

**REGISTER OF  
ENTERPRISE AGREEMENTS**

**ENTERPRISE AGREEMENT NO:** EA03/136

**TITLE:** Newcastle Permanent Building Society Limited Staff Agreement  
2003

**I.R.C. NO:** IRC3/2674

**DATE APPROVED/COMMENCEMENT:** 5 June 2003/5 January 2003

**TERM:** 5 January 2004

**NEW AGREEMENT OR  
VARIATION:** Replaces EA00/80

**GAZETTAL REFERENCE:** 18 July 2003

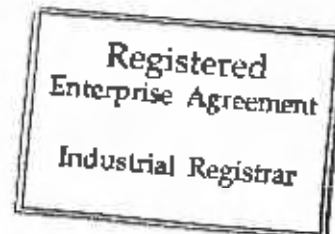
**DATE TERMINATED:**

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**COVERAGE/DESCRIPTION OF**

**EMPLOYEES:** Applies to all employees of the Newcastle Permanent Building Society

**PARTIES:** Newcastle Permanent Building Society Ltd -&- the New South Wales Local Government, Clerical, Administrative, Energy, Airlines & Utilities Union

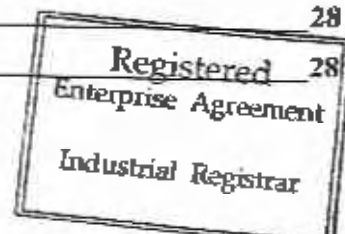


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# STAFF AGREEMENT

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## 1 INTRODUCTION

### *Preamble*

- 1.1 This Agreement (the 'Agreement') shall be described as the Newcastle Permanent Building Society Staff Agreement 2003. This agreement was not entered into under duress.

### *Parties Bound*

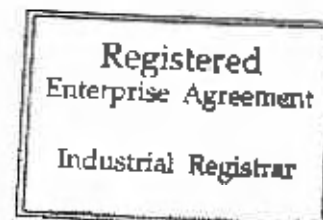
- 1.2 This Agreement shall be binding upon the Newcastle Permanent Building Society Limited and the group of companies listed in Schedule One (the 'Society'), all Employees who are employed by the Society (the 'Employees') and the Federated Clerks Union of Australia New South Wales Branch. The Society and the employees holding the positions referred to in Schedule 3 may make individual contracts. Staff employed in a Call Centre will negotiate a separate agreement. The conditions of employment of employees on individual contracts will not be less advantageous to employees than the current agreement.

### *Representation*

- 1.3 This Agreement was negotiated between the Society's Management Committee, an employee elected staff committee, and the Federated Clerks Union of Australia New South Wales Branch.

### *Application*

- 1.4 From the date of approval of this Agreement by the Industrial Relations Commission of New South Wales, this Agreement shall regulate the conditions of employment of the employees, to the exclusion of all Orders, Awards of Industrial Agreements.
- 1.5 This Agreement may be altered in accordance with the *Industrial Relations Act 1996* (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 1996*.
- 1.6 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 4, Division 1 of the *Industrial Relations Act 1996* and the terms of this Agreement are supplemental to the provisions of those Acts.



## **Exclusions**

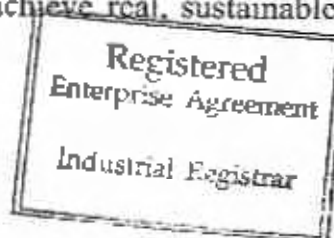
- 1.7 The provisions relating to Overtime, Hours of Work and Allowances do not apply to the persons holding the positions identified in Schedule 3, other than for Loans Officers, Office Managers, Assistant Managers, Relief/Trainee Managers and Managing Supervisors, except where otherwise agreed in writing between those Employees and the Society.

