

ENTERPRISE AGREEMENT

NO: E.A. 321 /199~~4~~3

DATE REGISTERED: _____

PRICE: \$ 78-00

NEWCASTLE PERMANENT BUILDING SOCIETY

STAFF AGREEMENT

Preamble

- 1.1 This Agreement (the 'Agreement') shall be described as the Newcastle Permanent Building Society Staff Agreement 1993.

Parties Bound

- 1.2 This Agreement shall be binding upon the Newcastle Permanent Building Society and the group of companies listed in Schedule One (the 'Society'), and all Employees who are employed by the Society (the 'Employees'), being employees engaged under the *Clerks' (Permanent Building Societies) (State) Award* and employees who are not the subject of any Award.

Representation

- 1.3 This Agreement has been made between the Society and a Works Committee elected pursuant to the *Industrial Relations Act 1991*, which shall be the sole representative of the Employees covered by this Agreement.

Application

- 1.4 This Agreement, to the exclusion of all Orders, Awards or Industrial Agreements shall regulate the conditions of employment of the Employees.
- 1.5 This Agreement may be altered in accordance with the *Industrial Relations Act 1991* (as amended from time to time), or by agreement between the Society and the Employees, evidenced by a vote taken in accordance with the provisions of the *Industrial Relations Act 1991*.
 - 1.5.1 Nothing in this Agreement limits the application to any employee of any of the provisions of the Annual Holidays Act 1944, the Long Service Leave Act 1955 or the parental leave provisions under Part 2, Division 3 of the Industrial Relations Act 1991 and the terms of this Agreement are supplemental to the provisions of those Acts.

Exclusions

- 1.6 The provisions relating to Overtime, Hours of Work and Allowances do not apply to Senior Staff and Managers, except where otherwise agreed in writing between those Employees and the Society.

Term of this Agreement

- 2.1 This Agreement shall commence on 1 July 1993 or so soon thereafter as it shall be registered as an Enterprise Agreement pursuant to the *Industrial Relations Act 1991*.
- 2.2 The term of this Agreement shall be a period of 2 years from the date of its commencement.
- 2.3 Until it is either terminated in accordance with the provisions of the *Industrial Relations Act 1991* or replaced by a further agreement between the parties, the provisions of this Agreement shall remain in force and shall continue to regulate the conditions of employment of all the Employees.
- 2.4 Copies of the Agreement will be made available to all Employees.

Aims and Objectives of the Agreement

- 3.1 The aim of the Agreement is to:
 - 3.1.1 specify and record the minimum salaries, wages and conditions of employment of the Employees;
 - 3.1.2 specify and record the procedures for the resolution of disputes between the Society and the Employees; and
 - 3.1.3 enable the Society and the Employees to receive ongoing benefits from enterprise bargaining within the Newcastle Permanent Building Society and its Group of Companies.
- 3.2 The Society has established a reputation for efficiency and service founded on a solid base of absolute financial security.
- 3.3 Through participation, team work and a shared vision for the future, the Society and the Employees will continue to achieve real, sustainable and measurable productivity gains.
- 3.4 This Agreement will establish a foundation to allow Employees greater flexibility and provide more opportunities to become highly skilled in an endeavour to further the mutual goals of the Society and its Employees.
- 3.5 Together the Society and the Employees aim to enhance the philosophy already adopted by the Society and the Employees.
- 3.6 Together the Society and the Employees will:

- (a) Create a culture where there is an understanding of the relationship between productivity improvement and benefits to both Society and Employees.
- (b) Improve all productivity measures such as quality, technology, cost, work organisation, product and service delivery.
- (c) Provide a training facility and education assistance program to improve career opportunities and job enrichment.
- (d) Establish participative and consultative processes which encourage Employees to overcome any barriers to productivity improvement and communication.
- (e) Implement performance improvement programs which have attainable standards so that achievable targets can be established, understood and agreed.

3.7 The aim of the Society for the future is to continue to:

- Fulfil people's aspirations of home ownership by providing a consistent and affordable source of finance.
- Promote attractive savings and investment opportunities backed by the Society's financial strength and security.
- Continue to provide the highest quality and convenience of customer service.
- Generate a level of profit capable of ensuring a strong independent regional financial corporation.
- Proudly accept our social responsibility as a caring and concerned corporate citizen.
- Develop a workforce with the necessary skills to provide products and services on a consistent basis to ensure our continued success and prosperity.

3.8 To achieve these objectives, the Society believes that:

- Employees should be involved in making decisions in their work areas.
- Employees should have opportunities to develop their potential within the framework of the Society.
- Employees should benefit from the success of their efforts.

- There should be a willingness to endorse flexibility of jobs and duties.

Definitions

- 4.1 'Agreement' is defined in Clause 1.1.
- 4.2 'Cashier's Performance Allowance' is defined in clause 8.39.
- 4.3 'Confidentiality Agreement' is defined in clause 6.11.
- 4.4 'Day' is any calendar day.
- 4.5 'Employees' is defined in clause 1.2.
- 4.6 'Full Time Employee' is defined in clause 9.1.2.
- 4.7 'Casual Employee' is an Employee who is not a Part Time nor a Full Time nor a Permanent Employee.
- 4.8 'Inconvenience Benefit' is defined in clause 8.56.
- 4.9 'Normal Day' is any period of seven hours or more worked by an Employee during one calendar day.
- 4.10 'Normal Hourly Rate' is the rate of pay of an Employee determined by dividing their normal rate of pay by their Ordinary Hours.
- 4.11 'Normal Operating Hours' is defined in clause 9.2.1.
- 4.12 'Ordinary Hours' is defined in clauses 9.1.2 and 9.1.3.
- 4.13 'Part Time Employee' is one whose Ordinary Hours are less than 38 per week and who is not a Casual Employee.
- 4.14 'Permanent Employee' is any Employee who is not a Probationary Trainee, or a Casual Employee.
- 4.15 'Probationary Trainee' is defined in Clause 7.7.
- 4.16 'Society' is defined in clause 1.2.
- 4.17 'Week' is a calendar week.
- 4.18 'Year' is a calendar year.
- 4.19 'Productivity Superannuation Fund' means the Our Town Newcastle Permanent Staff Plan Superannuation Fund.

- 4.20 'Senior staff' are Employees, above the level of Supervisor, whose positions require special knowledge and skills reflected in his or her salary level.
- 4.21 'Trainee' is defined in clause 7.11.

SOCIETY EXPECTATIONS OF ITS STAFF

Product Knowledge

- 5.1 Every Employee is required to meet certain minimum standards of product and job knowledge as described in their career path and job structures.
- 5.2 These standards will form part of regular evaluations and performance appraisals. The Society will provide formal training and on the job experience which will assist in helping Employees achieve these standards.

Customer Service Standards

- 5.3 The Society prides itself on offering a very high standard of customer service. As part of the team, Employees will be expected to ensure that this excellent record is maintained and enhanced.
- 5.4 At all times Employees will be expected to:-
- 5.4.1 Display a warm and friendly attitude
 - 5.4.2 Display their name badge and to introduce themselves over the telephone.
 - 5.4.3 Be attentive to customer requirements
 - 5.4.4 Use customers' names
 - 5.4.5 Be positive in everything they do
 - 5.4.6 Refer when unsure.
 - 5.4.7 Have patience
 - 5.4.8 Listen
 - 5.4.9 Smile - (it costs nothing)

Personal Qualities

- 5.5 Personal qualities required of all Employees include:-

- 5.5.1 Dress and Appearance - Must be clean and neat at all times. Where provided, the uniform is to be worn in accordance with Society guidelines.
- 5.5.2 Communication - should be clear, pleasant and without slang or offensive language.
- 5.5.3 Punctuality
- 5.5.4 Reliability and dependability
- 5.5.5 Enthusiasm and hard work
- 5.5.6 A desire to perform to the best of their ability in all aspects of employment
- 5.5.7 Diligence
- 5.5.8 Loyalty
- 5.5.9 Honesty
- 5.5.10 Confidentiality

Personal Skills

- 5.6 Employees will be required to display those skills which ensure that the customers of the Society receive the best service the Society is able to offer. These include:-
 - 5.6.1 The ability to form a rapport with both customers and fellow Employees.
 - 5.6.2 The ability to handle competently problems within the guidelines of Society policy.
 - 5.6.3 The ability to work as part of a team, accepting appropriate responsibilities and being accountable.
 - 5.6.4 The willingness to not only handle the quantity of work set, but to maintain a high standard of quality in the performance of their duties.
 - 5.6.5 The desire to show initiative and to strive for continual improvement.
 - 5.6.6 The ability to accept constructive criticism, and to respond accordingly.
 - 5.6.7 The ability to communicate with customers, fellow Employees and superiors.

