on the actual public holiday will be paid at the normal Saturday or Sunday rate as prescribed by sub-clause 22.3 of this Agreement (or, if the Saturday or Sunday is Christmas Day, the Christmas Day loading will also apply) for the hours he or she work and will be paid an additional amount, at the ordinary time rate, in lieu of an additional day off.

41.12 Casual employees

If a casual employee is required to work on a day prescribed as a public holiday, they shall be paid at the public holiday rate of Double Time for the hours they work plus their ordinary casual loading as prescribed at clause 9 of this Agreement.

42. Compensating leave

- 42.1 For the purposes of this clause, the total number of public holidays in the twelve month period commencing on 1 January of each year in the capital city of each State will be deemed to be the standard number of public holidays for that State.
- 42.2 Where during a calendar year an employee has worked in an area or areas where the standard number of public holidays is less than public holidays in sub-clause 42.1 in respect of the State in which they are working, will on 31 December of the particular year, be credited with an entitlement to leave (to be known as compensating leave) equal to the difference between the number of days or half-days actually taken by such employee as being public holidays and the number of public holidays in the capital city of that State during the period of the employee's service in that year.
- 42.3 Provided that compensating leave will not apply where an employee has, by reason of transfer or any other cause, enjoyed the same number of public holidays as the standard number of public holidays during their period of service in the particular year.
- 42.4 An employee who is absent on unpaid leave at their own request, during a period in respect of which compensating leave would have been credited, but for this subclause, will be regarded as having been granted each public holiday during that period of unpaid leave.
- 42.5 Compensating leave accrued will be taken during the ensuing period of twelve months without deduction of pay. The taking of such leave will be at such time or times as is agreed upon by NAB and the employee.

43. Long service leave

43.1 This clause does not apply to casual employees.

43.2 An employee is entitled to the following amount of long service leave:

- (a) eight and two thirds weeks on completion of 10 years' service with NAB; and
- (b) . 0.866 weeks for each subsequent year of service.

43.3 Length of service entitling leave

- (a) For the purposes of this clause, the **service of an employee** means the period during which the employee has served NAB under an unbroken contract of employment.
- (b) A contract of employment will not be deemed to have been broken by reason only that it was interrupted by one or more of the following circumstances. The interruption or termination:
 - (i) has been made by NAB with the intention of avoiding any obligation imposed on it by this Agreement; or
 - (ii) has arisen directly or indirectly from a dispute concerning industrial matters, if the employee returns to duty in terms of the settlement of the said dispute; or
 - (iii) has been made by NAB by reason of slackness of trade, if the employee is re-employed by NAB within six months of such interruption or determination; or
 - (iv) has been made by NAB for any reason other than those referred to above, if the employee is re-employed by NAB within two months of such interruption or determination; or
 - (v) has been made by a full time employee with the express purpose of rejoining NAB as a part time employee or vice versa, provided that such employee is re-employed by NAB within one week of such determination; or
 - (vi) has been the result of any employee being transferred by NAB to or from a related company.
- (c) The period during which the employment has been interrupted will not, unless due to the reasons referred to in sub-clauses 43.3(b)(i) and 43.3(b)(ii), be taken into account in calculating the period of service.
- (d) If the employee was employed by NAB immediately before they commenced to serve as a member of the naval, military or air forces of the Commonwealth of Australia (other than as a member of the permanent forces), or as a member of the Civil Construction Corps established under the *National Security Act 1939-1946*, any period of service as such a member will be treated as service with and by NAB.
- (e) In addition, an employee may have a period of up to 40 weeks unpaid primary carer's leave per pregnancy count as a period of service for the purpose of calculating long service leave. This service will be recognised on return to work from primary carer's leave.

43.4 Payment for period of leave

- (a) The rate of pay to which an employee is entitled shall be:
 - (i) in the case of a full time employee who has been employed as such for the whole of the period of service giving rise to their entitlement, the actual TRP being paid to the employee by NAB immediately prior to commencing leave; and

- (ii) in the case of a part time employee who has been employed as such for the whole of the period of service giving rise to their entitlement, a weekly amount calculated by multiplying the average number of hours worked each week by the employee during the twelve months immediately preceding the taking of leave by the hourly rate of pay payable on that day;
 - (iii) in the case of an employee who, during the course of employment with NAB has varied their employment status (full time to part time or vice versa) or their part time hours, the rate to which that employee will be entitled during the period of long service leave or the rate of pay to be used in calculating the amount of money to be paid in lieu of the leave, will be calculated having regard to hours worked in particular weeks during the relevant qualifying period of service. (see formula for calculations in Appendix B2 of the NAB Award - Calculations).
- (b) For the purpose of calculating long service leave payments, shift premiums, overtime, penalty rates, commissions, bonuses or other allowances payable to either a full time or part time employee when working will not be included.
 - (c) Payment will be made in one of the following ways:
 - (i) in advance for the whole of the period when the employee commences the period of leave, at the rate calculated in accordance with sub-clause 43.4(a); or
 - (ii) at the same time payment would have been made if the employee had remained on duty, in which case payment will, if the employee requests in writing, be made by cheque posted to an address specified by the employee; or
 - (iii) in any other way agreed between NAB and the employee.
 - (d) If any change in the actual rate of salary or hourly rate of pay occurs during the period of leave, the rate of payment to which an employee will be entitled will be as from the date on which change is operative, the new rate.
 - (e) Where these circumstances apply and where payment has been made in advance to an employee in respect of long service leave, NAB will adjust such payment to accord with such changed rate of pay, upon the employee's return to duty to the extent to which the changed rate is applicable.

43.5 Taking of long service leave

- (a) Where reasonable, an employee is expected to take their long service leave entitlement as soon as practicable after it falls due, taking into account business needs and requirements.
- (b) An employee may request and NAB may agree for an employee to take all or part of their long service leave on the basis of double the time at half the pay.
- (c) Where leave is taken in accordance with subclause 43.5(b) the minimum period of leave able to be taken is 2 weeks.
- (d) Other than as specified in sub-clauses 43.5(b) and 43.5(c) above, an employee may elect to take their long service leave in any number of periods as agreed between the employee and the appropriate People Leader.

- (e) The employee and the People Leader will make every endeavour to genuinely agree on the timing and the period over which leave will be taken.
- (f) The ability to flexibly use long service leave will not be used in substitution of any other paid leave entitlement.
- (g) When agreement cannot be reached, the People Leader may direct the employee to take long service leave by providing one month's notice where an employee has reached 15 years continuous service or more.
- (h) Any agreement between an employee and a people leader regarding the taking of long service leave must be in writing
- (i) Any direction to take long service leave in accordance with sub-clause 43.5(g) shall be in writing and specify the period of long service leave to be taken and the timing of such leave.
- (j)

43.6 Holidays and annual leave

Annual leave entitlements are neither affected by nor included in the taking of long service leave prescribed by this Agreement. All other holidays which occur during the taking of any period of long service leave will be excluded.

43.7 Payment on termination for leave not taken

- (a) Where the employment of an employee is terminated otherwise than by their death, and any long service leave, to which the employee was entitled has not been taken or accrues to the employee upon such termination, NAB shall pay to the employee in full the amount in respect of such leave calculated as at the date of the termination, less any amount for leave already taken and paid to the employee.
- (b) Where the employee dies and any long service leave to which the employee was entitled has not been taken or accrued upon termination of the employment by reason of their death, NAB shall pay the amount in respect of such leave calculated as at the date of death of the employee, less any amount for leave already taken and paid to the employee either to the employee's personal representative or in the following manner:
 - (i) to the widow or widower of such employee; or
 - (ii) if there is no such widow or widower then to or on behalf of the child or children of the employee in equal shares if there should be more than one child; or
 - (iii) if there is no widow or widower or children then to such person who in NAB's opinion was at the time of death of the employee a dependant relative and if more than one such dependant relative, then equally between them.

44. Conversion of accrued bank extended leave

44.1 Where an employee has an entitlement to Bank Extended Leave (BEL), an employee may elect in writing, at any time during the life of this Agreement, to convert part or all of their entitlement to BEL, into cash.

44.2 The minimum amount of BEL that may be cashed out on any one occasion is 10 days.

45. Sick leave

45.1 Minimum entitlement

An employee, other than a casual employee, is entitled to sick leave. This entitlement can be summarised as follows:

- (a) for each year of service, an employee is entitled to 12 days paid sick leave accrued progressively throughout the year of service (pro-rata for part time employees);
- (b) Two (2) days (non-cumulative) per year from an employee's sick leave entitlement may be used for Preventative and Planned Health appointments as defined at sub-clause 45.2;.
- (c) unused sick leave accumulates from year to year;
- (d) sick leave will be payable at Ordinary Time;
- (e) a People Leader may request a medical certificate where an employee's absence exceeds:
 - (i) two consecutive days; or
 - (ii) four working days in a 12 month period,

and, in such cases, sick leave will be paid at Ordinary Time on the production of the medical certificate. If a medical certificate is not produced, and no other reasonable evidence is provided, the leave shall be unpaid.

45.2 Preventative and Planned Health appointments are defined as appointments intended to prevent or screen for a medical condition affecting the employee, which have been made with or recommended by a registered medical practitioner.

45.3 Evidence and contact requirements

- (a) Medical certificates should be shown to the People Leader and retained by the People Leader. People Leaders are expected to ensure that medical certificates are provided for absences outlined at sub-clause 45.1(e) above.
- (b) When an employee is unable to attend for work due to illness, the employee must, where reasonable, contact their People Leader prior to or at the normal starting time on the day of absence or as soon as practicable (which may be a time after the commencement of sick leave). An employee should advise the estimated period of the absence.
- (c) Where it appears to the People Leader that a pattern of absences is emerging for an employee, eg absences which occur either immediately prior to, or post, a public holiday or weekend, or where there have been unexplained or unreasonable absences the People Leader may raise the issue with the employee and together they will appropriately address the matter.
- (d) All absences due to illness must be recorded in SAP.