## **2 TERM OF THIS AGREEMENT**

- 2.1 This Agreement is intended to have effect from 5 January 2003 and any additional benefits conferred by this agreement shall be provided with retrospectivity from 5 January 2003.
- 2.2 The term of this Agreement shall be a period of 1 year from the date of its commencement
- 2.3 Until it is either terminated in accordance with the provisions of the *Industrial Relations Act 1996* 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

## **3 AIMS AND OBJECTIVES OF THE AGREEMENT**

- 3.1 The aim of the Agreement is to:
- (a) specify and record the minimum salaries, wages and conditions of employment of the Employees;
  - (b) specify and record the procedures for the resolution of disputes between the Society and the Employees; and
  - (c) enable the Society and the Employees to receive ongoing benefits from enterprise bargaining within the Newcastle Permanent Building Society Limited 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.

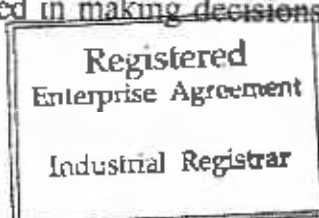


**3.6 Together the Society and the Employees will:**

- (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:**

- (a) fulfil people's aspirations of home ownership by providing a consistent and affordable source of finance;
- (b) promote attractive savings and investment opportunities backed by the Society's financial strength and security;
- (c) continue to provide the highest quality and convenience of customer service;
- (d) generate a level of profit capable of ensuring a strong independent regional financial corporation;
- (e) proudly accept our social responsibility as a caring and concerned corporate citizen;
- (f) develop a workforce with the necessary skills to provide products and services on a consistent basis to ensure our continued success and prosperity;
- (g) to achieve these objectives, the Society believes that:
  - (i) employees should be involved in making decisions in their work areas

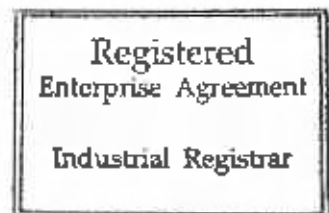


- (ii) employees should have opportunities to develop their potential within the framework of the Society;
- (iii) employees should benefit from the success of their efforts;
- (iv) There should be a willingness to endorse flexibility of jobs and duties.

## 4 DEFINITIONS

In this Agreement, unless the context indicates otherwise:-

- 4.1 **'Agreement'** is defined in Clause 1.1.
- 4.2 **'Cashier's Performance Allowance'** is defined in clause 8.46.
- 4.3 **'Confidentiality Agreement'** is defined in clause 6.12.
- 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 9.2.
- 4.7 **'Casual Employee'** is an Employee who is not a Part Time, nor a Job Share nor a Full Time nor a Permanent nor an Occasional Employee.
- 4.8 **'Inconvenience Benefit'** is defined in clause 8.65.
- 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 his or her normal rate of pay by his or her Ordinary Hours.
- 4.11 **'Normal Operating Hours'** is defined in clause 9.5.
- 4.12 **'Ordinary Hours'** is defined in clauses 9.1 to 9.3.
- 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 Newcastle Permanent Staff Plan.
- 4.20 **'Specialist Staff'** are employees whose positions require special knowledge and skills. This may include such positions as Loans Officers, Loans Assessors, Computer Programmers/Shift Leaders and Collections Officers as determined by the Society.
- 4.21 **'Senior Staff'** are employees who require special knowledge and skills and hold senior positions within the organisation. Senior Staff are listed in Schedule 3 of this Agreement.
- 4.22 **'Trainee'** is defined in clause 7.11.
- 4.23 **'Job Share'** shall mean a single position which is shared by two(2) employees (refer clause 7.39).
- 4.24 **'Occasional Employee'** is not covered under this agreement, but are people who are employed on an irregular basis to perform duties not part of the Society's normal functions.
- 4.25 **'Continuous Employment'** shall mean unbroken productive service in any capacity. Parental leave, and any unpaid leave or breaks of service for less than two months do not disqualify the employee from this meaning. However such absences do not count towards the total employment period.
- 4.26 **'An Employee's Ordinary Pay'** is, for the purpose of calculating leave entitlements upon termination, the total of the cash component plus the value of any salary sacrificed superannuation and does not include the value of a concessional staff loan and motor vehicle.

For the purpose of calculating salary increments and concessional housing loan entitlements, an employee's salary is the total of the cash component plus the value of any salary sacrificed superannuation and does not include the value of a concessional staff loan and motor vehicle.