5.6.8 The willingness to follow directions, policy decisions and Society guidelines as required.

Customer Skills

- 5.7 Every position within the Society requires a high degree of customer skills
- 5.8 Where specific skills are required as an integral part of the job, such skills will be explained and levels of expertise will be determined as part of that position.
- 5.9 Competence in the care and use of Society equipment is expected of every Employee. Training will be available to ensure Employees have the necessary skills for this purpose.

General Product & Society Knowledge

- 5.10 Each Employee will be required to have some general knowledge of the Society, its history, predominant investment and loan products, and its internal staff structure. Training will be available in these areas.
- 5.11 Other activities, including internal mail procedures, stationery usage and telephone techniques need to be understood and followed by each Employee.
- 5.12 The role and function of each Department and Branch will need to be understood and followed by each Employee.

Security & Emergency Procedures

- 5.13 Once trained, Employees are expected to know, understand, and follow the Society's policies in the areas of:-
 - 5.13.1 Hold up and Robbery
 - 5.13.2 Blackouts or power failures
 - 5.13.3 Emergency evacuations (eg earthquakes, fire drills, bombthreats etc.) and assembly areas
 - 5.13.4 Cash handling
 - 5.13.5 Customer information and privacy
 - 5.13.6 Society records and files
 - 5.13.7 Telephone usage
 - 5.13.8 Entry, Lockup and Alarm requirements

5.13.9 Emergency numbers

- 5.14 Special consideration will be paid to enhancing security arrangements. In particular, Employee safety during robberies or attempted robberies will be given the highest priority. Security measures such as silent alarms, automatic cameras and security codes as well as appropriate training will be provided.

GENERAL CONDITIONS of EMPLOYMENT

Labour Flexibility

- 6.1 This Agreement will enable the Society to continue to offer its services and products as required by the market in which we operate. Our continued success in this endeavour is largely dependent on our ability to meet swiftly all changes as and when they occur. Flexibility of work conditions is an integral part of that ability.
- 6.2 Every Employee shall attend at any place of work determined to be in the best interests of the Society, but the Society agrees to consider the personal preferences and abilities of each Employee in making any such determination.

Amenities

- 6.3 The Society agrees to provide ingredients (including coffee, tea, milk, sugar and boiling water) and utensils and where practicable, a suitably equipped staff room with a refrigerator for the Employee's use during meal and tea breaks.

Training

- 6.4 The Society acknowledges its obligation to train Employees and places great importance on this. Training is, and will continue to be, a major strategic tool of the Society. Acquiring technical skills as well as job and product knowledge is a central focus of Human Resources, and their evolution into Personal Development courses, particularly for Supervisors, Managers and other Senior Employees will continue.

Education Assistance Program

- 6.5 The Society recognises the importance and value of further training and while it offers an extensive range of "in-house" programs, it is acknowledged that certain appropriate external studies may also benefit both the Society and individual Employees.
- 6.6 In support of this the Society will reimburse course fees and provide subsidies for text book purchases under the following conditions:-

- 6.6.1 The Employee must have a minimum of 2 years service.
 - 6.6.2 The course must be relevant to the needs of the Society, as determined by the Society and must also be relevant to the Employee's position and/or career path.
 - 6.6.3 Reimbursement of fees will be made only after the successful completion of the year or term for which the fees apply.
 - 6.6.4 Text book subsidies are based on 50% of cost and when those texts are no longer required by the student they become the property of the Society. These texts will form part of the Society library and may be made available to any Employee.
- 6.7 Participation in this Education Assistance Program will only be agreed to where:-
- 6.7.1 the Employee's level of work performance remains high;
 - 6.7.2 the Employee passes the appropriate examinations and assessments; and
 - 6.7.3 the course of study is of relevance to both the Employee's career path and the interests of the Society.

Affirmative Action, Equal Employment Opportunity and Anti-Discrimination

- 6.8 The Society has long regarded itself as an equal opportunity employer. Employment and promotion will be given to the best person for the position, regardless of sex, race, religion or political persuasion. The Society will not tolerate any form of discrimination from any Employee towards any fellow Employee or towards any customer.

Security

- 6.9 Security is crucial to the Society's existence. Security relates to all facets of Society work including cash resources, premises, assets, property of members, member information and company details.
- 6.10 Breach of Society Security can result in instant dismissal as well as legal proceedings.

Privacy and Confidentiality

- 6.11 At the time of their induction Employees are required to sign a 'Confidentiality Agreement' designed to protect the Society, its members and their dealings from any unauthorised disclosure. This Confidentiality Agreement will continue to be enforceable even after an Employee leaves the Society's employ. The Society will pursue all options available to ensure

complete compliance with this Confidentiality Agreement. Employees will be expected to reconfirm these principles as part of their annual assessment and appraisal.

Cash Handling Responsibilities

- 6.12 Security of cash and the following of proper cash handling procedures is of the utmost importance. The Society has strict guidelines with regard to this matter and any failure or deviation from these guidelines will be viewed as very serious and may result in termination of employment.

Evaluations and Performance Appraisals

- 6.13 Reviews of Employee performance, skill levels and job knowledge forms an integral part of monitoring Employee training requirements, assessing standards of customer service, highlighting an individual's strengths and weaknesses as well as being an invaluable aid in determining career paths and disciplinary reviews.
- 6.14 Evaluations are conducted at least annually for all Employees. More frequent appraisals are conducted during probationary and trainee periods as well as for those Employees undergoing an employment review.
- 6.15 During the initial probation period a Probationary Trainee will be regularly evaluated and his or her performance appraised. Failure to meet Society expectations will require a review to determine whether that Probationary Trainee will be accepted as a permanent Employee.
- 6.16 Where Society expectations are not met in any normal appraisal, the Employee will be required to undergo additional training with a further evaluation required to measure improvement. Where the required level of improvement is not evident the Employee's suitability to this form of employment will be reviewed.
- 6.17 The successful completion of the appropriate performance evaluations and reviews, together with consultations with managers, will play a large part in any future consideration for promotion, salary review or merit payment.

Uniforms

- 6.18 The Society agrees to provide a set uniform issue to those Employees who are deemed appropriate, at no charge to the Employee.
- 6.19 A once only \$50 deposit is required from all Employees who receive such an issue. This is refundable upon leaving the Society's employ. At the discretion of the Society, the amount of the refund is dependent on the number of items returned, their condition and cleanliness. The amount of the refund will not

be affected by damage arising from fair wear and tear. The \$50 deposit will be deducted from the Employee's salary at the rate of \$10 per week.

