

# ENTERPRISE AGREEMENT

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**ENTERPRISE AGREEMENT**

**BETWEEN**

**THE STATE BANK OF NEW SOUTH WALES  
LIMITED (A.C.N. 003 963 228)**

**AND**

**THE ELECTRICAL TRADES UNION OF  
AUSTRALIA,**

**NEW SOUTH WALES BRANCH**

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## ENTERPRISE AGREEMENT

THIS AGREEMENT IS MADE ON 1995

### PARTIES

~~THE~~ STATE BANK OF NEW SOUTH WALES LIMITED (A.C.N. 003 963 228) of Level 35, 52 Martin Place, Sydney, New South Wales, 2000.

THE ELECTRICAL TRADES UNION OF AUSTRALIA, NEW SOUTH WALES BRANCH of 36-38 Hutchinson Street, Surry Hills, New South Wales, 2010.

### RECITALS

### AGREEMENTS

#### 1. DEFINITIONS AND INTERPRETATION

##### 1.1 Definitions

###### 1.1.1 Where commencing with a capital letter:

"Awards" means the Electricians, &c. (State) Award and the Electricians, &c. Redundancy (State) Award.

"Bank" means the State Bank of New South Wales Limited and its successors.

"Employee" means any person employed by the Bank and paid in accordance with the attached salary schedule, undertaking duties of an electrical or related nature.

"Electrician" means an Employee, licensed as an Electrician, who undertakes duties, including but not limited to, the operation, control, maintenance, fault diagnosis and repair of plant and equipment.

"Electrician with additional duties" means an Employee who undertakes the duties of an Electrician as outlined above and who also performs other duties not associated with electrical work as required by the Bank.

"Senior Electrician" means an Employee who undertakes the duties of an Electrician with additional duties as outlined above as well as undertaking a supervisory role.

"Former Agreement" means the registered industrial agreement, No. 8565 between the Bank and the Union.

"Further Agreement" means any further agreement between the Bank and the Union which is to replace this Agreement and which is certified, registered or otherwise formalised in accordance with the provisions of the Industrial Relations Act 1991 or the Industrial Relations Act 1988.

"Sunday" means all time between midnight Saturday and midnight Sunday.

"Trades Assistant" means an Employee engaged in work assisting an Electrician to perform duties.

"Trades Assistant with additional duties" means an Employee who undertakes the duties of a Trades Assistant as outlined above and who also performs other duties not associated with electrical work as required by the Bank.

"Union" means the Electrical Trades Union of Australia, New South Wales Branch.

1.1.2 Unless the context otherwise requires, a reference to any legislation includes any regulation made under it and where amended, re-enacted or replaced means that amended, re-enacted or replacement legislation.

## 2. EFFECT OF AGREEMENT

### 2.1 Enterprise for which Agreement is made

This Agreement covers the enterprise of the Bank.

### 2.2 Trades or Occupations to which Agreement relates

This Agreement relates to the trades and occupations of the Employees.

### 2.3 Agreement governs all Terms and Conditions

This Agreement shall govern all the terms and conditions of the Employees' employment which are capable of inclusion in an award and operates to the full and total exclusion of the Former Agreement and the Awards.

## 3. PERIOD OF AGREEMENT AND RENEGOTIATION

### 3.1 Period of Operation

This Agreement will remain in force for a period of 12 months from the date of registration of the Agreement.

### 3.2 Discussions on Classification Structure

The Bank and the Union agree that during the Agreement they may meet and discuss the introduction of a skills based classification structure for the Employees. Any agreement reached in relation to the skills based classification structure will be of no effect until it is the subject of, or part of, a Further Agreement between the Bank and the Union which replaces and supersedes this Agreement.

### 3.3 Renegotiation of the Whole Agreement

The Bank and the Union agree that during the term of this Agreement they may meet and negotiate the terms of a Further Agreement, provided that the Further



Agreement shall not commence prior to the termination of this Agreement.

#### **4. CONTRACT OF EMPLOYMENT**

##### **4.1 Period of employment and Notice of Termination**

Employees shall be employed by the month except where otherwise mutually agreed to in writing between the Bank and the Employee concerned. Except in cases of termination without notice, employment shall be terminated by one month's notice given either by the Bank or Employee or by payment or forfeiture of one month's salary in lieu of such notice.

##### **4.2 Authority to withhold money**

If an Employee fails to give the notice of termination of employment required, the Bank shall have the right to withhold moneys due to the Employee with a maximum amount equal to the ordinary time rate of pay for the period of notice.