- 4.27 **"Union"** shall mean The Federated Clerks Union of Australia New South Wales Branch
- 4.28 **"Award"** shall mean the Clerical and Administrative Employees in Permanent Building Societies (State) Award.



## 5 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 his or her 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*

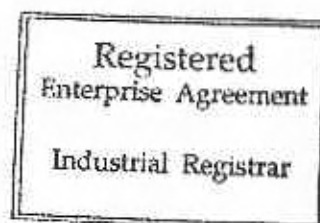
- 5.3 The Society prides itself on offering a very high standard of customer service. As part of the team, Employees will be expected to ensure that this excellent record is maintained and enhanced.
- 5.4 At all times Employees will be expected to:-
- (a) Display a warm and friendly attitude
  - (b) Display their name badge and to introduce themselves over the telephone.
  - (c) Be attentive to customer requirements
  - (d) Use customers' names
  - (e) Be positive in everything they do
  - (f) Refer when unsure
  - (g) Have patience
  - (h) Listen
  - (i) Smile

### *Personal Qualities*

- 5.5 Personal qualities required of all Employees include:-
- (a) Dress and Appearance - Must be clean and neat at all times. Where provided, the uniform is to be worn in accordance with Society guidelines.



- (b) Communication - should be clear, pleasant and without slang or offensive language.
- (c) Punctuality
- (d) Reliability and dependability
- (e) Enthusiasm and hard work
- (f) A desire to perform to the best of their ability in all aspects of employment
- (g) Diligence
- (h) Loyalty
- (i) Honesty
- (j) 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:-

- (a) The ability to form a rapport with both customers and fellow Employees.
- (b) The ability to handle problems, competently within the guidelines of Society policy.
- (c) The ability to work as part of a team, accepting appropriate responsibilities and being accountable.
- (d) 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.
- (e) The desire to show initiative and to strive for continual improvement.
- (f) The ability to accept constructive criticism, and to respond accordingly.
- (g) The ability to communicate with customers, fellow Employees and superiors.
- (h) 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.

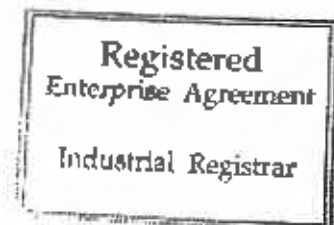
- 5.8 Where specific skills are required as an integral part of the job, such skills will be explained and levels of expertise will be determined as part of that position.
- 5.9 Competence in the care and use of Society equipment is expected of every Employee. Training will be available to ensure Employees 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:-
- (a) **Hold up and Robbery**
  - (b) **Blackouts or power failures**
  - (c) **Emergency evacuations (e.g. earthquakes, fire drills, bomb threats etc.) and assembly areas**
  - (d) **Cash handling**
  - (e) **Customer information and privacy**
  - (f) **Society records and files**
  - (g) **Telephone usage**
  - (h) **Entry, Lockup and Alarm requirements**
  - (i) **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.



## 6 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*

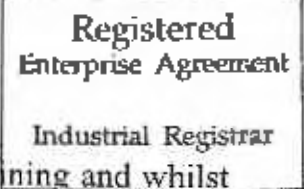
- 6.3 The Society agrees to provide ingredients (including coffee, tea, milk, sugar and boiling water) and utensils and where practicable, a suitably equipped staff room with a refrigerator for Employees' use during meal and tea breaks.

### *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 Personal Development courses, particularly for Supervisors, Managers and other Senior Employees will continue. Delegates of the Federated Clerks Union Of Australia NSW Branch will be able to attend delegate training conducted by the Union without loss of income. The Society will be provided with a minimum 4 weeks notice prior to date of training. Time allocated will be two days per annum per delegate with a maximum of four delegates to attend at any one time.

### *Education Assistance Program*

- 6.5 The Society recognises the importance and value of further training and whilst 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:-
- (a) The Employee must have a minimum of 2 year's service or at the Society's discretion.
  - (b) 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.

- (c) Reimbursement of fees will be made only after the successful completion of the year or term for which the fees apply.
- (d) Textbook 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.
- (e) Requests for the Education Assistance Program are to be submitted to the relevant Regional Manager or Department head who will make an appropriate recommendation before submitting the request to the Human Resources Manager.