- 6.20 Probationary Trainees will receive one of each item of the standard uniform issue. They will be eligible to purchase additional items, should they wish, following the successful completion of their probationary period.
- 6.21 The uniform will be reissued at approximately 12 to 15 month intervals. The nature of the reissued items will be left to the individual Employee's decision, however such free reissues will be limited to a determined value set by the Society. Additional items sought by Employees above that limit must be purchased by the Employee. Purchases will be deducted from the Employee's salary at the rate of \$10 per week.
- 6.22 All uniform purchases are made under a lease arrangement and all items of uniform remain the property of the Society and must be returned when an Employee leaves the Society's employ. Where an item purchased is less than 12 months old the Society will reimburse the Employee at a proportional rate for the remaining period of time up to the maximum of 12 months providing the item is returned in a clean, reusable condition.
- 6.23 Care and maintenance of uniforms is the responsibility of each Employee. The Society cannot accept responsibility for items damaged by Employees not following the manufacturer's care instructions.
- 6.24 Employees who take parental leave must return all items of uniform when commencing that leave and will be provided the appropriate refund of deposit monies held. Those items returned will be held aside until the Employee returns to permanent employment or he or she resigns.

Uniform Dress Code

- 6.25 Branch and Department managers are responsible for ensuring that their Employees wear the correct uniform in accordance with the Society Dress Code. Employees are required to wear the correct uniform during working hours. If Employees wear the uniform to and from work or during their meal breaks then they must wear the full uniform in accordance with the dress code. An exception to this would be the wearing of appropriate walking shoes for those who walk to work and appropriate inclement weather protection.
- 6.26 Appropriately toned underwear must be worn at all times and the white dress cannot be worn without a minimum of a half slip.
- 6.27 Shoes worn with the female uniform must be of a plain black court style with a sensible heel height. Plain black shoes must be worn with the male uniform.
- 6.28 Inappropriate or outlandish accessories are not permitted.

- 6.29 When an Employee requires maternity wear, the Society will supply the appropriate maternity dresses or if the Employee elects, she may provide her own maternity dress at their expense. To be in keeping with the Society image such a maternity dress must be in the style of a plain black pinafore and be designed to be worn with the Society blouse and scarf. No other style or combination will be accepted.

Termination/Resignation

- 6.30 Employees are encouraged to give as much notice of resignation as possible. The Society requires a minimum notice in writing of 1 calendar week.
- 6.31 The Society recognises that once the decision to leave has been made it is often appropriate to make the break as quickly as possible. Accordingly, the Society at its discretion may offer 1 week's salary in lieu of notice.
- 6.32 Where the introduction of mechanisation or technological change will result in an Employee, of more than twelve months service, being no longer required, and where retraining is not possible the Society agrees to provide that Employee with a minimum of 3 month's notice or the equivalent pay in lieu.
- 6.33 In accordance with the provisions of this Agreement and the appropriate legislation the Society shall on the return of all keys, passes, items of uniform, security codes, combinations, motor vehicles, cash shortage payments and any other items of property belonging to the Society, and the finalisation of staff accounts and renegotiation of staff loans, provide the following:-
- 6.33.1 A Termination Salary Statement fully detailing all monies owed.
 - 6.33.2 A cheque for all salary owed after allowing for any outstanding deductions.
 - 6.33.3 Certificate of Service.
 - 6.33.4 Social Security Termination Notice if required.

Grounds for Instant Dismissal

- 6.34 The Society may instantly dismiss an Employee who engages in:
- 6.34.1 Criminal Misconduct
 - 6.34.2 Intentional breach of Society security
 - 6.34.3 Unseemly behaviour
 - 6.34.4 Dishonesty or dishonest behaviour

6.34.5 Intentional breach of a fundamental term of this Agreement

6.34.6 Working while intoxicated or under the effects of drug abuse.

Society Career Path Structures

- 7.1 In an endeavour to provide Employees with the incentive to develop and to progress further through the organisation, a career path structure has been implemented up to and including the level of Branch/Department Manager. The Society's specialist positions beyond that level make career path description difficult and complex. The Society has decided it should simplify and clarify the career paths of its Employees so as to provide performance benchmarks by which Employees can judge their own achievements. This will also provide certainty for those Employees who wish to advance their careers within the Society.
- 7.2 Under this Agreement there may be up to seven levels which will apply to Employees (up to and including Manager level), whether in head office or the branches.
- 7.3 Additional weekly merit/performance payments may be paid to individuals up to and including the level of Supervisor, whose responsibilities, talents, achievements, performance or status make it appropriate.
- 7.4 All promotion will be based entirely on merit and subject to the successful completion by the Employee of an appropriate assessment and performance evaluation.
- 7.5 All positions within the Society's career path rely on continued proven performance and ability at each level. Any failure to meet the required minimum could result in an Employee moving back to a lower level. Such a move would see all associated recognition, salary and benefits alter accordingly.
- 7.6 The Society wishes to acknowledge those Employees who have added their valuable contribution to the Society's success over many years. Accordingly the Society will present Certificates of Service for any Employee with continuous employment exceeding 10 years. Such recognition will be confirmed for each 5 year period thereafter.

Probationary Trainees

- 7.7 Upon joining the Society all Employees undergo a minimum 3 month probationary period. During this period their skills, abilities and potential suitability to the position are assessed. The Employee engaged in this probationary period is known as a 'Probationary Trainee'.

- 7.8 Probationary Trainees will not be issued with a name badge nor be expected to take complete responsibility for any cash in their keeping.
- 7.9 During their probationary period, Probationary Trainees will be required to undergo a series of evaluations and performance appraisals to determine their suitability to the position.
- 7.10 A Probationary Trainee may cease employment at any time within the first three months of their employment, by their own choice or if they fail to meet the Society's expectations concerning their behaviour, attitude, job skill levels or any other matter.

Trainee Branch or Clerical Assistant

- 7.11 Following the successful completion of their probationary period, Probationary Trainees may be appointed as a Trainee Branch or Trainee Clerical Assistants. An Employee so appointed shall be known as a 'Trainee'.
- 7.12 Trainee Branch or Trainee Clerical Assistants, while regarded as Permanent Employees, will still be required to continue their training and will have their performance and skills regularly monitored and assessed.
- 7.13 Trainee Branch and Trainee Clerical Assistants will be issued with a name badge and be held accountable for cash in their keeping.
- 7.14 By the end of their first year of service Trainee Branch and Trainee Clerical Assistants will be expected to undergo a complete evaluation and performance appraisal.

Branch or Clerical Assistants

- 7.15 On completion of the appropriate evaluation and performance appraisal, and following the expiration of the first 12 months of employment or such other period as deemed necessary by the Society, an Employee may be promoted to a Branch or Clerical Assistant.
- 7.16 During this phase of his or her career path, Employees are expected to consolidate his or her basic job and product knowledge and to demonstrate his or her willingness to progress to more specialised areas.
- 7.17 By the end of his or her second year of service all Employees will be expected to undergo a complete evaluation and performance appraisal.

Advanced Branch or Clerical Assistants

- 7.18 Upon the satisfactory completion of an appropriate evaluation and performance appraisal, and following the expiration of a twelve month period as a Branch or Clerical Assistant, or such other period as deemed necessary by

the Society, an Employee may be promoted to Advanced Branch Assistant or Advanced Clerical Assistant.

- 7.19 The attainment of the level of Advanced Branch or Advanced Clerical Assistant is an eventual minimum requirement of all Employees. At this level the Employee will have demonstrated a complete understanding of the appropriate Society Policies and Procedures and will be acknowledged as possessing the necessary skills and product knowledge to competently handle the majority of situations.

Branch or Department Supervisors

- 7.20 Upon the satisfactory completion of an appropriate assessment and performance evaluation, an Employee who has served a minimum of two years employment with the Society, and has obtained the level of Advanced Branch or Advanced Clerical Assistant, shall be eligible for promotion to the position of Branch Supervisor or Departmental Supervisor.
- 7.21 Promotion to the level of Supervisor is based completely on performance and merit as well as a potential ability to appropriately manage the work of others.
- 7.22 Internal advertisements will be placed for all Supervisor positions, however the Society reserves the right to consider and if appropriate appoint Employees who do not meet the above length of service criteria. This is not envisaged as a frequent occurrence, but it would be inappropriate to ignore any special skills or previous experience held by a more recently acquired Employee.