##### **4.3 Certificate of Service**

An Employee leaving the Bank's employ voluntarily shall, at the Employee's request, be handed a Certificate of Service signed by an appropriate representative of the Bank.

##### **4.4 Summary Dismissal**

The Bank shall have the right to dismiss any Employee without notice for malingering, inefficiency, neglect of duty or misconduct and in such cases the Employee shall be paid up to the time of dismissal only.

#### **5. SALARIES**

##### **5.1 Minimum Salaries**

Employees will receive salaries according to their classification within the range expressed for their classification and within the periods specified in Annexures A, B and C.

##### **5.2 Payment of Salaries**

All salaries shall be paid fortnightly into a State Bank account.

##### **5.3 Deduction of Salary for Absence**

**5.3.1** The Bank shall be entitled to make a deduction from the salary of an Employee in respect of any period such Employee has been absent from duty without the consent of the Bank.

- 5.3.2 The amount of such deduction for each working day shall be calculated according to the following formula:

$$\frac{\text{Annual Salary}}{261}$$

- 5.3.3 The amount of such deduction for each hour or part thereof shall be calculated according to the following formula:

$$\frac{\text{Annual Salary}}{261} \times \frac{5}{1} \times \frac{1}{38}$$

#### 5.4 Reduction In Salaries

- 5.4.1 In any case where the Bank is satisfied that an Employee is guilty of serious misconduct, serious inefficiency or serious negligence, or for any other appropriate reason, the Bank may reduce the salary of such Employee.

- 5.4.2 In the event of the Bank acceding to a request from an Employee to have their responsibilities altered, the Bank may at its discretion reduce the Employee's salary to a level appropriate to the new responsibilities assigned to the Employee.

- 5.4.3 An Employee shall be entitled to a copy of all relevant documentation on the basis of which the Bank decides to reduce the salary to which the Employee would otherwise have been entitled.

#### 5.5 Increase in Salaries

- 5.5.1 The salaries set out in Annexure A will be replaced by the salaries set out in Annexure B on and from 1 August 1995.

- 5.5.2 The salaries set out in Annexure B will be replaced by the salaries set out in Annexure C on and from 1 April 1996.

### 6. INCENTIVE SCHEME

#### 6.1 Eligibility

From 1 January 1995, Employees are eligible to participate in an incentive scheme which provides for lump sum cash payments to be paid on a quarterly basis to recognise performance in excess of the position requirements.

#### 6.2 Sum Available

Three percent (3%) of the aggregate quarterly salaries (excluding allowances) of the Employees covered under this agreement will be provisioned for the purpose of the incentive scheme and held as the pool of incentive funds available for distribution according to performance to employees. Employee performance will be measured by line management against performance criteria which will be

advised to staff.

### **6.3 Further Payments**

In addition a further payment may be available at the end of the financial year dependant upon the Bank's level of profitability. Where available, this payment is distributed in proportion to share of incentive payments received by an individual during the year.

## **7. PERFORMANCE REVIEW**

### **7.1 Annual Review**

The Bank will review the performance of Employees annually.

### **7.2 Operation of Performance Review**

The performance review will not be limited to the matters dealt with pursuant to the incentive scheme referred to in Part 6 and will operate as an open reporting system. All comments made on the performance review must be signed by the Employee and the reviewer.

## **8. CASUAL EMPLOYEES**

### **8.1 Engagement of Casuals**

All casual Employees shall be engaged and paid as such.

### **8.2 Payment of Loading**

A casual Employee shall be paid a 12% loading in addition to the appropriate hourly rate. The casual rate of pay shall be paid for all purposes of the Agreement.

### **8.3 Minimum Payment**

A casual Employee who is requested to report for work shall be paid a minimum of 4 hours pay.

## **9. STANDING DOWN OF EMPLOYEES**

The Bank shall have the right to deduct payment for any day the Employee cannot be usefully employed because of any strike or through any breakdown in machinery or any stoppages of work by any cause for which the Bank cannot be held responsible.

## **10. HOURS OF WORK**

### **10.1 Ordinary Hours**

10.1.1 The ordinary hours of work shall be 152 hours within a work cycle not exceeding 28 consecutive calendar days.

- 10.1.2 The daily hours of work shall not exceed 12 hours.
- 10.1.3 The ordinary hours of work may be worked on any days or all the days of the week, Monday to Friday inclusive.
- 10.1.4 The spread of daily ordinary hours of work shall be between 7.00am and 5.30pm at the discretion of the Bank and, except for meal breaks, shall be worked continuously.