45.4 Evidence and contact requirements for Preventative and Planned Health appointments

The use of sick leave for preventative and planned health appointments is conditional on the employee:

- (a) Consulting with their people leader about their intention to take sick leave for a preventative and planned health appointment in order to enable scheduling of the

appointment at a mutually convenient time which minimises disruption to business needs;

- (b) Notifying their people leader as soon as reasonably practical and no less than two weeks in advance of the date, time and expected duration of the Planned and Preventative Health appointment; and
- (c) Supplying a satisfactory medical certificate from the registered medical practitioner or a satisfactory statutory declaration, if requested by their people leader or other person authorised by NAB.

45.5 Work related injury or illness

If an employee's injury or illness is work related an incident report must be submitted.

45.6 Deductions for sick leave

Other than in relation to sick leave being used in conjunction with a Return to Work plan, deductions from an employee's sick leave accrual occur on the following basis:

- (a) if an employee does not commence work on a particular rostered day or shift: the number of ordinary time hours rostered for that day or shift; or
- (b) if an employee works for up to 50% of the ordinary time rostered on a particular day or shift: half of the number ordinary time hours rostered for that day or shift; or
- (c) if an employee works more than 50% of the ordinary time rostered on a particular day or shift: no deduction is recorded.

45.7 Prolonged Sick Leave

- (a) An employee is entitled to be considered for Prolonged Sick Leave where the employee:
 - (i) has a prolonged personal illness or injury; and
 - (ii) has exhausted their accrued sick leave; and
 - (iii) is not receiving workers' compensation or temporary disability payments; and
 - (iv) is complying with the following requirements:
 - (A) where required by NAB, the employee must provide evidence, including a medical certificate from a doctor, as to the nature and genuineness of the illness or injury; and
 - (B) the employee must properly participate in an appropriate return to work program, devised in consultation with a medical practitioner, where required by NAB; and
 - (C) the employee must participate in an examination by an independent medical practitioner at NAB's expense where reasonably directed by NAB; and
 - (D) if reasonable in the circumstances, the employee has applied for temporary disability payments through a relevant superannuation fund.
- (b) Any decision to approve or cease Prolonged Sick Leave to an employee is within the complete discretion of the employee's People Leader in consultation with the next level People Leader. The employee shall be advised of the decision in writing. The People Leader must consult with Workplace Relations

Advisory prior to ceasing an employee's prolonged sick leave during the period of prolonged sick leave contained in sub-clause 45.8.

45.8 Payment for Prolonged Sick Leave

Payment for Prolonged Sick Leave is as follows:

- (a) 100% of TEC for the first four consecutive weeks of the prolonged absence; then
- (b) a minimum of 75% of TEC for the balance of the prolonged absence provided that the maximum Prolonged Sick Leave payable both at 100% of TEC and/or 75% of TEC shall not exceed 3 months in total; or
- (c) in the case of employees covered by the EDA prior to 27 February 2006, a minimum of 75% of TEC for the balance of the prolonged absence provided that the maximum Prolonged Sick Leave payable at both 100% of TEC and/or 75% of TEC shall not exceed 1 year in total.

46. Carer's leave

46.1 Employees, other than casual employees, may take leave on full pay of up to 10 days per calendar year (pro rata for part time employees) to attend to family, carer's needs and/or personal emergencies. Examples of this type of leave include:

- (a) illness of a child, dependant, household member, partner or close relative;
- (b) short notice disruptions to child care arrangements;
- (c) other unforeseen circumstances.

46.2 NAB may request documented evidence of the need for such leave, including evidence that the illness of the person concerned requires the support and care of another person. In normal circumstances, an employee must not take carer's leave where another person has taken leave to care for the same person.

46.3 NAB may grant additional carer's leave. When People Leaders are assessing the desirability of agreeing to additional carer's leave, they should consider:

- (a) the urgency of the need for the carer to provide further care;
- (b) any exceptional circumstances;
- (c) the need for compassion.

46.4 Carer's leave does not accumulate from year to year.

46.5 If an employee has exhausted their paid carer's leave entitlement they may access their accrued sick leave for the purpose of carer's leave.

47. Unpaid carer's leave

47.1 An employee, including a casual employee, is entitled to 2 days of unpaid carer's leave for each occasion (a **permissible occasion**) when a member of the employee's immediate family, or a member of the employee's household, requires care or support because of:

- (a) a personal illness or injury, affecting the member; or
- (b) an unexpected emergency affecting the member.

47.2 An employee may take unpaid carer's leave for a particular permissible occasion if the leave is taken to provide care or support as referred to in sub-clause 47.1.

47.3 An employee may take unpaid carer's leave for a particular permissible occasion as:

- (a) a single continuous period of up to 2 days; or
- (b) any separate periods to which the employee and NAB agree.

47.4 An employee cannot take unpaid carer's leave during a particular period if the employee could instead take paid carer's leave or accrued sick leave (excluding Prolonged Sick Leave).

47.5 The evidence and contact requirements at sub-clause 46.2 above must be complied with.

48. Compassionate leave

48.1 An employee is entitled to 2 days compassionate leave for each permissible occasion when a member of the employee's immediate family, (including partner), or a member of the employee's household:

- (a) contracts or develops a personal illness that poses a serious threat to their life; or
- (b) sustains a personal injury that poses a serious threat to their life; or
- (c) dies.

48.2 An employee may take compassionate leave for a particular permissible occasion if the leave is taken:

- (a) to spend time with the member of the employee's immediate family or household who has contracted or developed the personal illness, or sustained the personal injury; or
- (b) after the death of the member of the employee's immediate family or household.

48.3 An employee may take compassionate leave for a particular permissible occasion as:

- (a) a single continuous 2 day period; or
- (b) 2 separate periods of 1 day each; or
- (c) any separate periods to which the employee and NAB agree.

48.4 If the permissible occasion is the contraction or development of a personal illness, or the sustaining of a personal injury, the employee may take compassionate leave for that occasion at any time while the illness or injury persists.

48.5 If an employee, other than a casual employee, takes a period of compassionate leave in accordance with this clause, NAB will pay the employee at the employee's full rate of pay immediately prior to the time the employee takes the compassionate leave.

48.6 NAB, at its discretion, may grant additional compassionate leave (either paid or unpaid) on compassionate grounds.

48.7 Where requested, the employee must give NAB evidence that would satisfy a reasonable person that the leave is taken for a permissible occasion in circumstances specified in sub-clause 48.2.

49. Leave of absence

49.1 An employee may apply for unpaid leave of up to 12 months, in addition to any accrued annual and long service leave.

49.2 An employee must have at least 12 months continuous service immediately prior to taking the leave.

49.3 A period of leave of absence may be varied with the consent of NAB.

- 49.4 Authorised leave of absence does not break the continuous service of an employee, but is not counted in calculating an employee's period of service for any purpose.
- 49.5 NAB may grant an employee an extension beyond 12 months.
- 49.6 Upon return to NAB from leave of absence of 12 months or less, an employee will be entitled to a role at their previous TEC, but not necessarily to the same position as they previously held.

50. Domestic Violence Support

50.1 Any employee who is experiencing domestic violence can raise the issue with their People Leader or Workplace Relations in the knowledge that the matter will be treated respectfully and confidentially.

50.2 NAB and People Leaders are required to:

- (a) Provide a sensitive and non-judgemental approach;
- (b) Discuss measures to prioritise safety in the workplace and make all reasonable efforts to provide a safe work environment for the employee;
- (c) Provide employees with access to EAP to provide support in relation to the issues;
- (d) Contact Workplace Relations for advice and assistance; and
- (e) Where practicable, work with the employee to grant reasonable leave and adjust work schedules or location if required.

50.3 Guidelines for discussing workplace safety in the case of domestic violence

- (a) When assisting an employee who is the victim of domestic violence, the People Leader must contact Workplace Relations and should consider what changes, if any, could be made in their workplace to make an employee less vulnerable to any domestic violence. They should also consult with Security Services where appropriate.
- (b) If it is determined that other employees or customers of NAB may be at risk of physical harm, the People Leader must discuss this with Workplace Relations and take reasonable measures to ensure their safety.

50.4 Leave

- (a) NAB will provide paid leave to employees who are victims of domestic violence and need time off work for medical and legal assistance, court appearances, counselling, relocation or to make other safety arrangements. The amount of leave provided will be determined by the individual's situation through consultation between the employee, the People Leader and Workplace Relations.
- (b) An employee may be required to produce evidence to support the need for leave such as a medical certificate, a document issued by the police service or a court or a statutory declaration.

50.5 Confidentiality

Information concerning matters of domestic violence will be treated confidentially by the People Leader and Workplace Relations and will only be divulged if required by law or to maintain the safety of the employee or any other employee or customer of NAB.

50.6 Anti-discrimination

NAB will not discriminate against anyone who has been subjected to domestic violence, in terms of their existing employment or career development.