Assistant or Trainee Branch or Department Managers

- 7.23 Promotion to the level of Assistant or Trainee Manager is based completely on performance and merit as well as an ability to appropriately manage the work of others.
- 7.24 It is expected that staff of the level of Supervisor would be among the candidates for such positions, however the Society reserves the right to consider and if appropriate appoint any Employee whom it considers meets the necessary criteria for this introductory management position.
- 7.25 Where appropriate external applicants may also be appointed.

Branch or Department Managers

- 7.26 Promotion to the level of Branch or Department Manager is based completely on performance and merit as well as an ability to appropriately manage the work of others.
- 7.27 It is expected that staff of the level of Trainee Manager, Assistant Manager or Supervisor would be among the candidates for such positions. The Society,

however, reserves the right to consider, and if appropriate, appoint any Employee whom it considers meets the necessary criteria for this management position.

7.28 Where appropriate external applicants may also be appointed.

Transfers Between Society Departments and Branches

7.29 Although not all positions are immediately interchangeable, nothing in this Agreement should prevent an appropriate Employee with the requisite skills and experience from being able to change positions between these areas. In fact the career path structure provides for level tiers to facilitate such career moves.

Conversion between Full-time, Part-time and Casual

7.30 Where a Permanent Full-Time Employee, by mutual agreement with the Society reduces his or her normal weekly hours to less than thirty eight (38), he or she shall be able to do so without loss of service in regard to long service leave and may continue to belong to the Productivity Superannuation Fund.

7.31 The preceding clause will also apply to Employees who convert from Permanent Part-Time to Permanent Full-Time employment.

7.32 Because of the differences in the employment structure of Casual Employees, any Permanent Employee seeking to change to a casual position will be required to formally resign from the Society. Such a resignation will affect long service provisions although Productivity Superannuation Contributions may be allowed to continue. Any further contributions will be in accordance with the Employee's new status.

Job Sharing

7.33 It is acknowledged that where possible and appropriate the Society will allow 'Job Sharing'. Under this Agreement such arrangements will be available only for sharing a full 38 hour week. The Society reserves the right to determine which positions are suited for such an arrangement and what those shared arrangements will be.

7.34 The hours of work must be suitable to all parties and each sharer will be responsible to relieve or cover the absences of the other. This will be a permanent position and each sharer shall be entitled to the normal benefits of a part-time Employee.

7.35 On resignation, parental leave or termination of one of the sharers the Society will seek to replace that sharer. If no suitable replacement can be found, the Society may declare the full 'Job Sharing' position vacant.

National Wage Case

8.1 In addition to the rates of pay outlined in clause 8 Employees shall be entitled to receive any increases ordered by the New South Wales Industrial Commission as a flow-on wage increase following any National Wage Case.

General Information on Rates of Pay

8.2 The basic rates of pay for staff detailed in this Agreement have been designed so that no current Employee shall have his or her existing basic rate of pay adversely affected.

8.3 All current merit payments shall be carried over to the new wage structure.

8.4 The rates of pay set out in clauses 8.12, 8.18, 8.22 and 8.28 of this Agreement apply to Permanent Employees whose Ordinary Hours average 38 per week.

8.5 The Young Adult rates of pay set out in clause 8.10 of this Agreement apply to Permanent Employees whose Ordinary Hours average 38 per week.

8.6 Part Time Employees shall be paid at hourly rates calculated by dividing the equivalent full time Employee's weekly rate of pay by 38.

8.7 Casual Employees shall be paid at hourly rates calculated by dividing the equivalent Full Time Employee's weekly rate of pay by 38 plus 20%.

8.8 All additional salary Allowances do not apply to Employees of the Society above Supervisor level, except where otherwise agreed in writing between the Employee and the Society.

8.9 Wages will be paid to Employees on a fortnightly basis but will be calculated on a four weekly basis. The purpose of this is to enable the overtime provisions dealt with in clause 9.3 to apply.

Young Adult Rates of Pay

8.10 The following rates of pay shall apply to Full Time Employees below the level of Advanced Branch or Advanced Clerical Assistant and who are less than 21 years of age.

8.10.1 Under 18 years	\$384.30 per fortnight
8.10.2 18 years	\$471.60 "
8.10.3 19 years	\$538.10 "
8.10.4 20 years	\$633.60 "

Probationary Trainee - Pay Rates

- 8.11 'Probationary Trainee' means any Employee of whatever age, serving in the first three months of his or her employment with the Society, or serving in such extended period of probation as the Society may decide.
- 8.12 Probationary Trainees employed Full Time aged 21 years or over shall be paid \$732 per fortnight.
- 8.13 Probationary Trainees employed Full Time aged 20 years or younger shall be paid the same pay rates as those detailed in clause 8.10.
- 8.14 Probationary Trainees employed Part Time shall be paid in accordance with the provisions of clause 8.6.
- 8.15 Probationary Trainees employed as Casuals shall be paid in accordance with clause 8.7.
- 8.16 Probationary Trainees shall not be entitled to receive a Cashiers Performance Allowance.

Trainees - Pay Rates

- 8.17 'Trainee' means any Employee, of whatever age, serving in the first twelve months of his or her employment with the Society having successfully completed his or her probationary period, but who has yet to successfully complete his or her Branch or Clerical Assistant evaluation.
- 8.18 For Full Time Trainees 21 years or older the basic rate of pay shall be \$790 per fortnight. Trainees employed Part Time shall be paid in accordance with the provision of clause 8.6. Trainees employed as Casuals shall be paid in accordance with the provisions of clause 8.7.
- 8.19 For Full Time Trainees under 21 years of age the Young Adult pay rates set out in clause 8.10 shall apply.
- 8.20 Trainees shall be entitled to receive a Cashier's Performance Allowance where their responsibilities include the management of a cash float of the Society.

Branch and Clerical Assistants - Pay Rates

- 8.21 A Branch or Clerical Assistant means any Employee, of whatever age, who has successfully completed the Society's Branch or Clerical Assistant evaluation and appraisal, and who has been appointed a Branch or Clerical Assistant by the Society.
- 8.22 For Full Time Branch or Clerical Assistants aged 21 years or older the basic rate of pay shall be \$820 per fortnight.

- 8.23 For Full Time Branch or Clerical Assistants younger than 21 years, the rate of pay shall be the same as those detailed in clause 8.10.
- 8.24 Branch and Clerical Assistants employed Part Time shall be paid in accordance with the provisions of clause 8.6.
- 8.25 Branch and Clerical Assistants employed as Casuals shall be paid in accordance with provision of clause 8.7.
- 8.26 In addition to the base rate, Branch Assistants shall be entitled to receive the Cashier's Performance Allowance where their responsibilities include the management of a cash float of the Society.

Advanced Branch and Advanced Clerical Assistants - Pay Rates

- 8.27 An Advanced Branch or Advanced Clerical Assistant is any Employee, of whatever age, who has successfully completed the Society's Advanced Branch or Advanced Clerical Assistant evaluation and appraisal, and has been appointed an Advanced Branch or Advanced Clerical Assistant by the Society.
- 8.28 Advanced Branch or Advanced Clerical Assistants 21 years or older shall be paid a base rate of \$830 per fortnight.
- 8.29 Advanced Branch or Advanced Clerical Assistants under the age of 21 years shall be paid \$670 per fortnight.
- 8.30 Advanced Branch or Advanced Clerical Assistants employed Part Time shall be paid in accordance with clause 8.6.
- 8.31 Advanced Branch or Advanced Clerical Assistants employed as Casuals shall be paid in accordance with clause 8.7.
- 8.32 In addition to the base rate, Advanced Branch Assistants shall be entitled to receive the Cashier's Performance Allowance where their responsibilities include the management of a cash float of the Society.