## 10.2 Work Cycle and RDOs

- 10.2.1 The ordinary hours of work shall be arranged by Employees working an average of 38 hours per week over a work cycle and by rostering Employees off work on various days of the week during a particular work cycle so that each Employee has one day off per work cycle. This day off shall be referred to as an RDO.
- 10.2.2 Where an Employee is entitled to an RDO and such RDO day falls on a holiday prescribed in Part 12, such RDO shall be substituted for another day provided that the day to be taken as a substitute RDO shall be determined by agreement between the Bank and the Employee and provided that it shall be taken during the work cycle in which the day fell due or during the next succeeding work cycle.
- 10.2.3 An Employee, with the agreement of the Bank, may substitute his/her RDO for another day.
- 10.2.4 The Bank, with the agreement of the Employee, may substitute the Employee's RDO for another day.

## 10.3 Work Outside Ordinary Hours

All work outside ordinary hours of work prescribed by this Part 10, including work on an RDO, except where such RDO is substituted for another day, shall be subject to penalty rates as set out in Part 11 of this Agreement.

## 11. OVERTIME

### 11.1 Payment for Working Overtime

- 11.1.1 For all work done outside ordinary hours, the rate of pay for each hour shall be time and one half for the first two hours and double time thereafter. Such double time shall continue until the completion of the overtime work.
- 11.1.2 Except as provided for in clause 11.2 of this Part 11, in computing overtime each day's work shall stand alone.

**11.2 Rest Period After Overtime**

**11.2.1** When overtime work is necessary it shall, wherever reasonably practicable, be arranged so that Employees have a rest period of at least 10 consecutive hours off duty between the work of successive days provided that, in the case of Shift workers the rest period shall be 8 consecutive hours off duty when overtime is worked:

- (a) for the purpose of changing shift rosters; or
- (b) where a Shift worker does not report for duty and a day worker or a Shift worker is required to replace such Shift worker; or
- (c) where a shift is worked by arrangement between the Employees themselves.

**11.2.2** An Employee who works so much overtime between the termination of ordinary work on one day and the commencement of ordinary work the next day that the Employee has not at least the rest period off duty between those times shall, subject to this **sub-clause**, be released after completion of such overtime until the Employee has had the rest period off duty without loss of pay for ordinary working time occurring during such absence.

**11.2.3** If on the instructions of the Bank the Employee resumes or continues work without having had such rest period off duty the Employee shall be paid at double time rates until released from duty without loss of pay for ordinary time occurring during such absence.

**11.3 Recall to Work**

**11.3.1** An Employee recalled to work overtime after leaving the Bank's premises (whether notified before or after leaving the premises) shall be paid a minimum of 4 hours work provided that, except in the case of unforeseen circumstances arising, the Employee shall not be required to work the full 4 hours if the job the Employee was recalled to perform is completed within a shorter period.

**11.3.2** This **clause 11.3** shall not apply where overtime is continuous (subject to a reasonable meal break) with the completion or commencement of ordinary working time.

**11.3.3** Overtime worked in the circumstances specified in this **clause 11.3** shall not be regarded as overtime for the purpose of **clause 11.2** when the actual time worked is less than 3 hours on such recall or on each of such recalls.

**11.4 Saturday Work**

**11.4.1** An Employee required to work after midday on a Saturday shall be paid double time rates for such work.

11.4.2 An Employee required to work overtime on a Saturday shall be afforded at least 4 hours work or paid for 4 hours work where such overtime is continuous with overtime commenced on a Friday.

11.5 **Crib Time**

11.5.1 An Employee working overtime shall be allowed a crib time of 20 minutes at the appropriate rate without deduction of pay after each 4 hours of overtime worked if the Employee continues work after such crib time. Provided that where a day worker on a five day week is required to work overtime on a Saturday the first prescribed crib time shall, if occurring between 10.00am and 1.00pm, be paid at ordinary rates.

11.5.2 Unless the period of overtime is less than 1.5 hours an Employee before starting overtime after working ordinary hours shall be allowed a meal break of 20 minutes which shall be paid at ordinary time rates. The Bank and an individual Employee may agree to a variation of this provision to meet the circumstances of the work in hand provided that the Bank shall not be required to make any payment in respect of any time allowed in excess of 20 minutes.

11.6 **Requirement to Work Reasonable Overtime**

It shall be a condition of employment that Employees shall work reasonable overtime to meet the needs of the Bank.