51. Termination of employment

51.1 Notice of termination by NAB

- (a) In order to terminate the employment of an employee NAB must give to the employee the period of notice in writing specified in the table below:

Period of Continuous Service	Period of notice
1 year or less	1 week
Over 1 year and up to the completion of 3 years	2 weeks
Over 3 years and up to the completion of 5 years	3 weeks
Over 5 years of completed service	4 weeks

- (b) In addition to the notice in sub-clause 51.1(a), employees over 45 years of age at the time of the giving of the notice with not less than two years Continuous Service, are entitled to an additional week's notice.
- (c) Payment in lieu of the prescribed notice in sub-clauses 51.1(a) and 51.1(b) must be made if the appropriate notice period is not required to be worked. Provided that employment may be terminated by the employee working part of the required period of notice and by NAB making payment for the remainder of the period of notice.
- (d) The required amount of payment in lieu of notice must equal or exceed the total of all amounts that, if the employee's employment had continued until the end of the required period of notice, NAB would have become liable to pay to the employee because of the employment continuing during that period. That total must be calculated on the basis of:
- (i) the employee's ordinary hours of work (even if not standard hours); and
 - (ii) the amounts ordinarily payable to the employee in respect of those hours, including (for example) allowances, loading and penalties; and
 - (iii) any other amounts payable under the employee's contract of employment.
- (e) The period of notice in this clause does not apply:
- (i) in the case of dismissal for serious misconduct;
 - (ii) to fixed term employees at the expiration of the fixed term;
 - (iii) to trainees whose employment under a traineeship agreement or an approved traineeship is for a specified period or is, for any other reason, limited to the duration of the agreement; or
 - (iv) to casual employees.
- (f) Continuous Service is defined in clause 5.

51.2 Notice of termination by an employee

- (a) The notice of termination required to be given by an employee is the same as that required of NAB, save and except that there is no requirement on the employee to give additional notice based on the age of the employee concerned.
- (b) If an employee fails to give the notice specified in sub-clause 51.1(a) NAB has the right to withhold monies due to the employee to a maximum amount equal to the amount the employee would have received under sub-clause 51.1(d) and the employee authorises NAB to deduct that amount.

51.3 Job search entitlement

Where NAB has given notice of termination to an employee, an employee shall be allowed up to one day's time off without loss of pay for the purpose of seeking other employment. The time off shall be taken at times that are convenient to the employee after consultation with NAB.

51.4 Transfer of business

Where a business is transferred from one employer to another, the period of Continuous Service that the employee had with the transferor or any prior transferor is deemed to be service with the transferee and taken into account when calculating notice of termination. However, an employee shall not be entitled to notice of termination or payment in lieu of notice for any period of continuous service in respect of which notice has already been given or paid for.

51.5 Termination of casual employment

Casual employment may be terminated by either NAB or the employee at any time without notice. The party terminating the employment should advise the other as far in advance as possible that they no longer wish to continue the employment relationship.

E ORGANISATIONAL CHANGE

52. Principles in organisational change

- 52.1 NAB and FSU are committed to the following principles in respect to organisational change and its effect on employees:
- (a) maximising redeployment opportunities for displaced employees;
 - (b) minimising retrenchments;
 - (c) minimising forced retrenchments;
 - (d) matching employee preferences as far as possible with business unit needs; and
 - (e) anti-discrimination provisions contained in the NAB Award are applied.
- 52.2 In order to avoid retrenchment, NAB will wherever possible:
- (a) use natural attrition;
 - (b) curtail external recruitment to the affected business unit;
 - (c) seek employee preferences in a business unit affected by redundancies;
 - (d) select for retrenchment amongst those employees who have expressed an interest in voluntary retrenchment (subject to NAB's right to retain an employee's services due to ongoing skill requirements);
 - (e) consult with affected employees and the FSU.

53. Consultation regarding major workplace change and restructuring

53.1 NAB to notify

- (a) Where NAB has made a decision to introduce major changes in production, program, organisation, structure or technology that are likely to have significant effects on employees, NAB will notify the employees who may be affected by the proposed changes and the FSU.
- (b) **Significant effects** include termination of employment; major changes in the composition, operation or size of the employer's workforce or in the skills required; the elimination or diminution of job opportunities, promotion opportunities or job tenure; the alteration of hours of work; the need for retraining or transfer of employees to other work or locations; and the restructuring of jobs.

53.2 NAB to discuss change

- (a) NAB will consult with the employees affected and the FSU as soon as practicable about the introduction of the changes referred to in sub-clause 53.1, the effects the changes are likely to have on employees and measures to avert or mitigate the adverse effects of such changes on employees, and will give prompt consideration to matters raised by the employees or the FSU in relation to the changes.
- (b) For the purposes of such consultation, NAB will provide, in writing, to the employees concerned and the FSU, all relevant information about the changes including the nature of the changes proposed, the expected effects of the changes on employees and any other matters likely to affect employees except confidential information the disclosure of which would be contrary to NAB's interests.
- (c) NAB will consult with FSU and affected employees prior to the implementation of any restructuring proposal which will result in redundancies in a business unit and provide details of:
 - (i) name of business unit;
 - (ii) positions affected;

- (iii) locations of positions affected;
 - (iv) number of contractors (if any) working in the impacted area;
 - (v) timelines of proposed restructure including date of redundancies (where known);
 - (vi) selection processes for affected positions.
- (d) NAB will provide FSU and affected employees with a genuine opportunity to influence the outcome of the restructuring proposal within the timelines outlined in the proposed restructure. Any consultation period will involve a minimum of 5 business days and a maximum of 15 business days. The period of consultation will be appropriate for the size and complexity of the proposal and to enable the opportunity for genuine consultation to occur. Where a structure is confirmed following the consultation process, an employee whose position is to be made redundant will be advised of their rights and obligations under this Part.
- (e) An affected employee can appoint a representative of his or her choice for the purposes of consultation in accordance with this clause.
- (f) NAB will facilitate the opportunity for consultation between affected employees and the FSU through the provision of communication, meeting and related facilities in order to ensure the efficient use of time during the consultation period.

54. Redundancy

54.1 Where an employee's position is made redundant, the employee will be advised in writing and the employee will be placed "On Deployment" unless:

- (a) the employee is immediately deployed upon redundancy, or
- (b) NAB and the employee agree that retrenchment will occur immediately.

54.2 An employee who has their position made redundant while on extended leave (excluding parental leave) will be placed "On Deployment" on their return to work.

55. Deployment

55.1 NAB and an employee may agree an "On Deployment" period.

55.2 Subject to sub-clause 55.1 the length of any "On Deployment" period will be determined by NAB.

55.3 In determining the length of any "On Deployment" period consideration will be given to the particular circumstances of each individual situation. Factors to be considered include, but are not limited to the availability of suitable positions, proximity to suitable positions, transferability of skill sets.

55.4 The duties undertaken by an employee "On Deployment" will be:

- (a) consistent with the employee's skills and experience, and
- (b) at a location which is within reasonable commuting distance.

55.5 An appropriate "Transition Coach" will be appointed to assist the employee in obtaining deployment opportunities and monitor the employee's progress on deployment.

55.6 The Transition Coach will have contact with the employee on a weekly basis or as otherwise agreed between the employee and the Transition Coach, to actively assist and support the employee and to monitor the employee's progress on deployment.

- 55.7 Once "On Deployment", the employee is expected to actively seek other job opportunities within NAB and actively participate in the deployment process.
- 55.8 NAB will ensure that:
- (a) the deployment process is effectively resourced,
 - (b) employees continue to have reasonable access to training and development where this would assist redeployment to another position in NAB,
 - (c) employees have access to appropriate job search tools,
 - (d) while "On Deployment" the employee will be provided with reasonable time to undertake job search activities; and
 - (e) to give effect to clause 52 consideration must be given to suitably qualified employees. "On Deployment" before considering other candidates.
- 55.9 An employee will have their "On Deployment" suspended if they go on leave and it will recommence upon their return to work.
- 55.10 An employee will have their "On Deployment" suspended if they accept a secondment position. The "On Deployment" period will recommence at the conclusion of the secondment.

55.11 Deployment to a Comparable Position

- (a) NAB may deploy an employee "On Deployment" to a Comparable Position.
- (b) If an employee does not accept deployment to a Comparable Position the employee is not entitled to the retrenchment payments.
- (c) The process of identifying a comparable position is not designed to de-skill NAB employees. The process is designed to maintain, enhance or broaden an employee's principal skills to meet business and operational requirements.

55.12 Deployment to an Acceptable Position

- (a) NAB may offer an employee an Acceptable Position and may offer deployment for a trial period of 8 weeks in that role. To remove any doubt, it is a decision of NAB as to whether any offer to deploy an employee to an Acceptable Position is made.
- (b) Where NAB determines that an Acceptable Position trial should occur, the employee must not unreasonably refuse and the "On Deployment" period will be suspended.
- (c) The Transition Coach/People Leader and the employee will meet weekly during the trial to discuss progress. In the final week of the trial, the employee and the Transition Coach/People Leader will meet to discuss whether or not the appointment to the Acceptable Position is confirmed. However at any time during the trial period, NAB or the employee may decide that the Acceptable Position is unsuitable, and the employee will return to "On Deployment".
- (d) If the appointment is not confirmed the employee will return to "On Deployment".

- (e) An employee who is deployed to an Acceptable Position will retain their existing TRP, and any future adjustments shall be those applying to the new role - except where income adjustment provisions apply.
- (f) NAB will reimburse an employee for any additional home to work and work to home travel expenses which arise from Deployment to an Acceptable Position.
- (g) If Deployment to an Acceptable Position involves a change in residence giving rise to a relocation payment entitlement the employee may either:
 - (i) accept the relocation payment and forfeit the trial period, or
 - (ii) postpone the relocation payment until after the employee is appointed to the new position. NAB will cover the actual cost of reasonable accommodation, food, drink and incidentals for the trial period.

