

WBC Group Enterprise Agreement 2019

Source: Clause 42, Westpac Group Enterprise Agreement 2019

Note: Some of these arrangements may not apply if you are employed by Asgard, BTFG, WFCL or WGIS

Packaging in the Westpac Group and your Enterprise Agreement

It is a common belief among members in the Westpac Group that if you are on a salary packaging arrangement the Westpac Group Enterprise Agreement 2019 ceases to apply to you. This is not the case, the Agreement still applies to you and is as important to packaged staff as unpackaged staff.

Packaging arrangements

There are two different categories of packaging.

The first is **Package One**, which usually applies to grade 4 and 5 roles. The second is **Package Two**, which usually applies to grade 3 and selected grade 2 roles. The information contained in this fact sheet also applies to packaged specialists except where noted.

As part of the packaging arrangement, some clauses in the Agreement are excluded and won't apply to you. Most exclusions relate to allowances because the idea of packaging is that your salary 'package' includes entitlements that you would otherwise receive if you weren't on a package.

Fixed Pay increases

Under the Agreement annual fixed pay increases are determined by your salary rather than whether you are packaged or not.

To be eligible for the pay increases you need to meet the following:

- ♦ have no more than one **"Behaviour is not consistent with our expectations. Improvement is needed in the coming quarter"** outcome recorded in your Motivate quarterly conversations;
- ♦ be up to date with the compulsory training required for your role;
- ♦ not be on formal performance management;
- ♦ earn a salary within the ranges of clause 5.3 of the Agreement, if you are in Tier 1 or 2. Note: Fixed Pay Increases for Tier 3 employees are provided for in a side letter agreed between the FSU and Westpac.

	Fixed pay increase on 1 Jan '19		Fixed Pay increase on 1 Jan '20		Fixed Pay increase on 1 Jan '21	
Tier 1	up to \$82,500	3.25%	up to \$85,185	3.25%	Up to \$87,954	3.25%
Tier 2	\$82,501 - \$106,500	2.25% (with discretion to pay more)	\$85,186 - \$109,000	2.25% (with discretion to pay more)	\$87,955 - \$111,500	2.25% (with discretion to pay more)
*Tier 3	\$106,501 - \$160,000	Distribution of 2% pool of funds	\$109,001 - \$163,200	Distribution of 2% pool of funds	\$111,501 - \$166,500	Distribution of 2% pool of funds

*See FSU Tier 3 pay increases fact sheet for more information.

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Packaged pay ranges

Package One:

The minimum rate of annual fixed pay is one dollar below the minimum rate for unpackaged grade 4. For 2019 the minimum and maximum rates for Package One are \$79,702 - \$102,709.

Package Two:

Grade	Minimum from 1 January 2019	Maximum from 1 January 2020
2	\$66,839	\$87,641
3	\$79,653	\$100,757

Note: The above minimums do not apply to packaged specialists. The minimum rate for a packaged specialist is \$65,898 increased yearly in line with Level 6 employees in the BFI Award. Under the Agreement, packaged specialists can raise any concerns they have about their fixed pay.

Hours of work

According to the Agreement, packaged employees are required to work additional hours to fulfil the requirements of their role, **however they will only be expected to work reasonable additional hours which are consistent with the National Employment Standards contained in the Fair Work Act.**

In determining whether additional hours are reasonable or unreasonable, the following must be taken into account:

- any risk to employee health and safety;
- the employee's personal circumstances, including family responsibilities;
- the needs of the workplace or enterprise;
- whether the employee is entitled to receive overtime payments, penalty rates or other compensation for (or a level of remuneration that reflects an expectation of) working additional hours;
- any notice given by the employer to work the additional hours;
- any notice given by the employee of his or her intention to refuse to work the additional hours;
- the usual patterns of work in the industry;
- the nature of the employee's role and the employee's level of responsibility any other relevant matter.