11.7 **Meal Allowance**

An Employee required to work overtime for more than 1.5 hours shall be paid a meal allowance for the first meal and for each subsequent meal in accordance with the rate and within the periods specified in Annexures A, B and C.

11.8 **Transport of Employees**

When an Employee, after having worked overtime or a shift, finishes work when the reasonable means of transport are not available, the Bank will, at its expense, convey the Employee to the normal place of abode.

11.9 **Meal Breaks**

An Employee shall not be compelled to work for more than 5 hours without a meal break.

12. **HOLIDAYS AND SUNDAY WORK**

12.1 **Prescribed Holidays**

A full-time Employee shall be entitled, without loss of pay, to public holidays as follows:

New Years Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Bank Holiday, Labour Day, Christmas Day, Boxing Day or other such days as are generally observed in the locality as a substitute for any of the said days, respectively, and/or proclaimed or gazetted as holidays throughout the State.

**12.2 Payment for Work on a Holiday**

12.2.1 An Employee not engaged on continuous work shall be paid at the rate of double time and a half for work on a public holiday, such double time and a half to continue until relieved from duty.

12.2.2 An Employee required to work on a public holiday shall be paid for a minimum of 4 hours work at double time and a half.

**12.3 Absence before or after a holiday**

An Employee shall not be entitled to payment for a public holiday if absent from work without reasonable excuse or without the consent of the Bank on the ordinary working day before or the ordinary working day after a public holiday.

**12.4 Sundays**

12.4.1 An Employee who works on a Sunday shall be paid at the rate of double time for such work, such double time to continue until relieved from duty.

12.4.2 An Employee required to work on a Sunday shall be paid for a minimum of 4 hours work at double time.

**12.5 Rest Period After Sunday or Holiday Work**

An Employee, not engaged on continuous work, who works on a public holiday or a Sunday and (except for meal breaks) immediately thereafter continues such work shall, on being relieved from duty, be entitled to be absent until the Employee has had 10 consecutive hours off duty without deduction of pay for ordinary time occurring during such absence.

**12.6 Meal Allowance - Sundays and Holidays**

An Employee not engaged on continuous work who is required to work for more than 4 hours on a public holiday or a Sunday shall be paid a meal allowance in accordance with the rate and within the periods specified in Annexures A, B and C for the meal taken during the first crib break and during each subsequent crib break. Provided that such payment need not be made to Employees living in the same locality as their place of work who can reasonably return home for meals.

13. **SHIFT WORK**

13.1 **Definitions**

13.1.1 For the purpose of this Agreement, shift work is where an Employee performs work as part of a system of work within the Bank whereby ordinary hours of work are performed continuously throughout at least six days a week (whether as part of a system is fixed, rotating or other system of shifts).

13.1.2 "Afternoon shift" means a shift of ordinary hours of shift work rostered to finish between 6.00pm and 1.59am on the following day.

"Continuous Work" means work carried on with consecutive shifts of Employees throughout the 24 hours of each of at least 6 days without interruption except during breakdowns or meal breaks due to unavoidable causes beyond the control of the Bank.

"Morning shift" means a shift of ordinary hours of shift work rostered to finish between 10.00am and 5.59pm on any day.

"Night shift" means a shift of ordinary hours of shift work rostered to finish between 2.00am and 9.59am on any day.

"Rostered shift" means a shift of which the Employee concerned has had at least 48 hours notice.

"Shift worker" means an Employee who works shift work.

13.2 **Ordinary Hours of Work**

13.2.1 The ordinary hours of Shift workers shall not exceed 152 in 28 consecutive days.

13.2.2 Subject to the following, Shift workers shall work at times as the Bank may require:

- (a) a shift shall consist of not more than 8 hours, inclusive of crib time;
- (b) except at the regular changeover of shifts a Shift worker shall not be required to work more than one shift in 24 hours;
- (c) 20 minutes shall be allowed to Shift workers each shift for crib which shall be counted as time worked;
- (d) a Shift worker shall not be required to work for more than 5 hours without a meal break.



- 13.2.3 Shift rosters shall specify the commencing and finishing times of ordinary working hours of the respective shifts.
- 13.2.4 The method of working shifts may be varied by agreement between the Bank and the Union.
- 13.2.5 The time of commencing and finishing shifts may be varied by agreement between the Bank and the Union to suit the needs of the Bank, or in the absence of agreement, by 7 days notice being given by the Bank to Employees.