6.7 The Society will grant study Leave of one(1) day per subject for a course 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 in addition to Examination leave of one (1) day per exam shall be granted refer to clause 10.16.

6.8 Participation in this Education Assistance Program will only be agreed to where:-

- (a) the Employee's level of work performance remains high;
- (b) the Employee passes the appropriate examinations and assessments; and
- (c) 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***

6.9 The Society is committed to providing a workplace which is free from all forms of Harassment and Discrimination. For more information refer to the Society's Policy and Procedures on the Society's Intranet for copies of Policies relating to Sexual Harassment, Equal Employment Opportunity and Harassment Policies. .

#### ***Security***

6.10 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.

6.11 Breach of Society Security can result in instant dismissal as well as legal proceedings.

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### ***Privacy and Confidentiality***

- 6.12 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.

### ***Cash Handling Responsibilities***

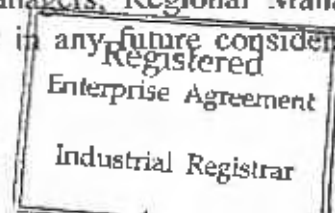
- 6.13 Security of cash and the following of proper cash handling procedures is of the utmost importance. The Society has strict guidelines with regard to this matter and any failure or deviation from these guidelines will be viewed as very serious and may result in termination of employment.

### ***Evaluations and Performance Appraisals***

- 6.14 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.
- 6.15 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.
- 6.16 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.
- 6.17 Where Society expectations are not met in any normal appraisal, the Employee may 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.
- 6.18 The successful completion of the appropriate performance evaluations and reviews, together with consultations with managers, Regional Manager and Head Office Executive, will play a large part in any future consideration for promotion, salary review or merit payment.

### ***Uniforms***

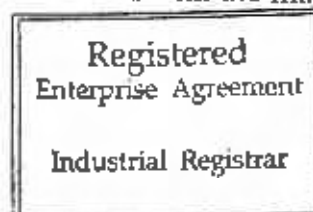
- 6.19 The Society agrees to provide a set uniform issue to Employees, at no charge to the Employee.



- 6.20 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.
- 6.21 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.
- 6.22 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 dollar value as determined in the Society's Uniform policy. 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 \$20 or \$40 per fortnight or a full payment at the choice of the Employee.
- 6.23 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, unused and of current issue, 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.
- 6.24 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.

### *Uniform POLICY*

- 6.25 Branch and Department managers are responsible for ensuring that their employees wear the correct uniform in accordance with the Society Uniform Policy. 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 Uniform Policy. 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.
- 6.27 Shoes worn with the female uniform must be of a plain black court style or such style that the toes and heels are not exposed. Shoes are to be of a sensible heel/sole 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 uniform. No other style or combination will be accepted.

**Termination/Resignation**

- 6.30 The Society requires a minimum of two (2) weeks written notification of resignation for all staff, however from the level of Senior Advanced Branch and Senior Advanced Clerical Assistant and above the following will apply:

3 to 4 years Service	3 weeks
5 years and over	4 weeks.

# Except in the case of dismissal upon the grounds referred to in clause 6.38 or redundancy, subject to the unfair dismissal provisions of the *Industrial Relations Act* the Society may terminate an employee upon 2 week's notice.

- 6.31 The Society recognises that once the decision to terminate has been made it is often appropriate to make the break as quickly as possible. Accordingly, the Society at its discretion may pay the appropriate weeks' salary in lieu of notice. Employees who are terminated for reasons outlined in Clause 6.38 will not be entitled to receive payments 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 months' 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:-
- (a) A Termination Salary Statement fully detailing all monies owed.
  - (b) A cheque or direct credit to a nominated Society account for all salary owed after allowing for any outstanding deductions.
  - (c) Certificate of Service.
  - (d) Social Security Separation Certificate if required.



**Redundancy**

- 6.34 The Society will observe the provisions of the *New South Wales Employment Protection Act 1982*.