Branch and Departmental Supervisors - Pay Rates

- 8.33 Supervisors are appointed in two different categories, taking into account among other things, the size of the staff for whom they are responsible, the nature of the work required and the skills and ability they bring to the position.
- 8.34 A Branch or Departmental Supervisor Grade A shall be paid a base rate of \$897.50 per fortnight.
- 8.35 A Branch or Departmental Supervisor Grade B shall be paid a base rate of \$873.60 per fortnight.

- 8.36 In addition to the base rate, Supervisors shall be entitled to receive the Cashier's Performance Allowance where their responsibilities include the management of a cash float of the Society.

Senior Staff and Managers

- 8.37 Management, Senior staff and Executives salaries are by negotiation. Each Employee is treated individually and his or her salary determined purely on the basis of skill, knowledge and performance.
- 8.38 When determining such salaries the loss of overtime, travel expenses, Cashier Performance Allowances and other such additional payments and merits appropriate to the position will be taken into account.

Cashier's Performance Allowance

- 8.39 A 'Cashier's Performance Allowance' in the sum of \$15 per week in the case of a Full Time Employee, and \$10 per week in the case of a Part Time or Casual Employee, will be paid only where there is no shortage of cash from a cash float for which that Employee has responsibility. Loss of a Cashier's Performance Allowance may be accumulative. In other words, if in a given week the money under the responsibility of an Employee is short by an amount in excess of the Cashiers Performance Allowance, the Employee will forgo the Cashier's Performance Allowance until such time as that shortfall has been replaced from that Employee's Cashier's Performance Allowance.

Cash shortfalls in excess of \$250

- 8.40 Where any cash for which an Employee has responsibility is short by more than \$250, that Employee shall reimburse the Society for the full amount of that shortfall or reduce the amount outstanding to the minimum \$250 balance.

Personal Merit Payments

- 8.41 In addition to the base rates outlined above, the Society may elect to pay individual Employees amounts in excess of the above rates. Any such amounts shall be negotiated between the Society and the individual concerned. These shall be known as a "Personal Merit Payment". There shall be no entitlement to receive any such Personal Merit Payment and it may be withdrawn by the Society, without notice, where an Employee demonstrates, by his or her behaviour or level of performance, his or her ineligibility to continue to receive the payment.

Superannuation

- 8.42 The Society shall contribute a minimum of 5% of an Employee's basic rate of pay into the Productivity Superannuation Fund.

Travel Allowance

- 8.43 The Society shall, where appropriate, pay all Employees Travel Expenses at the following rates:-
- 8.44 Where an Employee undertakes travel of a casual or incidental nature, at the request of and on behalf of the Society, the Society shall pay the Employee the appropriate fare or an amount of \$0.44 per kilometre where that Employee uses his or her own vehicle. The distances upon which the travel expense is calculated will take into account either the place of work or Employee's home address, whichever is appropriate.
- 8.45 Where an Employee up to the level of Supervisor travels at the request of and on behalf of the Society on a regular basis, using his or her own vehicle, the Society shall pay the Employee:-
- 8.45.1 Where the Employee's vehicle has an engine capacity of 1500cc or less, at the rate of \$81.30 per week;
- 8.45.2 Where the Employee's vehicle has an engine capacity greater than 1500cc, at the rate of \$97.20 per week.
- 8.47 Travel allowances shall not apply to Managers and Senior staff who have had factored into their salary package a recognition for the requirement of some travel associated with their position. The Society will however pay travel expenses where the Society deems that excessive travel costs have been incurred.

Living Away from Home Allowance

- 8.48 When Employees, other than relief Employees in the course of their duty, are required to work temporarily away from their usual place of employment, and are required to sleep away from their usual place of residence, they shall be entitled to receive reasonable expenses actually incurred for board and lodging.

First Aid Allowance

- 8.49 The Society shall pay Employees a first aid allowance at the rate of \$6.60 per week where:-
- 8.49.1 It is required by the *Occupational Health and Safety Act*;
- 8.49.2 The Employee has been appointed as the Occupational Health and Safety First Aid Officer at a particular place of work by the Society; and
- 8.49.3 The Employee holds the requisite qualifications.

Higher Duties Allowance

8.50 This Agreement provides for a Higher Duties Allowance to be paid to Employees on and from the fifth day of their higher duties. The Society recognises that where higher duties are performed an allowance should be made for the whole of the period when the higher duties are performed and will not restrict payment to the period after the first five days. To obtain a Higher Duties Allowance the Employee will need to demonstrate to the satisfaction of the Society that he or she not only filled the position of an absent Employee, but performed his or her duties. In addition, a Higher Duties Allowance will only be paid where application has been made by the Employee and has been approved by the Society.

8.51 The Higher Duties Allowance shall be \$20 per week.

Meal Allowance

8.52 A Meal Allowance of \$7.50 shall be paid to Employees where clause 9.5.4 applies, unless the Society provides an appropriate meal to the Employee.

Training Allowance

8.53 Where an Employee undertakes the role of a staff training officer, they shall be entitled to receive a training allowance of \$23.00 per week.

8.54 This allowance will only be paid where the Employee performs those duties for the full week.

Inconvenience Allowance

8.55 At the discretion of the Society, any Employee who regularly works outside Normal Operating Hours may be paid an Inconvenience Allowance of 17% of their normal hourly rate for those hours worked outside Normal Operating Hours.

Inconvenience Benefit

8.56 At the discretion of the Society, an Inconvenience Benefit such as a taxi fare may be paid to an Employee who has, at the request of the Society, worked on a day other than his or her rostered days and has not received at least seven days notice of the requirement to do so. An Inconvenience Benefit shall not be paid where there is no real inconvenience, as for example where the Employee has worked an extra hour but has his or her own transport and does not require a taxi home.

After Hours Callout

- 8.57 The Society provides a fully maintained vehicle (the 'Vehicle') for the purposes of servicing the Society's ATMs and as a security monitor for the Society's plastic card base, outside Normal Operating Hours.
- 8.58 The Vehicle will be manned by a callout team which will operate from 6am to 9pm Monday to Friday and from 6am to 10pm each Saturday, Sunday and Public Holiday. Employees rostered as part of this callout team for the week must ensure that they are available at all times during those hours. It is the Employee's responsibility to arrange cover with other members of the callout team should they not be able to fulfil their roster commitments. No authorised person may accompany an employee on callout in the callout vehicle or into any office or premises of the Society.
- 8.59 It is envisaged that the Vehicle will be fitted with a dedicated mobile radio linked to Wormald Security for the purpose of receiving calls, confirming enter and departure times and as an additional security measure.
- 8.60 The agreed hourly rate for Employees rostered for work on the callout team, and who are actually called out for work, is as follows:-
- | | |
|---------------------------|-------------------|
| 8.60.1 Monday to Saturday | \$15.50 per hour |
| 8.60.2 Sundays | \$20.00 per hour |
| 8.60.3 Public Holidays | \$40.00 per hour. |
- 8.61 A minimum half hour payment will be made for each callout, providing the Employee returns home before the next callout.
- 8.62 In addition to the above hourly rate each callout team member shall receive a weekly standby payment of \$100 for each full week on standby.
- 8.63 The time taken to exchange possession of the Vehicle shall not be regarded as a call out.
- 8.64 Nothing in this clause will prevent the Society from using external contractors or from changing its security arrangements.

Accident Pay

- 8.65 Under the provisions relating to Workers Compensation a recipient of Workers Compensation is entitled to only their base salary. The Society agrees that it will make up the difference to an Employee's normal gross fortnightly salary.

Payment of Salaries

- 8.66 Salaries will be paid into an account(s) held with the Society in the name of the Employee, as nominated by the Employee. Such accounts must have the appropriate parameters to accept such direct credits.