### 13.3 Shift Allowances

Any Shift worker performing shift work shall be paid a shift allowance in addition to ordinary pay at the rate of one-fifth of the appropriate weekly rate prescribed in this Agreement. The amount of such shift allowance shall be in accordance with the rates and within the periods specified in Annexures A, B and C.

### 13.4 Saturday Shifts

A Shift worker who works the major portion of his or her shift of ordinary hours on a Saturday shall be paid at the rate of double time. Such extra rate shall be in substitution for and not cumulative upon the shift allowance prescribed in clause 13.3.

### 13.5 Overtime for Shiftworkers

- 13.5.1 A Shift worker, for all time worked in excess of or outside the ordinary working hours prescribed by clause 13.2 or on a shift other than a rostered shift shall:
- (a) if employed on continuous shift work be paid at the rate of double time;
  - (b) if employed on other shift work be paid at the rate of time and one half for the first two hours and double time thereafter, except in cases where the time is worked:
    - (i) by arrangement between the Employees themselves; or
    - (ii) for the purpose of effecting the customary rotation of shifts; or
    - (iii) on a shift to which an Employee is transferred on short notice as an alternative to standing the Employee off in circumstances which would entitle the Bank to deduct payment for a day in accordance with stand down provisions contained in part 9; or

- (iv) when not less than 8 hours notice has been given to the Bank that an Employee will be absent from work and the Employee to be relieved is not relieved and is required to continue work on a rostered day off, the unrelieved Employee shall be paid double time.

### **13.6 Payment For Work on a Holiday or Sunday**

Shift workers shall be paid for all time worked on a holiday or a Sunday at the rates prescribed by Part 12.

### **13.7 Payment for work on a RDO**

**13.7.1** A Shift worker whose ordinary rostered shift includes a holiday prescribed by Part 12, and who is rostered off duty on a holiday and who does not work shall:

- (a) be paid one day's pay additional to the weekly wage for each such holiday rostered off duty; or
- (b) in lieu of such payment and by mutual agreement with the Bank shall:
  - (i) have one additional day of annual leave; or
  - (ii) be granted an ordinary working day off duty without loss of pay.

### **13.8 Holiday and Sunday Shifts**

Where shifts commence between 11.00pm and midnight on a holiday or Sunday, the time so worked before midnight shall not entitle the Employee to the holiday or Sunday rate. Provided that the time worked by the Employee on a shift commencing before midnight on the day preceding a Sunday or holiday and extending into a holiday or Sunday shall be regarded as time worked on such holiday or Sunday. Where shifts fall partly on a holiday, that shift the major portion of which falls on a holiday shall be regarded as the holiday shift.

## **14. SICKLEAVE**

### **14.1 Entitlement to Sick Leave**

**14.1.1** A full-time Employee who is unable to attend for duty during ordinary working hours by reason of personal illness or personal incapacity not due to wilful misconduct shall be entitled to leave of absence, without deduction of pay subject to the following conditions and limitations:

**14.1.2** Employees shall not be entitled to sick leave in excess of the following:

- (a) After 3 months continuous service with the Bank, 3 days (the equivalent of 24 hours ordinary time). Provided that for any

absence or absences not exceeding 3 days in the first 3 months the Employee shall be paid for such absence or absences upon the Employee's application for payment after such 3 months.

- (b) After 6 months continuous service with the Bank an additional 2 days (the equivalent of 16 hours of ordinary working time). Provided that for any absence or absences not exceeding 5 days during the first 6 months and subject to the Employee having an untaken balance of sick leave the Employee shall be paid for such absence or absences upon the Employee's application for payment after such 6 months.
- (c) On the anniversary of the first and each subsequent year of service with the Bank an additional 8 days (the equivalent of 64 hours of ordinary working time).

14.1.3 Subject to the provisions of the Workers Compensation Act 1987, the Employee shall not be entitled to paid leave of absence for any period in respect of which there is an entitlement to workers compensation.

#### 14.2 Notification and Proof of Illness

14.2.1 The Employee shall, within 24 hours of the commencement of such absence, inform the Bank of the inability to attend for duty, and as far as possible state the nature of the illness or incapacity and the estimated duration of the same.

14.2.2 The Employee shall prove to the satisfaction of the Bank their inability on account of such illness or injury to attend for duty on the day or days for which sick leave is claimed.

#### 14.3 Accumulation of Sick Leave

Sick leave shall accumulate from year to year provided that sick leave which accumulates shall be available for a period of 12 years from the end of the year in which it accrues.

### 15. ANNUAL LEAVE

#### 15.1 Day Workers

The Annual Holidays Act, 1944 applies.