55.13 Income Adjustment

- (a) Where the restructuring process results in an employee's TRP or allowances being reduced due to:
 - (i) a change from full time to part time employment,
 - (ii) a reduction in part time working hours, or
 - (iii) the employee no longer receiving or receiving reduced shift allowances, regular overtime, premium payments and weekend penalty payments,
- (b) NAB will pay income adjustment between the TRP and/or allowances the employee received in their former position and current position as follows:

Period of Income Adjustment	% of the difference in the weeks of the employee's former position and current position
First 4 months	100%
Second 4 months	66%
Third 4 months	33%

- (c) All entitlements will be based on the employee's weeks inclusive of the income adjustment provision.
- (d) The period during which income adjustment will be paid will include any trial period.

56. Retrenchment

56.1 Role redundancy

- (a) An employee whose position is redundant may be retrenched by NAB where:
 - (i) the employee expresses an interest in retrenchment and NAB agrees to this or NAB and the employee agree that there is no reasonable prospect of Deployment; or
 - (ii) any agreed "On Deployment" period has expired and the employee has not secured another role; or
 - (iii) where there is no agreed "On Deployment" period, NAB has exhausted all reasonable attempts to deploy the employee.

- (b) It is NAB's decision to retrench. In making this decision consideration should be given to such factors as: availability of other suitable positions, skills and experience of applicant, whether any applications (with realistic chance of success) are pending, any relevant appropriate training has been provided.
- (c) Subject to sub-clause 56.1(a) and 56.1(b) where an employee has a realistic prospect of being appointed to a position, the employee may request a suspension of the date of retrenchment pending the outcome. A decision to suspend the date of retrenchment will not be unreasonably withheld.

56.2 Selection for Retrenchment

- (a) NAB will select employees to be retrenched and its decision shall be final.
- (b) Where selection for retrenchment is necessary, NAB will act consistently with sub-clause 52.2(d) while taking into account the following factors:
 - (i) employee preference;
 - (ii) ability to perform duties;
 - (iii) need to retain skills;
 - (iv) any other relevant factors identified by NAB.

56.3 Notice of Retrenchment

- (a) NAB will provide an employee with 6 weeks written notice of the retrenchment date. NAB will decide whether this period will be worked out or payment in lieu granted either wholly or in part, and will advise the employee in writing.
- (b) If the employee fails to work out any period of the notice period required to be worked, NAB may deduct an amount equivalent to the unworked notice period from any monies payable to the employee on termination.
- (c) An employee will be entitled to at least one paid day off per week to attend job interviews provided appropriate evidence is submitted.

56.4 Employee leaving during notice period

An employee whose employment is terminated by reason of redundancy may terminate the employment during the period of notice and, if so, will be entitled to the same benefits and payments under this clause had they remained with NAB until the expiry of such notice. However, in this circumstance the employee will not be entitled to payment in lieu of notice.

56.5 Retrenchment payments

- (a) An employee will be paid a lump sum severance payment in full and final settlement of all claims of additional notice, retrenchment pay or any other similar payment on termination. The retrenchment payments payable in accordance with this clause are in substitution for any severance payments that would otherwise be payable under the NES.
- (b) Subject to sub-clause 56.5(d) below, the lump sum payment is based on an employee's continuous service and will be either \$10,000 or the amount calculated on the basis of the table below, whichever is greater:

Weeks of TRP							
Employees employed before 1 October 2006 who were not covered by Wealth Management EDA							
Years of Service	[Groups 4 - 7]	[Group 3]	[Group 3 (+ Personal Bankers)]	[Group 2]	[Group 1]	Employees employed before 1 October 2006 who were covered by the Wealth Management EDA	Employees employed on or after 1 October 2006
1	19.17	17.07	15.73	10.17	7	7	7
2	21.03	19.12	17.91	12.87	10	10	10
3	22.89	21.18	20.09	15.58	13	13	13
4	24.75	23.24	22.27	18.28	16	16	16
5	26.61	25.29	24.45	20.98	19	19	19
6	28.47	27.35	26.64	23.68	22	22	22
7	30.33	29.4	28.82	26.39	25	25	25
8	32.18	31.46	31	29.09	28	28	28
9	34.04	33.52	33.18	31.79	31	31	31
10	35.9	35.57	35.36	34.5	34	34	34
11	37.76	37.63	37.55	37.2	37	37	37
12	39.68	39.69	39.73	39.9	40	40	40
13	41.72	41.74	41.91	42.6	43	43	43
14	43.77	43.8	44.09	45.31	46	46	46
15	45.81	45.85	46.27	48.01	49	49	49
16	47.86	47.91	48.45	50.71	52	52	52
17	49.9	49.97	50.64	53.41	55	55	55
18	51.94	52.02	52.82	56.12	58	58	58
19	53.99	54.08	55	58.82	61	61	61
20	56.03	56.14	57.18	61.52	64	64	64
21	58.07	58.19	59.36	64.23	67	67	67
22	60.12	60.25	61.55	66.93	70	70	70
23	62.16	62.3	63.73	69.63	73	73	73
24	64.2	64.36	65.91	72.33	76	76	76
25	66.25	66.42	68.09	75.04	79	79	79
26	68.29	68.47	70.27	77.74	82	82	82
27	70.34	70.53	72.45	80.44	85	85	85
28	72.38	72.58	74.64	83.14	88	88	88
29	74.42	74.64	76.82	85.85	91	91	91
30 +	76.47	76.7	79	88.55	94	94▼	94

- (c) All new employees who commenced employment after 1 October 2006, regardless of what role they are performing and in what Group that role is classified, will in the event of retrenchment receive the appropriate payment in the 8th column above.
- (d) From 1 October 2018, all employees regardless of what role they are performing and in what Group that role is classified, will, in the event of retrenchment receive the appropriate payment in accordance with the 8th column above.
- (e) A pro rata payment applies for each completed month in the final part year of continuous service.
- (f) From 1 October 2018 the maximum period of service recognised for calculating retrenchment payments for all employees (excluding those employees previously covered by the EDA) is thirty-five (35) years.
- (g) Where an employee has a mix of part time and full time service or has worked different hours in a part time role, the hours worked will be calculated on a proportionate basis to arrive at Full Time Equivalent service using a full time TRP.

56.6 Other benefits

- (a) In addition to all statutory entitlements on termination (other than severance payments which might otherwise be payable under the NES), a retrenched employee shall:
- (i) be paid annual leave loading on all accrued annual leave (excluding employees in Group 4 and above.);
 - (ii) be paid any untaken long service on a pro rata basis for employees who have at least 5 years continuous service;
 - (iii) employees in a Group 1 role who have a concessional loan shall be paid an amount equivalent to the grossed up cash value of the concession for a period of 9 months;
 - (iv) retain concessional credit card facilities for a period of 9 months;
 - (v) receive service awards under the same criteria as for retirement;
 - (vi) receive retired employees' benefits where the employee has in excess of 25 years service or 15 years service and is over the age of 55;
 - (vii) be afforded career transition services to the appropriate level or a similar amount paid towards the costs of training in accordance with sub-clause 56.7;
 - (viii) be entitled to travelling expenses and travelling and removal expenses to the employee's home city or town where the employee has changed residence as a result of a NAB initiated transfer, providing the employee notifies NAB of their intention to relocate prior to exiting and relocation occurs within 6 months of their exit date.
- (b) "Home city or town" means the employee's residential location at the time the employee commenced with NAB or if the employee accepted a NAB initiated transfer and remains in that location for at least 10 years, the employee may elect to have that location treated as the "home city or town."

56.7 Training request

- (a) After an employee has had a discussion with their People Leader, an employee may request, within 26 weeks of the date of their retrenchment from NAB, that NAB reimburse them for vocational education or training to an amount similar to the cost of career transition services which would have been provided under sub-clause 56.6(vii). This request will not be unreasonably refused.
- (b) A training request must be accompanied by:
- (i) evidence that the vocational education or training will be provided by an accredited vocational course or a registered training organisation; and
 - (ii) evidence of the cost of the vocational education or training.
- (c) NAB will make payment to the employee upon provision of an invoice and receipt of payment in respect of the vocational educational or training course.

- (d) The vocational education or training course must be commenced by the employee within 6 months of termination of their employment from NAB.
- (e) NAB will:
 - (i) only consent to a training request which relates to an accredited vocational course or a registered training organisation; and
 - (ii) not be required to provide an employee with career transition services if NAB agrees to the employee's request in accordance with this clause; and
 - (iii) not consider a training request from an employee who has refused a comparable position under this clause; and
 - (iv) not consider a training request from an employee who has already accessed outplacement services.

57. Transitional retrenchment

- 57.1 Regardless of any provision of this Agreement, this clause applies where NAB has decided to sell, or otherwise dispose of by any means whatsoever, the business or part of a business or to outsource any of its functions or operations (referred to as the transfer) to another employer.
- 57.2 If an employee is offered employment by the new employer and accepts that offer of employment on terms and conditions of employment that:
- (a) are no less favourable, the employee does not have any entitlement to redundancy, retrenchment or transitional retrenchment provisions under the Award or this Agreement;
 - (b) are less favourable, the employee will be entitled to a transitional retrenchment payment (in full settlement of all claims for notice retrenchment pay or any similar payment due on termination) as detailed in the table below.
- 57.3 For the purposes of this sub-clause, terms and conditions will be less favourable if, when taken as a whole, there is a reduction in the entitlements previously afforded to the employee.
- 57.4 The lump sum payment is based on an employee's continuous service and calculated on the basis of the table below:

Years of Service	Weeks payment for all employees
1	6
2	8
3	10
4	12
5	14
6	16
7	18
8	20
9	22
10	24
11	26
12	28
13	30
14	32
15	34
16	36
17	38
18	40
19	42
20	44
21	47
22	50
23	53
24	56
25	59
26	62
27	65
28	68

- 57.5 If the employee whose position is redundant due to transfer of business and:
- (a) is not offered employment by the new employer, the employee shall be subject to the organisational change provisions of this Agreement;
 - (b) is offered employment by the new employer but does not accept the offer, the employee shall have no entitlement to any retrenchment payments.
- 57.6 NAB will appropriately consult with affected employees and FSU during the transitional retrenchment process.