HOURS OF WORK

Ordinary Hours

- 9.1.1 The Society employs Full Time Employees, Casual Employees and Part Time Employees.
- 9.1.2 'Full Time Employees' are those who work an average of 38 hours per Week, averaged over 52 working weeks. These hours of work shall be known as the 'Ordinary Hours' of the Full Time Employee.
- 9.1.3 Casual and permanent Part-Time Employees' Ordinary Hours shall be determined by agreement with the Society from time to time. The "Ordinary Hours" of Part-Time Employees shall not exceed the "Ordinary Hours" of Full-Time Employees.
- 9.1.4 As far as possible the Society will give its Employees seven days notice of their rostered hours. Where a change is necessary within seven days the Society shall take full account of any inconvenience such change may cause the Employee and, if appropriate, shall provide the Employee with a benefit under the Inconvenience Benefit provisions of this Agreement.

Normal Operating Hours

- 9.2.1 The 'Normal Operating Hours' of the Society are from 6am to 7pm on every Monday, Tuesday, Wednesday, Friday and Saturday and from 6am to 9pm on every Thursday. These hours do not apply to public holidays.
- 9.2.2 Employees Ordinary Hours are those rostered by the Society from time to time.
- 9.2.3 Employees are required to be ready to fully serve any customer from the moment their branch or office is opened for business, even if that means arriving at their branch or office slightly earlier than opening times.

Overtime

- 9.3.1 Overtime shall accrue at the rate of one and a half times the Normal Hourly Rate for the first 2 hours of overtime and at the rate of twice the Normal Hourly Rate for each further hour.
- 9.3.2 All Employees are required to work reasonable overtime when requested.

- 9.3.3 No overtime shall be worked or paid unless the Employee has obtained appropriate authorisation from their manager verifying the need for and detailing the amount of overtime to be worked.
- 9.3.4 Overtime shall only be payable if, in any four week period, the Employee works more than 152 hours and the Society did not grant time in lieu of overtime in accordance with clause 9.3.5. Overtime will only be recognised where the overtime worked by the Employee exceeds 15 minutes on any day.
- 9.3.5 The Society may, at its discretion, grant the Employee time off in lieu of overtime.
- 9.3.6 When overtime is necessary it shall, where ever reasonably practicable, be so arranged that the Employee has at least ten consecutive hours break between work on consecutive days. If time in lieu cannot be provided then the Employee shall be paid at double rates until they can be relieved from duty.

Training/Staff Meetings

- 9.4 Where staff training sessions or staff meetings are held outside the Employee's Ordinary Hours and where the time in lieu provision cannot be applied, then such additional hours relating to those training sessions or meetings shall be paid at Normal Hourly Rates.

Meal Breaks

- 9.5.1 Ordinarily Employees shall be granted a meal break of 1 hour per day.
- 9.5.2 The Society shall grant each Employee a **minimum** of 1 meal break of thirty minutes for each Normal Day worked, at any time convenient to the Society, with a **maximum** of 1 hour unless mutually agreed.
- 9.5.3 Meal breaks during Ordinary Hours shall not be paid.
- 9.5.4 If an Employee works more than 10 hours in any Normal Day a **minimum** of 2 meal breaks of 30 minutes shall be allowed one of which will be paid for as a Meal Allowance.
- 9.5.5 Ordinarily the Society will not expect Employees to work more than 6 hours without a meal break, unless by mutual agreement.

Tea Breaks

- 9.6.1 The Society will ordinarily allow Employees one ten minute break during the morning of a Normal Day, to be taken at the discretion of the Society and at a time directed by the Society. A second 10 minute break may also be provided during the afternoon at the discretion of the Society and at a time directed by the Society.

9.6.2 Tea Breaks are not cumulative, nor can they be forgone as time in lieu.

9.6.3 Each 10 minute Tea Break shall count towards the Ordinary Hours of the Employee.

Saturday Morning Rosters

9.7.1 The Society recognises that Employees who work every Saturday wish to see more flexible rostering which would result in some Saturdays being made available as days off. The complexity of the days off rosters and the fact that they have been compiled 12 months in advance means that a solution to this request is not possible in the immediate future.

9.7.2 However, the Society agrees to investigate this area and will endeavour to undertake a trial period at the expiration of our existing roster. Any such alteration to the rosters can only be achieved where the Society is assured that its standards and level of customer service are not compromised.

LEAVE

10.1 Historically the Society has paid its Employees for one rostered day off for each calendar month, or their two half day equivalent. It has also paid for a half-day Christmas shopping leave, a half-day show day leave and a full-day picnic leave. These leave days will now be known as Recreation Leave.

Accordingly, the following leave provisions apply:-

- 10.1.1 Annual Leave
- 10.1.2 Compassionate leave
- 10.1.3 Recreation Leave
- 10.1.4 Discretionary leave
- 10.1.5 Examination leave
- 10.1.6 Extended leave
- 10.1.7 Jury duty leave
- 10.1.8 Leave pursuant to the *Workers Compensation Act*
- 10.1.9 Long-service leave
- 10.1.10 Paid sick leave
- 10.1.11 Parental leave

10.1.12 Public holidays

10.1.13 Pre-Marriage leave.

Annual Leave

- 10.2.1 There shall be four weeks paid Annual Leave granted to every permanent Employee. In the case of a full time Employee payment will be made at a rate equivalent to 152 hours (4 x 38hrs), and for permanent part-time Employees at a rate equivalent to 4 times their normal weekly Ordinary Hours.
- 10.2.2 Annual Leave shall ordinarily be taken in blocks equivalent to **whole calendar weeks**. The purpose of this provision is to ensure that, wherever possible, Employees return to work on the first working day of the week after their leave i.e. on a Monday during a normal week, or a Tuesday where the Monday is a public holiday.
- 10.2.3 Annual Leave shall be granted at a time to be mutually agreed between the Employee and the Society, or if there is no agreement, then at a time directed by the Society. The immediate concerns of the Society in this regard are that it will need to ensure the availability of relief staff when Employees are absent on Annual Leave.
- 10.2.4 Annual Leave may not be cancelled if less than four week's notice of cancellation is given by either the Society or the Employee unless otherwise agreed.
- 10.2.5 Ordinarily no Annual Leave shall be granted by the Society until an Employee has completed not less than 11 months employment with the Society.

Compassionate Leave

- 10.3.1 The Society shall grant each Employee two days Compassionate Leave in the event of the death of any member of the Employee's Immediate Family. Compassionate Leave must be taken within a reasonable time of the Employee being made aware of the relative's death.
- 10.3.2 The Immediate Family shall include the following:-

Spouse or Defacto Spouse
Parent, Parent-in-law, Step-parent, Foster-parent
Grand Parent
Child, Step-child, foster-child, grandchild
Sibling, Step-sibling, Foster-sibling

Recreation Leave

- 10.4.1 Full time Employees shall receive up to fourteen days Recreation Leave per annum including a picnic day and a total of two half days leave for Christmas shopping and to attend the appropriate regional show.
- 10.4.2 To be eligible for the half day show day an Employee must have commenced employment prior to the relevant show date and the half day must be taken before the end of October.
- 10.4.3 To be eligible for the half day Christmas shopping day an Employee must have started prior to 1st October and the half day must be taken prior to the 31st December.
- 10.4.4 The full day Picnic Day is available to all Employees with a minimum three months service and may be taken at any time during the year.
- 10.4.5 The half day Christmas shopping day, the picnic day and the half day show day are not accumulative and must be taken in the year in which they accrue.
- 10.4.6 The Society shall grant each Employee up to one full day's Recreational Leave for each full month of that Employee's employment with the Society.
- 10.4.7 Recreation leave may only be taken by Employees at a time convenient to the Society. This means that rostered recreation leave may be postponed without notice.

Discretionary Leave

- 10.5 Discretionary Leave is any leave allocated at the discretion of the Society to any Employee not falling into any of the other leave categories.