#### 15.2 Seven Day Shift Workers

In addition to the benefits prescribed by the Annual Holidays Act, 1944, seven day Shift workers (who are Shift workers whose ordinary working period includes holidays and Sundays) shall be granted the following:

15.2.1 If, during the year the Employee has served continuously as a seven day Shift worker the additional leave with respect to that year shall be

one week.

- 15.2.2 Subject to **sub-clause 15.2.4** of this clause if during the year the Employee has served for only a portion of it as a seven day Shift worker the additional leave shall be one day for every 36 ordinary shifts worked as a seven day shift worker.
- 15.2.3 Where the additional leave calculated under this sub-clause is or includes a fraction of a day such fraction shall not form part of the leave period and any such fraction shall be discharged by payment only.
- 15.2.4 In this clause, reference to one week and one day includes holidays and non-working days.
- 15.2.5 On termination of employment a payment in lieu of an annual holiday of 3.5 hours at ordinary rates shall be made with respect to each 21 shifts of service as a seven day Shift worker which the Employee worked during such period of employment.

## **16. ANNUAL LEAVE LOADING**

### **16.1 Entitlement to Annual Leave Loading**

An Employee shall be granted an annual leave loading equivalent to 17.5% of four weeks ordinary salary. Ordinary salary does not include penalty or overtime rates.

### **16.2 Payment of Annual Leave Loading**

- 16.2.1 For the purposes of this **clause 16.2** a leave year is deemed to be 1 January to 31 December.
- 16.2.2 Subject to **sub-clause 16.2.6**, the full entitlement of the loading that an Employee has accrued over the previous leave year will be paid on the first occasion on which the Employee takes annual leave for at least 10 consecutive working days after 1 January in any one year provided that, where no such leave is taken by 31 December of the following year, the Employee will be paid the monetary value of the loading payable on leave accrued as at 31 December of the previous leave year notwithstanding the fact that such leave has not been taken.
- 16.2.3 At least 10 days-annual leave must be due at the commencement of leave. The loading will not be paid when annual leave is taken in advance.
- 16.2.4 When annual leave is taken prior to the completion of twelve months service the loading shall not be granted, but will be payable on the first occasion at least 10 consecutive working days annual leave is taken after completion of twelve months service, or at the following 31 December, whichever is the earlier.

- 16.2.5 Where an Employee retires, or where an Employee's services are terminated by the Bank for reasons other than misconduct, a loading shall be paid if annual leave qualifying the Employee for such payment since the preceding 1 January has not been taken.
- 16.2.6 The loading shall not be payable when an Employee:
- (a) takes annual leave to the Employee's credit following notice of and prior to resignation; or
  - (b) is paid the monetary value of the annual leave to the Employee's credit on resignation; or
  - (c) is dismissed for misconduct; or
  - (d) is sent on annual leave pending a disciplinary enquiry; or
  - (e) has had broken service during a year.
- 16.2.7 Where an Employee takes long service leave or leave without pay, the Employee will only be entitled to a proportionate payment of the loading in the following year.
- 16.2.8 The loading will be calculated on the salary paid at the commencement of the annual leave.
- 16.2.9 Notwithstanding the provisions of clause 16.2, an Employee who takes an annual holiday and who would have worked as a Shift worker if not on leave, shall be paid whichever is the greater of either the annual leave loading or the shift work allowances and weekend penalty rates which would have been applicable if the Employee had not been on leave.

## 17. LONG SERVICE LEAVE

### 17.1 Accruals to time of Agreement

The Employees long service leave accruals until 1 August 1994 will be in accordance with the provisions contained in the Bank's industrial agreement registered number 8744.

### 17.2 Accruals and entitlements after Agreement

From 1 August 1994, the Long Service Leave Act, 1955 applies.

## 18. BEREAVEMENT LEAVE

### 18.1 Entitlement to Leave

Full-time Employees are entitled to a maximum of two days without loss of pay on each occasion and on the production of satisfactory evidence of the death in

Australia of the Employee's husband, wife, father, mother, brother, sister, child, stepchild or parents-in-law.

**18.2 Definitions for clause 18.1**

For the purpose of clause 18.1 the words "wife" and "husband" shall include de facto wife or husband and the words "father" and "mother" shall include foster father and mother and step father and mother.

**19. PROTECTIVE CLOTHING AND SAFETY EQUIPMENT**

The Bank shall provide Employees with any protective clothing or safety equipment required to perform their duties.