58. Off-shoring principles

- 58.1 Any offshoring will occur in line with the National Australia Group *Corporate Responsibility Procurement Policy* and commitment to Fair International Workforce Standards. The parties agree to review these standards in the light of relevant International Labour Organisation (ILO) standards during the course of the agreement.
- 58.2 Where an employee's position is made redundant as a direct result of offshoring and retrenchments are considered unavoidable by NAB, NAB shall call for and consider voluntary retrenchments before resorting to compulsory retrenchments.
- 58.3 Subject to sub-clause 58.2, the organisational change provisions contained in this Agreement will be applied in an offshoring/outsourcing scenario.

58.4 NAB will provide to the FSU, post implementation of an offshoring initiative, information regarding matching of employee preferences to ascertain the extent that employee preferences have been met.

59. Termination payments where Corporations Act applies

59.1 This clause applies to all termination benefits to which the Corporations Act applies.

59.2 Notwithstanding any provision of this Agreement, NAB is not required to pay or provide, or procure the payment or provision, of any payment or benefit to the employee which is not permitted by the provisions of the Corporations Act, including Chapter 2E or Part 2D.2 Division 2, in the absence of shareholder approval.

59.3 Any payment or benefit to be provided to the employee must be reduced to ensure compliance with sub-clause 59.2. In the event of overpayment to the employee, the employee must, on receiving written notice from the Company Secretary (or his or her nominee), immediately repay any monies or benefits specified in such notice to ensure compliance with sub-clause 59.2.

59.4 There is no obligation on NAB to seek or obtain shareholder approval where sub-clause 59.2 applies.

F RELATIONS AND PROCESSES

60. Learning and development

60.1 NAB is committed to a comprehensive approach to training for employees, based on the following principles:

- (a) access to structured training that is linked to role competencies;
- (b) opportunities for the recognition of existing skills of employees (ie. Assessment of these against role-based competencies);
- (c) access to skills development;
- (d) access to training for casual and part time employees; and
- (e) linkages between training and career paths.

60.2 Individual development

(a) All employees at NAB are responsible for and encouraged to take charge of their own development. People Leaders are responsible for encouraging and supporting the individual's development. All employees are expected to have a development plan. Each development plan will:

- (i) identify actions (including training) focusing on strengthening performance in the current role;
- (ii) provide opportunity for the individual to outline future career aspirations;
- (iii) identify action (including training) to achieve career aspirations;
- (iv) be annually agreed with the employee and regularly reviewed between the people leader and the employee; and
- (v) include a wide range of activities.

(b) NAB commits to supporting its employees' career management by:

- (i) providing quality training delivered through a variety of approaches;
- (ii) funding all aspects of agreed training;
- (iii) providing training prior to job commencement where necessary;
- (iv) making adequate time available including adequate staffing arrangements for all work related training to be undertaken during the employee's working hours;
- (v) making accurate information regarding available training solutions and reference material easily accessible;
- (vi) encouraging employees to self nominate for training courses;
- (vii) making agreed training accessible to employees as needed; and
- (viii) accurately maintaining records for each employee indicating courses attended, date, duration, and results.

60.3 Career development

NAB will provide access to career navigation tools and information to all employees, and encourage career discussions between the individual and their People Leader. Career navigation tools describe typical roles and the responsibilities, core skills and competencies attached to each role, and prescribed and/or desirable training/qualification.

60.4 External study

NAB encourages continuous learning and supports employees' external studies as per NAB's external study assistance requirements, which may vary from time to time. Employees may apply for any course of study that may be relevant to their current position or future career within NAB. NAB will advise employees and FSU and consult on any proposed changes to Study Assistance at least one month prior to any proposed change. NAB will ensure that adequate staffing arrangements will be made

to allow attendance at pre arranged lectures and any examination leave in accordance with study assistance policy.

61. NAB/FSU relationship

61.1 Relationship

NAB recognises the FSU as the relevant union to represent the industrial interests of NAB's employees. NAB and FSU recognise the need for a continuing climate of mutual cooperation to maximise the benefits of this Agreement for NAB employees, in their relationship with their employer.

61.2 Information sharing

NAB agrees that employees:

- (a) will have access to a copy of this Agreement;
- (b) may receive and respond to relevant and authorised FSU material by email, telephone or fax;
- (c) may contact the FSU via e-mail, telephone or fax;
- (d) have a right to reasonable use of the electronic facilities of NAB for union bargaining, dispute or any other industrial purposes, including access to the FSU's website; and
- (e) will be provided with access to a notice board, or a share of a notice board, for authorised FSU information to be communicated.

61.3 Training leave

An employee elected or appointed as an FSU representative, Local or National Enterprise Council delegate will be allowed up to five (5) days paid leave each calendar year to attend training courses conducted or approved by FSU. By prior agreement with NAB, such leave may be accumulated to a maximum of 10 days leave.

61.4 Applications for leave

- (a) The application for leave must be in writing from the FSU, on behalf of employees, at least 4 weeks prior to the conduct of the course (or such lesser period as may be agreed) and contain the following details:
 - (i) the period of time for which leave is sought; and
 - (ii) the description and content of the course to be attended.
- (b) NAB need not grant leave for each course to more than two or more employees from the same workplace unless it can make appropriate staffing arrangements for remaining employees. NAB will endeavour to do so.
- (c) NAB will not use this sub-clause to avoid its obligations.

61.5 Part time employees

- (a) Where a part time employee attends training on a day they are not rostered to work, NAB will agree to a temporary change to the employee's roster to enable the employee to attend training and they will be paid at their ordinary time earnings for that day.

- (b) NAB will not be liable for any additional expenses associated with an employee's attendance at a course.

61.6 Requirements

- (a) NAB may require an employee to provide proof of attendance at a course before payment is made for the period of leave.
- (b) An employee must have at least six (6) months continuous service with NAB before being entitled to training leave under this clause.
- (c) NAB supports the Anna Stewart Memorial Project training programme and agrees to allow paid leave for a maximum of five (5) FSU representatives per annum Australia-wide to participate in a two (2) week program.
- (d) NAB and FSU will consider suggestions made by FSU to facilitate access to training courses for part-time and rural based NAB employees.

61.7 Industrial leave

- (a) Where an employee of NAB holds an honorary official position in FSU, they will be entitled to reasonable paid leave to represent the industrial interests of NAB employees, including attendance at FSU conferences, National Executive, Branch Committee/ Local Executive, Industrial Committee/ Councils and NAB National Council meetings.
- (b) FSU will keep NAB informed (via letter) as to who in NAB holds honorary positions and the extent of time required to carry out their functions.

61.8 FSU right of entry

- (a) In accordance with the right of entry provisions of the Act, a FSU official who holds an entry permit may enter NAB's premises during working hours for the purposes provided for in the Act, including for the purpose of holding discussions with employees, to investigate suspected contraventions, and to inspect occupational health and safety (OHS) in accordance with the Act.
- (b) An FSU official must provide written notice to NAB at least 24 hours before, and no more than 14 days before, entering NAB's premises, unless an exemption to these notice requirements has been granted in accordance with the Act.
- (c) An employee will not be penalised for meeting with an FSU official.
- (d) An FSU official may also enter NAB premises on other legitimate FSU business not prohibited by the Act.

61.9 FSU representatives

- (a) FSU may appoint at least one Representative in each workplace.
- (b) On receiving written notice from FSU that an employee has been appointed as an FSU Representative, NAB must recognise that the person is authorised by FSU to:
 - (i) discuss with FSU members or persons eligible to be a member of FSU, matters directly concerning the work they perform;
 - (ii) discuss with an accredited FSU official matters raised by members;

- (iii) receive instructions from FSU about performance of Representative duties; and
 - (iv) discuss with NAB 's representative, matters raised by members concerning their employment.
- (c) An accredited FSU Representative has the right to reasonable access to telephone, facsimile, post, photocopying, and e-mail facilities for the purpose of carrying out work as a Representative and consulting with other NAB employees and FSU.
 - (d) Representatives will be allowed reasonable time necessary for the performance of the above functions. Appropriate adjustment may be made to an employee's performance targets for this time and may be reflected in personal performance reviews.
 - (e) At all times, FSU Representatives will ensure that, within reason, there is no disruption or hindrance to employees' work being performed, including their own.
 - (f) FSU Representatives must advise their people leader when they are performing Representative duties.
 - (g) Appointment as an FSU Representative remains in force while the employee is employed at the workplace, unless the authority is rescinded by FSU.
 - (h) Where an employee requires assistance from an FSU Representative, that Representative will be given reasonable time to assist the FSU member. NAB will endeavour to provide an employee with at least twenty four hours notice of any proposed meeting.

61.10 Access to inductions

- (a) The FSU will have access to induction courses convened by NAB for new employees.
- (b) NAB will advise the FSU as far as possible in advance of the date of induction courses. The relevant FSU Organiser and course convenor will discuss the most appropriate time during the induction course for the organiser to address the employees attending or participating.
- (c) The names of the new starters and their branches will be provided to the FSU on the day of the course.
- (d) During the induction, the FSU Organiser may distribute application forms and relevant literature.

61.11 Provision of workplace relations people policies

NAB will provide a copy of Workplace Relations' people policies to the FSU on an annual basis.