Examination Leave

- 10.6 Examination leave of up to one half day per examination shall be granted to any permanent Employee who has served a minimum of 2 years with the Society, and who has been accepted as part of the Education Assistance Program outlined in clause 6.5.

Extended Leave

- 10.7.1 The Society may grant Employees the right to take accumulated Annual Leave and Long Service Leave in 1 block up to a maximum of 8 weeks in any calendar year.
- 10.7.2 This Extended Leave will only be considered for those Employees who:-

- have a minimum of 2 years continued service at the time of seeking such leave;
- have given sufficient notice of their desire to take such leave in an extended form; and
- where it does not inconvenience the Society to grant the leave.

10.7.3 At present the Society's policy is to agree to no more than 6 Employees taking Extended Leave in any calendar year, where relief is required. Employees wishing to apply for Extended Leave should therefore provide the Society with as much notice as possible.

Jury Duty

10.8 The Society will pay to an Employee called up for Jury Duty and who provides satisfactory evidence of their attendance, the difference between that which the Employee would have received had he or she remained at work, and that which he or she actually received for attending for Jury Duty.

Workers' Compensation

10.9 Leave and other benefits to which an Employee is entitled pursuant to the *Workers Compensation Act*, shall be granted in accordance with the provisions of that Act.

Long Service Leave

10.10 Leave and other benefits to which an Employee is entitled pursuant to the *Long Service Act* shall be granted in accordance with the provisions of that Act.

Paid sick leave

10.11.1 The Society shall grant to all full time Employees the equivalent of 38 hours paid sick leave in the first twelve months of an Employee's employment. Part time Employees shall receive the equivalent of 1 week's Ordinary Hours paid sick leave during the first 12 months of their employment.

10.11.2 The Society shall grant 61 hours paid sick leave for any full time Employee during the second and subsequent years of his or her employment. Part time Employees shall receive an equivalent period based proportionately on his or her Ordinary Hours.

10.11.3 Sick leave shall be accumulative for the whole of an Employee's employment, even though under the *Industrial Relations Act 1991* (section 97) sick leave only accumulates to a maximum of 3 years.

- 10.11.4 Notice of sick leave shall, wherever possible, be given to the Society prior to 9am on the day on which the leave is to be taken. The purpose of this provision is to enable the Society to conveniently provide a replacement for the sick Employee during that day.
- 10.11.5 The Society will not pay for any sick leave of more than 2 consecutive working days, or where a sick day is either side of a public holiday, if a medical certificate is not produced. The Society reserves the right to require a medical certificate for any period of sick leave taken.
- 10.11.6 Probationary employees are entitled to unpaid sick leave; after the probationary period, each probationary employee is entitled to 38 hours paid sick leave in the first year of service.
- 10.11.7 Where an Employee suffers a serious or incapacitating illness for a minimum period of 2 weeks whilst on annual leave and produces a medical certificate covering that period of illness, the Society may, at its discretion, treat such a period as sick leave and adjust the Employee's Annual Leave accordingly.
- 10.11.8 The Society will not accept post-dated medical certificates.
- 10.11.9 There shall be no entitlement to payment in lieu of sick leave not taken at the termination of an Employee's employment.
- 10.11.10 Where medically supported, some provisions can be made for Employees to return to work on light duties. Wherever possible the Society will attempt to provide duties similar to the Employee's normal range of duties, however where this is not possible other duties will be assigned.

Parental Leave

- 10.12 Parental Leave will be granted in accordance with the provisions of the *Industrial Relations Act Division 3* (NSW). In order to avail themselves of these provisions, Employees:-
- 10.12.1 Are encouraged to give notice as soon as a pregnancy is confirmed;
- 10.12.2 Are required to provide a minimum of 6 weeks written notice prior to the commencement of parental leave;
- 10.12.3 Must provide a minimum of 6 weeks written notice of return to service.

Public holidays

- 10.13 Permanent Employees shall be entitled to take all public holidays, including the traditional Easter Saturday, and where such holidays fall on their normal rostered day they shall be paid for all such public holidays taken. Should a public holiday occur during an Employee's absence whilst on annual leave, the Society shall pay the Employee an additional day in lieu of the Public Holiday.

Pre Marriage Leave

- 10.14 The Society will grant to any Employee who marries during the course of his or her employment with the Society, 1 and a half days leave immediately prior to the wedding date.

DISCIPLINE PROCEDURE

- 11.1 The Society prides itself on the high quality of its staff; the standard of service they deliver; their loyalty, integrity, honesty, and willingness to give their very best.
- 11.2 Competition in the finance industry is strong. The major difference between the Society and its competitors is the quality and efficiency of the service we provide. Our standards are high and we can accept nothing less.
- 11.3 Our Employees are fully aware of this expectation and meet the requirements with both skill and enthusiasm. However, some isolated incidents have required us to develop a discipline procedure, outlined below, to inform all staff of their rights, what the Society expects and what outcomes are likely in a particular situation.

Step 1 Verbal counselling

Step 2 Recorded warning

Step 3 Final warning (placed on assessment)

Step 4 Employment review

- 11.4 **Step 1 - Verbal Counselling**

This is issued to an Employee by the Supervisor or Manager "on the job". The Supervisor's or Manager's diary will be noted and no witness is necessary. The Employee is advised that their actions, behaviour, or attitude are unacceptable and that improvement is required immediately. It is hoped that if a verbal warning needs to be given that should be the end of the matter.

11.5 Step 2 - Recorded Warning

Where there has been a failure to respond to verbal counselling, the Manager or Supervisor may require a recorded interview with the Employee. The Employee may seek the attendance of another Employee. A witness nominated by the Society may also attend. A written account of the interview will be supplied to both the Employee and the Human Resources Manager.

11.6 Step 3 - Final Warning (placed on assessment)

When Steps 1 and 2 have not led to any satisfactory resolution, a further formal recorded interview, similar to the step 2 procedure, will take place. At this interview a final warning will be given to the Employee and a signed acknowledgment of receipt of that written warning will be required. The Employee is then placed on "Formal Assessment". Formal Assessment involves the Employee being given a timetable during which he or she will have to show immediate and continuing improvement in behaviour or performance.

11.7 All loan concessional rates, merit payments and other discretionary payments may also be reviewed at this Final Warning stage.

11.8 Step 4 - Employment Review

Where the preceding 3 steps do not achieve the required response a final interview is arranged, to provide the Employee with an opportunity to show cause why he or she should not be dismissed.

GRIEVANCE PROCEDURE

Procedures for Preventing and Settling, by Discussions and Agreement, Further Disputes between the Parties

12.1 Any Employee who is likely to be or who is aggrieved or is in dispute on any matter arising under this Agreement or on any industrial matter shall institute action as follows:-

1. Raise the matter with the appropriate Branch or Department Manager or the Employee's immediate Supervisor.
2. If this does not resolve the issue, raise the matter and discuss it with the appropriate Manager for the area where the Employee works.
3. If this does not resolve the matter, refer the matter to the Society's Human Resources Department.

4. If this does not resolve the matter, the issue or issues shall be referred to a trained mediator recommended by the Australian Commercial Disputes Centre Limited to mediate the dispute.
 5. If after mediation in accordance with the above clause, the issue remains unresolved, the matter may be referred to the New South Wales Industrial Commission.
- 12.2 Employees agree they will ensure that at all times work will continue and consideration of the needs of the Society will remain a priority, and agree they shall not take any industrial action, whether strikes, work bans, go slow tactics, picketing or secondary boycotts, until all the processes of this clause have been exhausted.