**20. DISPUTE PROCEDURE**

**20.1 Procedure - disputes between individual employees and the Bank**

**20.1.1** If an employee has a grievance with the Bank concerning any matter capable of being included in an award or concerning the interpretation, application or operation of this Agreement or a question, dispute or difficulty arises concerning employment under this Agreement or concerning discrimination in employment within the meaning of the **Anti-Discrimination Act 1977**, the grievance, question, dispute or difficulty shall be resolved as follows:

- (a) work shall continue normally;
- (b) the matter will be discussed between the employee and the employee's immediate supervisor;
- (c) if the matter is not resolved, a conference will then be held between the next level of management and the employee and a representative of the employee's choice;
- (d) if the matter has not been resolved, a conference will then be held between the Manager, Group Human Resources or a person nominated by the Manager, Group Human Resources, and the employee and the employee's representative;
- (e) at the conclusion of the conference in paragraph (d), the Bank must provide the employee with a response to the employee's grievance, if the matter has not been resolved, including the reasons for not implementing any proposed remedy;
- (f) the employee may be represented by the Union.

**20.2 Procedure- Disputes between the Union and the Bank**

**20.2.1** The Bank and the Union agree to observe certain procedures in their conduct of industrial relations. With regard to the handling of

industrial disputes the following procedures will be observed:

- (a) In the event of a dispute, or of a request by Union representatives on any matter, the first approach is to be made by the delegates to line management.
- (b) If no satisfactory solution is reached, the Union delegates may then approach the next level line management.
- (c) If no solution is reached the delegates concerned will request officials of their Union to confer with management representatives.
- (d) During the period of negotiations the Employees are to remain on the job and the status quo is to be maintained.

### **20.3 Procedure for Demarcation Disputes**

**20.3.1** In demarcation disputes the following procedures will be observed:

- (a) The work is to proceed pending the conference between the Unions concerned and management.
- (b) If a solution cannot be reached in conference an independent arbitrator, chosen by the Unions, will be asked to adjudicate.

## **21. REDEPLOYMENT AND REDUNDANCY**

### **21.1 Procedure for Redeployment**

**21.1.1** Where an Employee is no longer required to perform his/her current duties the Bank shall make a reasonable attempt to redeploy the Employee to another position.

**21.1.2** Any redeployment will be to roles in which the Employee could reasonably be expected to perform given their existing skills, abilities and experience. Retraining will be provided where appropriate.

**21.1.3** In any position in which an Employee is redeployed he/she will retain salary and concessions relevant to his/her personal salary grade.

**21.1.4** Where the new position after redeployment requires a change of residence assistance with relocation will be provided.

**21.1.5** The Bank shall confirm advice of redeployment in writing.

### **21.2 Redundancy Payments**

**21.2.1** Upon retrenchment an Employee shall be paid a lump sum payment calculated as follows:

- (a) Four weeks salary in lieu of notice;
- (b) Three weeks salary for each year of continuous service;
- (c) A pro-rata payment for each completed month of service in the final part year of service.

21.2.2 The maximum payment under this clause shall be 79 weeks pay.

21.2.3 An Employee who was transferred from full time to part time employment or vice versa will have his/her retrenchment payments calculated on a pro-rata basis.

21.2.4 Other payments which must be made in addition to those set out in sub-clause 21.2.1 are as follows:

- (a) Annual Leave

Pro-rata payment of any annual leave accrued but not yet taken, plus any loadings which would otherwise apply to that leave.

- (b) Long Service Leave

Untaken long service leave to all Employees with more than five years continuous service.

- (c) Superannuation

Superannuation benefits will be payable according to the redundancy provisions of the relevant superannuation funds.

- (d) Relocation Expenses

Where the officer is living in Bank provided premises the Bank will meet removal costs and other actual expenses incurred in the relocation process.

### 21.3 Treatment of Loans on Redundancy

21.3.1 A retrenched Employee may continue existing housing loans from the Bank on concessional staff terms for a period of nine months from the date of termination of employment. Any changes to interest rates or other conditions applicable to such loans will also apply during this period.

21.3.2 Other loans will be converted to customer terms and conditions nine months after the date of termination of employment.

21.3.3 Concessional loans will not apply if the retrenched Employee joins a new employer who provides concessional loan facilities.



- 21.3.4 Provided relevant customer lending criteria are met, the Bank will renegotiate housing loans at customer rates and conditions.
- 21.3.5 Where a loan is renegotiated within nine months of termination, the Bank will meet all bank fees and charges and if requested will consider maintaining existing loan repayment levels and extending the term of the loan.
- 21.3.6 Any cheque or savings accounts will be converted to customer terms nine months after termination.