Package One employees

Ordinary hours of work for Package One employees excluding breaks should be:

- An average of 152 hours over the 4 week cycle;
- Up to 10 ordinary hours in a day, or 50 hours in a week.

However certain loadings that are payable for time worked during ordinary hours under the Agreement do not apply to Package One employees.

Package Two employees

Ordinary hours for Package Two employees, excluding breaks should be:

- An average of 152 hours over the 4 week cycle
- Up to 10 ordinary hours in a day, or 50 hours in a week

Certain shift loadings may also apply under the Agreement. You can also expect payment or time off in lieu if you work on a public holiday, but overtime payments do not apply.

**See FSU Hours of Work fact sheet for more information.*

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Performance Objectives

Crucially, the parts of the Agreement that deal with setting and assessing performance objectives still apply to all packaged staff and provide that:

- Performance Objectives will be fair and transparent;
- The Bank will let you know your performance objectives at the beginning of the performance period.

Also, in setting and assessing performance objectives, the factors that will be taken into account include but are not limited to:

- | | |
|-------------------------|-----------------------------|
| ◆ Market factors | ◆ Your experience |
| ◆ Staffing levels | ◆ Your anticipated absences |
| ◆ Provision of training | ◆ The needs of the business |

In addition, approved absences from your normal duties must to be taken into account if it has materially impacted your performance rating.

**See FSU Performance Objectives fact sheet for more information*

Staffing

Staffing provisions apply to all packaged employees and provide that:

- The Bank keep workplaces fully staffed in line with staffing methodologies, which will be regularly reviewed;
- Relevant local factors including staff experience, market demographics, business opportunities and the Bank's obligations under the Agreement must be taken into account;
- All reasonable steps will be taken to fill vacant positions promptly consistent with business needs;
- Appropriate coverage is provided to cover staff absences.

Dealing with disputes

Any packaged employee who is covered by the Agreement can dispute a matter arising from the Agreement or the National Employment Standards.

**See FSU Dealing with disputes fact sheet for more information*

General Inclusions for Package One and Two

The majority of the general terms in the Agreement apply to you and are enforceable entitlements for packaged staff including:

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|---------------------------------------|------------------------------------|
| ◆ Annual leave and Annual payment | ◆ Domestic violence leave |
| ◆ Personal leave | ◆ Grandparental Leave |
| ◆ Parental leave | ◆ Compassionate leave |
| ◆ Long Service Leave* | ◆ Transition to retirement |
| ◆ Flexible work arrangements | ◆ Paid Lifestyle and Wellbeing day |
| ◆ Consultation about workplace change | ◆ Redundancy provisions |

**In accordance with SA or NT legislation for preserved arrangement employees which includes Bank SA staff*

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Packaging in the Westpac Group and your Enterprise Agreement (Con't)**Allowances - Package One and Two:**

- ◆ Higher duties (except specialists)
- ◆ Car Allowance
- ◆ Removal allowances
- ◆ Preserved District Allowance
- ◆ Leasing allowances

Allowances - Package Two only:

- ◆ Travelling time
- ◆ Incidental travel Expenses
- ◆ Public holidays
- ◆ Shift work

**See FSU Allowances fact sheet for more information*

General exclusions Package One and Two:

- ◆ Automatic pay increase on promotion
- ◆ Emergency recall allowance
- ◆ Stand-by allowance
- ◆ Meal allowance
- ◆ Rostered days off
- ◆ Pay increases if your pay is above the ranges in the Agreement
- ◆ Agreement to work additional hours
- ◆ Breaks between days or shifts
- ◆ Overtime
- ◆ Breaks between shifts for shift work employees

Package One exclusions:

In addition to the above if you are on a Package One arrangement the following parts of the Agreement do not apply:

- ◆ Travelling time allowance
- ◆ Loadings during Ordinary Hours
- ◆ Incidental travel expenses
- ◆ Public Holiday loadings; time off in lieu; or substituted days