ADDITIONAL STAFF BENEFITS

Staff Investment Account

- 13.1 The Society has agreed to create a special investment account exclusively for the use of staff. This product will be called a "staff investment account".
- 13.2 The purpose of this account is to provide staff with an investment opportunity if they so desire. It cannot be regarded as a working account and the product parameters have been designed to reflect this purpose.
- 13.3 The applicable interest rate will be 1% below the Society's Money Management product rate.
- 13.4 The account can only be held in the name of the staff member.
- 13.5 The account must be closed on leaving the Society's employ.
- 13.6 There will be no direct debits.
- 13.7 Only one account may be held by a staff member at any one time.
- 13.8 Interest will be paid 6 monthly.
- 13.9 All appropriate government charges will apply.
- 13.10 Minimum opening balance is \$100.
- 13.11 Minimum withdrawal will be \$100.
- 13.12 There is no minimum deposit.
- 13.13 A minimum balance of \$100 will be necessary at all times.

Staff Discounts

- 14.1 **Home Insurance** - The Society will forego its 25% commission entitlement on the insurance policies of staff homes through NZI Insurance. Other policy types may also see the commission waived.
- 14.2 **Mortgage Insurance** - The 25% commission on this product through Swann Insurance will also be foregone.
- 14.3 **Travellers Cheques and Foreign Cash** - The normal 1% sales or purchase commission will not be charged on staff transactions.

Staff Loans - General

Introduction

- 15.1 Concessional interest rates are available on personal and home loans to approved Employees:-
 - 15.1.1 to reward loyalty and good performance;
 - 15.1.2 to provide an incentive to grow and prosper within the Society.
- 15.2 This concept is not an automatic right, but a privilege administered and approved on a case by case basis by the Society.
- 15.2 **The Concept**
 - 15.2.1 All proposed loans to staff of the Society will be specially submitted by the Managing Director to the Board for approval showing details of the proposed loan, security, concessional rate of interest and term.
 - 15.2.2 Staff Lending conditions will be the normal conditions approved by the Society for ordinary borrowers unless otherwise specified.
 - 15.2.3 Before a loan is made to an Employee at a concessional rate of interest, that Employee is to acknowledge that he or she has read, fully understands and accepts the guidelines under which the loan is approved.
 - 15.2.4 It is a condition of any loan approved under the terms of the Agreement that the repayments will be up-to-date at all times. Arrears will not be tolerated other than in extenuating circumstances and may result in the removal of the concessional rate or the requirement of repaying the loan in full.
- 15.4 In order to qualify for any concessional loan, an Employee must have been a Permanent Employee of the Society for not less than 2 years. This may be

shortened to 1 year where the Employee converted from an existing Casual Employee status.

15.5 The granting of a concessional loan to any Employee will be entirely at the discretion of the Society. The rates applicable to any concessional loans will be entirely at the discretion of the Society. A concessional loan granted to an Employee by the Society may be withdrawn without notice at any time.

15.6 Only one concessional loan of each type shall be allocated to an Employee at any one time. A special register of all loans bearing the concessional interest rate is to be maintained under the direction of the General Manager Administration.

15.7 If before repayment of his or her concessional loan an Employee:

15.7.1 shall have ceased for any reason to be in the employ of the Society;

15.7.2 shall not, in the case of a housing loan, be living in the property for which the loan was advanced, or shall have let, leased or parted with possession of the whole or any part of the property without Society approval; or

15.7.3 shall have commenced parental leave,

then the concessional rate will cease immediately and the Employee concerned will be charged the rate applicable to ordinary borrowers.

Staff Concessional Rate on Personal Loans

15.8 Changes to current Credit Union guidelines are expected which will enable the Society to offer Employees concessional rates on personal loans. A maximum ceiling is anticipated of \$25,000 and the rate will be 2% below the predominant Credit Union rate.

15.9 Appropriate loan security will be required at the Society's discretion.

15.10 The Employee concessional rate shall apply in accordance with the provisions of the Employee loan agreement signed at the time of loan acceptance.

Staff Concessional Rate on Home Loans

15.11 Home loans may be available on the following further terms:

15.11.1 The Society is entitled to vary the rates of interest payable in respect of any advance or loan made to the Employee, such variation being pursuant to Rule 50 of the Rules of the Society.

15.11.2 The approval of the concessional loan rate and its continued application is at the sole discretion of the Society.

15.11.3 5 broad categories for concessional loans will apply. The categories and the interest expressed as a percentage of the ordinary borrowers' rates applicable to the amount of the particular loan are:

33.3% - Senior Executives

55.0% - Middle Management

65.0% - Assistant Managers, Relief Managers and Supervisors

75.0% - Other Staff

85.0% - Part-Time Staff

The Board may at its discretion at any time change the participants from one category to another, or strike a different rate.

15.11.4 Approval of a loan at a concessional rate of interest to Employees will only be given for the following purposes:

- purchasing a house or home unit already built;
- purchasing a house partly built and completing it;
- building a new house;
- purchasing vacant land on which a house to be used as the applicant's residence is to be built;
- making alterations to a residence in which the applicant will reside or is residing;
- the repayment of an existing mortgage on the Employee's personal residence.

15.11.5 The loan will only be approved on the basis that the home is, or is to be the Employee's personal residence.

Maximum Loan

15.12 The concessional rate of interest applicable shall apply to all first mortgage loans made on the security of an Employee's private dwelling to a maximum of twice annual salary or \$60,000, whichever is the higher, providing that such

maximum does not exceed the amount as provided by the Act. Any Employee who has previously been granted a loan in excess of this amount, may apply for an increase in the maximum amount allowed pursuant to this clause. In considering any such application, the Society may take into account the Employee's salary at the time of the original loan, the inflation rate since the original loan, and any other matters the Society thinks fit.

Special Consideration

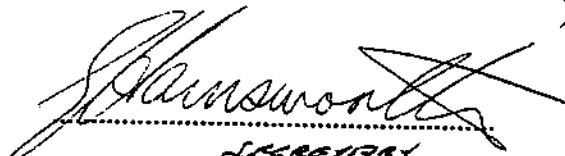
- 15.13 If an Employee with a concessional housing loan dies before repayment of the loan in full and the deceased Employee had completed 10 years continuous service prior to his or her death, any spouse or dependant children of the deceased Employee under the age of 21 years (if occupying the residence concerned), shall have the right to continue to repay the loan at the concessional interest rate.


- 15.14 The Society recognises that an Employee's circumstances may change in various ways and their present home may no longer be suitable. In such circumstances, the Society may allocate a subsequent loan to purchase a new personal residence. Such a subsequent loan would be in accordance with these guidelines. The Board would require detailed reasons for the change of residence and would need to be fully convinced that the change was for necessary personal reasons and not for monetary gain.

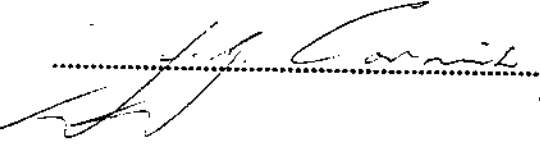
SCHEDULE 1

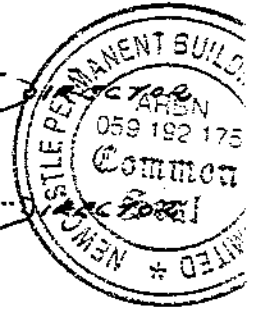
1. **Newcastle Permanent Building Society Limited**

THE COMMON SEAL of NEWCASTLE)
PERMANENT BUILDING SOCIETY)
LIMITED (ARB 059 192 175) was)
affixed to this Agreement in)
accordance with its Rules:)



SECRETARY








This Agreement is signed on)
behalf of the employees of)
NEWCASTLE PERMANENT)
BUILDING SOCIETY LIMITED)
by the members of the)
Works Committee elected in)
accordance with the)
Industrial Relations Act 1991)
and it is declared that this)
agreement was not entered)
into under duress by any)
party to it.)



GREGORY CHARLES BOWE



PETER VALE



TRACY ANN GORE BAGGS



MICHAEL CHARLES LEIS