21.4 **Counselling**

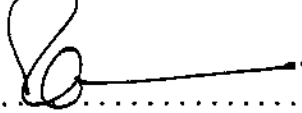
The Bank will provide outplacement counselling where appropriate.

22. **NO DURESS**

The Bank and the Union declare that the terms of this Agreement have been fully discussed between them and neither has entered the Agreement under duress.


EXECUTED AS AN AGREEMENT

The common seal of ~~The State Bank~~ <sup>Limited</sup> of New South Wales is affixed in accordance with its articles of association:

  
.....  
Signature of authorised person

SECRETARY  
.....  
Office held

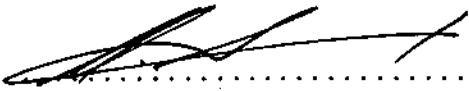
PETER FRIEND  
.....  
Name of authorised person (print)

  
.....  
Signature of authorised person

MANAGING DIRECTOR  
.....  
Office held

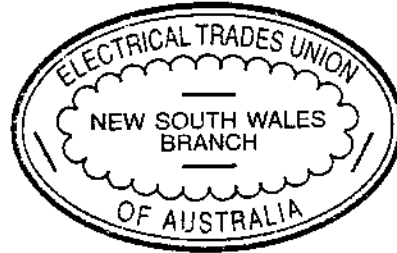
G.H. VAN DER MERWE  
.....  
Name of authorised person (print)

The common seal of The Electrical Trades Union of Australia, New South Wales Branch is affixed in accordance with its articles of association:

  
.....  
Signature of authorised person

SECRETARY  
.....  
Office held

BERT SCHMIDT  
.....  
Name of authorised person (print)



.....  
Signature of authorised person

.....  
Office held

.....  
Name of authorised person (print)

ANNEXURE A

SCHEDULE OF RATES PRESCRIBED

**SALARY SCALE Effective from 16 December 1994 to 31 July 1995**

<b>Classification</b>	<b>Minimum Salary (\$ per annum)</b>	<b>Salary Ceiling (\$ per annum)</b>
Trades Assistant	\$22,836	\$25,120
Trades Assistant with Additional Duties	\$23,488	\$25,837
Electrician	\$29,796	\$32,775
Electrician with Additional Duties	\$30,448	\$33,493
Senior Electrician	\$31,536	\$34,689

**MEAL ALLOWANCE Effective from 16 December 1994 to 31 July 1995**

\$8.40 per meal

**SHIFT ALLOWANCES Effective from 16 December 1994 to 31 July 1995**

Morning Shift	\$52.10 per week
Afternoon Shift	\$61.95 per week
Night Shift	\$108.75 per week

**ANNEXURE B**

**SCHEDULE OF RATES PRESCRIBED**

**SALARY SCALE Effective from 1 August 1995 to 31 March 1996**

<b>Classification</b>	<b>Minimum Salary (\$ per annum)</b>	<b>Salary Ceiling (\$ per annum)</b>
Trades Assistant	\$23,293	\$25,622
Trades Assistant with Additional Duties	\$23,958	\$26,354
Electrician	\$30,392	\$33,431
Electrician with Additional Duties	\$31,057	\$34,163
Senior Electrician	\$32,167	\$35,383

**MEAL ALLOWANCE Effective from 1 August 1995 to 31 March 1996**

\$8.40 per meal

**SHIFT ALLOWANCES Effective from 1 August 1995 to 31 March 1996**

Morning Shift	\$52.10 per week
Afternoon Shift	\$61.95 per week
Night Shift	\$108.75 per week

## ANNEXURE C

### SCHEDULE OF RATES PRESCRIBED

#### SALARY SCALE Effective from 1 April 1996

Classification	Minimum Salary (\$ per annum)	Salary Ceiling (\$ per annum)
Trades Assistant	\$23,759	\$26,134
Trades Assistant with Additional Duties	\$24,437	\$26,881
Electrician	\$31,000	\$34,100
Electrician with Additional Duties	\$31,678	\$34,846
Senior Electrician	\$32,810	\$36,091

#### MEAL ALLOWANCE Effective from 1 April 1996

\$8.40 per meal

#### SHIFT ALLOWANCES Effective from 1 April 1996

Morning Shift	\$52.10 per week
Afternoon Shift	\$61.95 per week
Night Shift	\$108.75 per week