62. Joint consultation

- (a) NAB and the NAB-FSU National Enterprise Council will meet on at least three occasions per year to discuss matters relevant to the workplace.
- (b) These joint meetings may include:
 - (i) the provision of information updates on workplace issues;

- (ii) discussion, exploration and consideration of development and change initiatives within NAB; and
 - (iii) the opportunity to make recommendations to key business leaders/decision makers regarding change initiatives within NAB.
- (c) It is recognised that key business leaders will be invited to attend and participate in these meetings. Key business leaders will be encouraged by NAB to attend and participate.
- (d) The FSU may request and NAB will agree to up to three meetings a year between NAB decision makers and FSU workplace leaders for the purpose of consulting on matters of significance to members and NAB.

63. Individual flexibility arrangements

63.1 NAB and an employee covered by this Agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the Agreement if:

- (a) the arrangement deals with one or more of the following matters:
 - (i) arrangements about when work is performed;
 - (ii) overtime rates;
 - (iii) penalty rates;
 - (iv) allowances;
 - (v) leave loading; and
- (b) the arrangement meets the genuine needs of the employer and employee in relation to one or more of the matters mentioned in paragraph (a); and
- (c) the arrangement is genuinely agreed to by NAB and employee.

63.2 NAB will ensure that the terms of the individual flexibility arrangement:

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

63.3 NAB will ensure that the individual flexibility arrangement:

- (a) is in writing; and
- (b) includes the name of NAB and the employee; and
- (c) is signed by NAB and the employee and if the employee is under 18 years of age, signed by a parent or guardian of the employee; and
- (d) includes details of:
 - (i) the terms of the Agreement that will be varied by the arrangement; and
 - (ii) how the arrangement will vary the effect of the terms; and
 - (iii) how the employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and
- (e) states the day on which the arrangement commences.

63.4 NAB will give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed.

- 63.5 NAB or the employee may terminate the individual flexibility arrangement:
- (a) by giving no more than 28 days written notice to the other party to the arrangement; or
 - (b) if NAB and the employee agree in writing—at any time.
- 63.6 NAB will advise the FSU of the number of arrangements made during each 6 month period under clause 63 providing a breakdown of:
- (a) the number of arrangements which deal with each of the matters in sub-clause 63.1(a);
 - (b) the business units to which the arrangements relate;
 - (c) the grade of the employees who have made the arrangements; and
 - (d) the gender of the employees who have made the arrangements.

This information would be provided to the FSU on a strictly confidential basis.

64. Dispute resolution procedure

- 64.1 Where a dispute or grievance about any matters arising under this Agreement or in relation to the NES arises, the following procedure must be followed:
- (a) The issue shall be raised with the immediate People Leader who will attempt to resolve the matter. When meeting with the People Leader, an aggrieved employee may choose to have a representative in attendance.
 - (b) If the matter is not resolved, or discussion with the immediate People Leader is not appropriate, the employee or people leader may raise it with the People Leader's manager and, if applicable, the employee's representative.
 - (c) If the matter is still not resolved, it shall be referred to the appropriate FSU official or other representative and the head of the relevant business unit.
 - (d) If the dispute remains unresolved, the National Office of FSU or other representative shall refer it to NAB's Workplace Relations team.
 - (e) If no agreement is reached at this stage, the issue may be referred to the Fair Work Commission for conciliation.
 - (f) If conciliation does not resolve the matter, then it may be referred to the Fair Work Commission for arbitration.
- 64.2 To facilitate local resolution of grievances and disputes, employees who are members of FSU may seek the assistance of their FSU Representative as part of this process. Nothing shall preclude any FSU member from contacting FSU for assistance, guidance and representation at any stage during these procedures.
- 64.3 Without prejudice to any party involved in a dispute, work shall continue as normal during the dispute process.
- 64.4 Any dispute under the previous Enterprise Agreement replaced by this Agreement (NAB Enterprise Agreement 2016), or the National Employment Standards, that are unresolved at the date of commencement of this Agreement will be progressed under this clause 64.

Signed for and on behalf of **NAB** by its duly authorised representative:

Signature of authorised representative

Name of authorised representative
(please print)
700 Bourke St, Docklands, Victoria, 3008

Date

Signed for and on behalf of the **Finance Sector Union of Australia**:

Geoff Derrick
National Assistant Secretary
341 Queen St, Melbourne, Victoria, 3000
Authorised under rule 49 of the Finance Sector Union's rules to sign industrial agreements.

Date

APPENDIX A – MOBILE BANKERS

1. Introduction

This section outlines remuneration arrangements specific to Mobile Bankers working at NAB.

The arrangements set out in this section replace those included in the National Australia Bank Limited Mobile Bankers Certified Agreement 2006 which was previously set-aside.

2. Fixed remuneration

Mobile Bankers will receive a TEC within a range of 80% to 120% of the market reference.

The actual amount paid to an employee within this range will be determined taking into account skills, experience and local market conditions.

The relevant people leader will advise each Mobile Banker of the basis for determining their TEC having regard to the above factors.

Mobile Banker remuneration will be reviewed based on the market data and their current performance.

3. Review of fixed remuneration

Mobile Banker's fixed remuneration will be reviewed annually against the market.

Following NAB's market rate assessment and prior to finalisation of the annual review, NAB will consult with the FSU and a Mobile Banker representative so that they have input into, and understanding of the data collection procedures used by NAB to determine the remuneration rates.

Information will be made available to the FSU and the Mobile Banker representative so they:

- (a) have an understanding of the methodology adopted in determining market rate outcomes; and
- (b) have an understanding of NAB's position in the relevant remuneration market

Information provided to the FSU and Mobile Banker representative shall remain confidential to all parties.

The minimum TEC for a Mobile Banker will be no less than the Group 2 Floor rate at Appendix D.

4. Incentive payments

Mobile Banker Incentives will be paid in accordance with the Mobile Banker Incentives Plan Guidelines ('the Plan') as amended from time to time.

Where NAB intends to amend the Plan, consultation with the FSU and a Mobile Banker representative will occur.

Any information provided to the FSU and the Mobile Banker representative shall remain confidential to the parties.

Any Mobile Banker who disputes his or her incentive payment can:

- (a) raise the matter with their respective State Manager, Acquisition and Alliances.
- (b) If this does not resolve the matter they can raise it with the Head of Acquisition & Alliances or their delegate.

- (c) Mobile Bankers can access advice and representation from the FSU or another representative of the employee's choice at any stage in this process.
- (d) If the matter still remains unresolved the Mobile Banker can access the Dispute Resolution Procedure in clause 64 of this Agreement.

APPENDIX B – FINANCIAL PLANNERS

1. Introduction

This Appendix outlines remuneration and other arrangements specific to employees engaged by NAB in the NAB Financial Planning business covering Personal Bank and Business Bank. Financial Planning practitioners within Private Bank are excluded from the terms of this Appendix.

2. Definitions

“NAB Financial Planning” will mean the employed financial planning advice business of NAB.

“Policy Statement” will mean the NAB Financial Planning Policy Statements as varied from time to time or any subsequent documents which replace these Statements.

“Practitioners” will mean and include all or any of the following roles in the NAB Financial Planning business: Senior Financial Planners, Business Protection Specialists and Wealth Advisors. Practitioners employed within Private Bank are not covered by the terms of this Appendix.

3. Practitioner remuneration

3.1 Fixed remuneration

Section B, Roles Reward and Recognition of this Agreement applies for the purpose of determining fixed remuneration for Practitioners.

3.2 Variable remuneration

There are two variable remuneration streams available for Practitioners – NAB’s Standard Short Term Incentive Plan (‘STI’) and a Revenue Share Plan.

3.3 Revenue Share Plan

The Revenue Share Plan (‘the Plan’) is based on the following characteristics.

- Participation in the Plan is at the discretion of NAB.
- Each participant will have an Individual Revenue Threshold (‘Individual Threshold’). This Individual Threshold is the level above which a participant will become entitled to Share in Revenue. The Individual Threshold is set at up to 2 times TEC for Senior Financial Planners and up to 1.5 times for BPS
- The Plan is comprised of two payments. These two payments are a Periodic Incentive and an Annual Scorecard Payment.
- Individual periodic incentives entitlement will be no less than 70% of the individual’s year to date revenue split and will be paid less any incentive paid year to date.

Annual scorecard entitlement will be up to 30% of the individual’s year to date revenue split adjusted for actual individual and business performance.

- Revenue Share will be calculated based on the YTD amount of Revenue generated above the YTD Threshold. The rate at which revenue will be shared will be set by the Revenue Share Plan.

4. Advisory Board

4.1 Refer to the Advisory Board Charter.

APPENDIX C - ALLOWANCES

1 Representative Duties

- 1.1 Where an employee is appropriately qualified and required to perform the duties of the nominated:
- (a) Health and Safety Representative; or
 - (b) First Aid Officer,
- shall receive an allowance of \$100 per calendar month.
- 1.2 NAB shall determine the number of First Aid Officers.
- 1.3 The number of Health and Safety Representatives shall be determined in accordance with relevant legislation.

2 Meal allowance

- 2.1 This clause does not apply to:
- (a) an employee in Group 3 or above; or
 - (b) a shiftworker.
- 2.2 An employee will be paid a meal allowance of \$25.65 if they are required to work:
- (a) for more than ten hours (exclusive of meal breaks) on any normal working day (including Saturdays and Sundays if such days form part of their ordinary hours of work); or
 - (b) after 1.00 p.m. on a Saturday or Sunday (where such work is completed outside the employee's ordinary hours of work); or
 - (c) after 1.00 p.m. on a public holiday.
- 2.3 An employee will be paid an additional meal allowance if required to work after 6.00 pm on a day described in 2.2(b) and (c) of Appendix C.
- 2.4 All meal allowance payments are in addition to any overtime or premium rate payments to which an employee may be entitled.
- 2.5 A meal allowance will not be payable in cases where an employee is entitled to the benefit under 9.5 of Appendix C.

3 Shiftworkers meal allowance

When an employee engaged in shiftwork is required to work overtime for more than one hour after the completion of a shift, the employee will receive a meal allowance of \$25.65 in addition to any overtime payment.

4 Relieving or auditing employee

- 4.1 During the period that an employee is relieving or auditing at a branch situated where a district allowance is payable, the employee will be entitled to the higher of:
- (a) the district allowance already received with respect to their existing appointment; or
 - (b) the pro rata allowance payable under Column A of clause 10 of Appendix C (district allowance).

- 4.2 Provided that temporary duties allowance cannot be claimed in addition to the applicable annual district allowance.

5. Private vehicle allowance

- 5.1 An employee required by NAB to use their private vehicle in the performance of duties shall be paid 66 cents per kilometre.
- 5.2 A minimum amount of seven kilometres travelled shall be paid to an employee, other than employees in Group 3 and above, in respect of each return trip from the employee's usual workplace.

6. Stand-by

- 6.1 This clause shall not apply to employees occupying positions in Groups 3 or above.
- 6.2 An employee rostered by NAB to hold himself/ herself in readiness to perform work (including work associated with automatic telling machines), outside their ordinary working hours will be paid a stand-by payment at the following rate:

	\$ per day
Monday to Friday inclusive	20.30
Saturdays, Sundays, public holidays and rostered days off	41.05

- 6.3 Where the major portion of the stand by falls on a Saturday, Sunday, public holiday or rostered day off, the higher rate shall be paid for that day.
- 6.4 An employee rostered on stand-by duty will be reimbursed standard telephone rental plus reimbursement of business calls at the applicable call rate on production of the relevant telephone account at the request of NAB.

7. Call-back

- 7.1 An employee who is rostered to stand by and is recalled to work will be paid in accordance with the following:
- (a) Monday to Friday inclusive for all time worked at time and one half for the first three hours then double time thereafter with a minimum payment for two hours work;
 - (b) On any Saturday, Sunday, public holiday or rostered day off for all time worked at double time, with a minimum payment for four hours work.
- 7.2 In the event of there being multiple call-backs, the number of hours worked will be totalled at the end of each day and payment made in accordance with either:
- (a) the number of hours worked at the appropriate penalty rate; or
 - (b) the appropriate minimum payment referred to in 7.1(a) or (b) of Appendix C, whichever is the greater.
- 7.3 Time spent on each occasion on an employee's journey from home to work and from work to home by the most direct route will be included as time worked.

7.4 Call-back car allowance

- (a) Where an employee is required to use their own car in the above circumstance, they will be paid an allowance as provided by 5.1 of Appendix C. Payment will be calculated on a home to home basis.
- (b) Where the employee uses taxi transport, the fares will be reimbursed in full on production of the relevant receipt.

8. Special duties

8.1 Special duties will be paid if the employee is required to attend:

- (a) an airport, shipping terminal, race meeting, show, sports meeting, theatre, cinema, migrant hostel, charitable appeal or the like, for the purpose of handling money or carrying out banking duties;
- (b) any NAB premises for security reasons or for an emergency after having completed normal duties for the day, or prior to 8.00 a.m. on the following business day;
- (c) he/she shall be paid on each occasion a minimum of:

	\$
on ordinary working days between 8.00 a.m. and 6.00 p.m.	61.80
on Saturdays, Sundays, public holidays and rostered days off.	81.05

8.2 However, no payment shall be made:

- (a) if the attendance for special duties is during or consecutive with the termination of normal duties; or
- (b) the employee is entitled to overtime or premium payments under clause 22 or sub-clause 25.9 or clause 27 of this Agreement in the case of a shiftworker, and the amount payable is greater than the amount payable above.

8.3 An employee shall receive a meal allowance of \$25.65 when recalled for special duties:

- (a) within two hours of completion of duties on a normal working day and is unable for sufficient reason to have a meal at their home between 6.00 p.m. and 8.00 p.m.; or
- (b) on a Saturday, Sunday, public holiday or rostered day off and the period of such special duties (including travelling time) exceeds three hours and covers all that period of time between 12.00 noon and 2.00 p.m.; or
- (c) on a Saturday, Sunday, public holiday or rostered day off and the period of such special duties including travelling time exceeds three hours and covers all that period of time between 6.00 p.m. and 8.00 p.m.

8.4 No payment will be due under this clause where an employee is entitled to payment under 2.2 of Appendix C for the same meal.

8.5 An employee is not entitled to any payment under this clause if:

- (a) payment is made by another party, provided that if a lesser amount is paid by such other party, NAB will be liable only to make up the difference; or

- (b) the recall is the result of the acknowledged fault or omission of the employee who has been recalled.

9. Transfers, travelling and working away from usual place of work

9.1 Notice of transfer

- (a) This clause does not apply to casual employees.
- (b) NAB will give an employee at least one months' notice of its intention to transfer the employee where a change of residence is involved.

9.2 Transfer/removal expenses and reimbursement

- (a) This clause does not apply to casual employees.
- (b) The following provisions only apply to NAB initiated transfers. Payments in circumstances where an employee transfers at their own request are at the discretion of NAB.

9.3 Temporary accommodation expenses

- (a) If NAB requires an employee to transfer, which necessitates the employee changing residence, NAB will reimburse the employee for all reasonable and necessary temporary accommodation costs incurred by the employee and their immediate family (where they are required to accompany the employee) for a maximum of seven nights.
- (b) Should the employee and their immediate family require temporary accommodation in excess of seven nights, the employee is entitled to payments under NAB's rental assistance policy for up to three months, commencing from the eighth night since leaving their previous residence to the time they are able to occupy a permanent place of residence.
- (c) The term **immediate family** includes:
 - (i) spouse (including a de facto spouse) of the employee. A **de facto spouse** means a person who lives with the first mentioned person on a bona fide domestic basis although not legally married to that person; and
 - (ii) child (including an adopted child or a stepchild) who ordinarily resides with the employee and is not older than 21 years of age.
- (d) For the purpose of this clause, the term **temporary accommodation** means a self-contained room/apartment and does not include lodgings with family or friends.

9.4 Furniture and effects

- (a) NAB will reimburse the employee for all reasonable costs of packing, removing, insuring and storing the employee's furniture, furnishings and effects.
- (b) Where an employee has fully furnished their own residence (including leased residence), the employee is entitled to a minimum allowance of \$813 to reimburse incidental expenses connected to the transfer.
- (c) If members of the employee's immediate family must necessarily accompany the employee in the same change of residency, an additional minimum allowance of \$813 will be paid to the employee.

- (d) Where the employee is moving into premises furnished by NAB, the employee is entitled to a minimum allowance of \$446 to reimburse incidental expenses connected to the transfer.
- (e) If members of the employee's immediate family must necessarily accompany the employee in the same change of residency, an additional minimum allowance of \$446 will be paid to the employee.
- (f) No allowance under this clause is payable when an employee is setting up a first home.
- (g) An employee who:
 - (i) occupies a dwelling arranged by NAB as a result of a NAB initiated transfer; and
 - (ii) is required to vacate the accommodation during the term of the employee's appointment; and
 - (iii) is required to vacate for reasons beyond their control is entitled to:
 - (A) all reimbursements specified in 9.3 of Appendix C;
 - (B) all reimbursements specified in 9.4(a) of Appendix C; and
 - (C) an allowance equivalent to one-half of the appropriate allowance payable to employees under 9.4(b), (d) and (e) of Appendix C.

9.5 Travelling expenses and reimbursement

- (a) This clause does not apply to casual employees.
- (b) An employee who travels under instructions from/for NAB will be reimbursed the following travel expenses:
 - (i) air fare (economy class);
 - (ii) other Public Transport (first class-including sleeping accommodation where appropriate);
 - (iii) necessary cab and portage expenses;
 - (iv) any further actual and reasonable expenses incurred while travelling for NAB.
- (c) If the journey involves overnight stop-over/s en route, all reasonable costs of overnight accommodation necessarily incurred by the employee and/or immediate family members making the journey will be reimbursed by NAB.
- (d) If it is necessary for the employee's immediate family to accompany the employee on the journey (but not necessarily at the same time), the employee is entitled to be reimbursed for each immediate family member according to the provisions of 9.5(b) of Appendix C.

9.6 Repatriation of employees

- (a) This clause does not apply to casual employees.
- (b) NAB will pay reasonable removal expenses incurred by an employee who retires or is retrenched from service.

9.7 Temporary duties – travel allowance

- (a) Employees sent on a temporary basis to a location that does not require them to travel away from their usual place of residence overnight are entitled to be reimbursed for reasonable travelling expenses incurred that are in excess of their costs usually incurred in travelling to and from their normal workplace.

9.7 Leave in lieu of travelling time

- (a) This clause does not apply to:
 - (i) employees occupying positions in Groups 3 or above; or
 - (ii) casual employees.
- (b) When NAB requires an employee (other than an employee en route to or from the employee's normal workplace) to travel during the time set out in the table below, the employee will be entitled:
 - (i) to be paid the appropriate leave entitlement at the rate of Ordinary Time, provided such payment is claimed within 4 weeks of entitlement and agreed between NAB and the employee
 - (ii) to take leave as shown in the table below in addition to any other leave prescribed by this Agreement.

When employee is required to travel	Leave entitlement in lieu of payment for travelling during "own" time
On a rostered day off or on a day other than a normal working day.	Equivalent number of days' leave
After 1.30 p.m. on a statutory, gazetted or proclaimed bank half-holiday.	One days' leave
Between 6.30 p.m. on a full normal working day and 8.00 a.m. on the following day where travel time exceeds four hours.	One days' leave
Between 6.30 p.m. on a full normal working day and 8.00 a.m. on the following day where travel time exceeds two hours but is less than four hours.	One half-day's leave
Before 8.00 a.m. on a working day immediately following a non-working day where travel time exceeds four hours.	One day's leave
Before 8.00 a.m. on a working day immediately following a non-working day where travel time exceeds two hours but is less than four hours.	One half-day's leave

- (c) An employee cannot claim leave under this clause in respect of travel which meets two or more of the above situations within a 24 hour period.
- (d) In calculating the time travelled, an employee will be deemed to have completed their journey when they reach their home or accommodation, provided such employee proceeds directly to that home or accommodation.

- (e) Where an employee chooses to travel by a means or route other than the most expeditious available they will be entitled to the additional leave, but only in respect of the time involved in the most expeditious means.

10. District allowances

- (a) An annual district allowance is payable to employees working in nominated locations. A list of locations and relevant allowances is below.
- (b) An employee employed at a branch which is situated in a town or city below will, during the period of employment at such branch, be paid a district allowance and if applicable, a spouse and child allowance at the appropriate rate as set out below.
- (c) A part time employee will be entitled to the appropriate allowance calculated on a pro-rata basis.
- (d) The rates set out below are the district allowances:

Column	Conditions of payment
Column A	The employee is employed at a branch which is situated in a town or city named in Appendix B1 - District allowances, as a result of a National initiated transfer.
Column B = 37.5% of Column A	The employee, other than one covered by Column A, is employed at a branch which is situated in a town or city named in Appendix B1 - District allowances.
Column C = 50% of Column A	The employee has a spouse who has accompanied them on a National initiated transfer.
Column D = 18 % of Column A	The employee (parent or guardian) has a dependant child or children under nineteen years of age accompany them on a National initiated transfer. The allowance is paid in respect of each dependant child under nineteen years of age.

For the purposes of this clause, **dependant** means any person who is not in receipt of a taxable income.

	To an employee, transferred by NAB, employed in a town named in the appendices	To any other employee (37.5% of A)	To the employee for a spouse who has accompanied the employee on a bank initiated transfer (50% of A)	Child allowance for each dependant child under 19 years of age (18% of A)
	Column A (\$ p.a)	Column B (\$ p.a)	Column C (\$ p.a)	Column D (\$ p.a)
Group 1	435	163	218	78
Group 2	633	237	317	114
Group 3	1037	389	519	187
Group 4	1683	631	841	303
Group 5	2456	921	1228	442
Group 6	3336	1251	1668	600
Group 7	4362	1636	2181	785
Group 8	5132	1925	2566	922

**QUEENSLAND
Towns/cities in each group**

Group 1	Group 2	Group 3	Group 4	Group 5	Group 6
Biggenden	Airlie Beach	Atherton	Blackwater	Capella	Blackall
Cairns	Ayr	Emerald	Dysart	Charleville	Cloncurry
Chinchilla	Biloela	Innisfail	Mitchell	Injune	Cunnamulla
Gayndah	Bowen	Malanda	Moranbah	Longreach	Hughenden
Gordonvale	Gladstone	Mareeba	St. George	Tieri S/C	Mt. Isa
Mackay	Goondiwindi	Mossman	Tully		Quilpie
Miles	Ingham	Ravenshoe			
Millmerran	Inglewood	Port Douglas			
Monto	Proserpine			Group 7	Group 8
Munduberra	Roma				
Rockhampton	Tara			Richmond	Thursday Is.
Sarina	Texas			Winton	
Townsville					
Yeppoon					
	Boyne Island				

**SOUTH AUSTRALIA AND NORTHERN TERRITORY
Towns/cities in each group**

Group 1	Group 2	Group 5	Group 6
Port Augusta		Roxby Downs	Casuarina
Whyalla			Palmerston
			Winnellie

Note: The district allowances paid within the Northern Territory is frozen at \$1,766.

**NEW SOUTH WALES AND ACT
Towns/cities in each group**

Group 1	Group 2	Group 3	Group 4	Group 5
Barham	Ardlethan	Lake Cargelligo	Bourke	Cobar
Barraba	Bingara	Nyngan	Walgett	
Berrigan	Bombala	Tottenham		
Coonababran	Condobolin	Wee Waa		
Culcairn	Coonambie			
Finley	Lockhart			
Narrabri	Moree			
Tocumwal	Tumbarumba			
Walcha	Warren			

Note: The district allowance for the A.C.T. is frozen at \$1,766.

VICTORIA
Towns/Cities in each group

Group 1

Goroke

Jeparit

Ouyen

Swifts Creek

WESTERN AUSTRALIA
Towns/cities in each group

Group 1	Group 2	Group 7	Group 8
Corrigin	Esperance	Karratha	Kununurra
Dongara	Gnowangerup	Port Hedland	
Dowerin	Kalgoorlie		
Kellerberrin	Northampton		
Kondinin	Three Springs		
Manjimup			
Wyalkatchem			

APPENDIX D – GROUP FLOOR RATES

Group	TEC			
	1 st full pay period on or after the date of approval of this agreement	1 st full pay period on or after 1 March 2017	1 st full pay period on or after 1 March 2018	1 st full pay period on or after 1 March 2019
Group 3	\$92,414	\$94,262	\$96,147	\$98,070
	TEC			
	1 st full pay period on or after the date of approval of this agreement	1 st full pay period on or after 1 January 2017	1 st full pay period on or after 1 January 2018	1 st full pay period on or after 1 January 2019
Group 2	\$71,190	\$72,614	\$74,066	\$75,547
Group 1	\$51,500	\$51,500	\$53,045	\$54,636

1. Safety-net Facilitation clause – Annual Wage Case

- 1.1 After the outcome of each Annual Wage Review conducted by the Fair Work Commission during the life of the Agreement, NAB will review each Group 1 employee's TRP against each relevant classification under the Award to ensure employees in Group 1 are being paid at least the relevant minimum Award rate. If an adjustment to an employee's TEC is required as a result, the employee will be advised.
- 1.2 At the completion of each review, NAB will share the results with the FSU.

2. Safety-net Facilitation clause

- 2.1 This clause applies only to Group 1 employees who, if they were covered by the Award, would be deemed to be performing shift work and/or work on a public holiday. A reference in this clause to an 'employee' has a corresponding meaning.
- 2.2 The Group floor rates established for each classification have been set to ensure employees are better off overall under this Agreement than under the Award.
- 2.3 Where an employee considers they are not better off overall under this Agreement than under the Award, they may request a comparison of the benefits received for a nominated pay cycle under this Agreement and the benefits which would otherwise be provided under the relevant Award.
- 2.4 Regardless of any request that may be made under clause 2.3, on a quarterly basis NAB will (in respect of each employee) conduct a comparison of the benefits received under this Agreement and the benefits which would otherwise be provided under the relevant Award.
- 2.5 Any shortfall in an employee's total remuneration, which would otherwise be payable in a pay cycle under the Award, will be paid to the employee in the next pay period after the review is completed and the employee will be advised.
- 2.6 At the completion of each quarterly review, NAB will share the results with the FSU.
- 2.7 If the employee and NAB cannot reach agreement on the remuneration which should be paid, the Dispute Resolution Procedure in clause 64 of this Agreement will be followed.

APPENDIX E – 12 HOUR SHIFTS

This Appendix applies to all employees engaged in 12 hour shift work in the Service Operation Team within the Workplace Service Management function.

1. Consolidated allowance

- 2.1 An employee who works a 12 hour shift as an ongoing arrangement shall receive an allowance of 40% of their Total Remuneration Package, capped at 40% of the Group Floor Rate for Group 2.
- 2.2 This allowance will be paid during periods of paid leave with the exception of long service leave, bank extended leave and parental leave.
- 2.3 This allowance will apply and is in lieu of:
 - (a) Shift allowances;
 - (b) All premium payments, including payments for weekends and public holidays worked as part of their rostered regular hours;
 - (c) Annual leave loading.

2. Breaks

Each employee who works a 12 hour shift will be entitled to a thirty minute unpaid meal break at the end of each five hours and two additional fifteen minute breaks during the course of each shift.

3. Annual leave

- 3.1 An employee who is regularly rostered to work on Sundays and public holidays as part of their ordinary hours will be granted additional annual leave in accordance with sub-clause 39.2(b)(ii).
- 3.2 Each employee shall have the ability to take up to 10 single days annual leave per annum by agreement with their manager/team leader.

4 Leave entitlements

All leave entitlements shall be converted to hours and apply on the basis that a day is 12 hours rather than 8.

5 Rostered days off – Group 1 and 2

- 5.1 A schedule of rostered days off will be developed for each team.
- 5.2 This schedule will be set for each shift at the beginning of the four week cycle and this may only be altered by agreement between the employee and team leader.
- 5.3 By genuine agreement, employees may accrue a maximum of up to two RDOs at any one time.
- 5.4 Where an employee requests, and it is genuinely agreed, RDOs may be cashed out at single time.
- 5.5 If an employee agrees with their team leader to work on an RDO, they may be paid double time for all hours, with a minimum payment for four hours work.

6 Overtime

- 6.1 It is the intention of the parties that overtime will be avoided wherever possible.
- 6.2 Where it is necessary it will only be worked with the agreement of the employee.

6.3 Employees are required to have a minimum 10 hour break between working shifts.

7 Christmas Day/Good Friday

7.1 NAB will provide a minimum staffing structure on Christmas Day and the Easter period and will endeavour to meet the requests of employees rostered on those times to spend time with their families.

7.2 If an employee is required to work on one of these days they will receive preference to be rostered off the following year.

8 Travel

Where an employee believes they require taxi transport home because of fatigue associated with the performance of the 12 hour shift operation, the employee may apply to their team leader. Appropriate arrangements shall not be unreasonably withheld.