6.35 For the purposes of this clause, "continuous service" is defined as a period of unbroken productive service in any capacity. Periods of unpaid leave or breaks of service for less than 2 months and periods of parental leave do not disqualify any employee from having continuous service. However, such absences are excluded for the purposes of calculating the total employment period.

6.36 The provisions set out below will apply to those employees with greater than one year's continuous service and only in the event of a bona fide redundancy.

LENGTH OF CONTINUOUS SERVICE	UNDER 45 YEARS OF AGE	OVER 45 YEARS OF AGE
Less than 1 year	Nil	Nil
1 year but less than 2 years	4 weeks pay	5 weeks pay
2 years but less than 3 years	7 weeks pay	8.75 weeks pay
3 years but less than 4 years	10 weeks pay	12.5 weeks pay
4 years but less than 5 years	12 weeks pay	15 weeks pay
5 years but less than 6 years	14 weeks pay	17.5 weeks pay
6 years but less than 7 years	16 weeks pay	20 weeks pay

6.37 Staff with any length of service greater than 7 years will receive an additional 2 weeks pay for each completed year of service greater than 7 years (including the 7<sup>th</sup> year). The maximum redundancy payable under any circumstances will be 40 weeks salary.

#### *Grounds for Instant Dismissal*

6.38 The Society may instantly dismiss an Employee who engages in:

- (a) Criminal Misconduct
- (b) Intentional breach of Society security
- (c) Unseemly behaviour
- (d) Dishonesty or dishonest behaviour
- (e) Intentional breach of a fundamental term of this Agreement
- (f) Working while intoxicated or under the effects of drug abuse.



The Society may suspend on full pay any employee the subject of an allegation of engaging in conduct of the kind referred to in this clause, while the investigation of such allegation takes place.

#### *Employee Assistance Programs*

- 6.39 The Society recognises the importance of such programs and will endeavour to investigate and where appropriate expand the level of services available to its staff. i.e. Counselling for social problems.

### ***Counselling Services***

6.40 The Society:

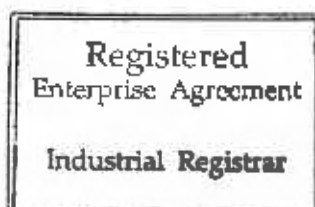
- (a) acknowledges the trauma and emotional stress which may result from involvement in an armed holdup, robbery or similar situation, and agrees to provide the necessary counselling and support services to assist a staff member to return to normal active duty as soon as possible; and
- (b) recognises that Relief Staff who relieve in Branches following holdups may require specialised training in regard to Customer Enquiry and Staff Relations. This training may include input from the Society's Contracted Counsellor and Society Senior Personnel.

### ***Worker Rehabilitation Programs***

- 6.41 The Society agrees to provide a rehabilitation program, where possible, for staff who are unable to carry out their normal duties due to an accident or illness which is unrelated to Workers Compensation. Such programs may include alternative positions, light duties or less hours depending on the employee's reduced abilities and the availability of such alternatives. While the Society will do whatever it can to assist, no guarantees can be made in this regard in any particular case.

## **7 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 nine levels which will apply to Employees (up to and including Manager level), whether in head office or the branches.
- 7.3 Additional merit/performance payments may be paid on a personal and or positional basis 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 be issued with a trainee name badge however will not be expected to be responsible for any cashiering shortages during this time.
- 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 Probationary Trainees may cease employment at any time during their probationary period, 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 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 Assistants will 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 the satisfactory 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 will 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.
- 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 Advanced 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 will 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 be acknowledged as possessing the necessary skills and product knowledge required for this position.

*Advanced Branch or Advanced Clerical Assistant Grade One*

- 7.20 After the attainment of the level of Advanced Branch or Advanced Clerical Assistant and together with satisfactory completion of the appropriate performance evaluation staff will be considered for promotion to Grade One. Promotion to the level of Advanced Branch or Advanced Clerical Assistant Grade One is based completely on performance and merit as well as a potential ability to appropriately manage the work of others.
- 7.21 This position is by appointment only, following recommendation by Branch/Department Manager and upon approval by the relevant General Manager

*Senior Advanced Branch or Senior Advanced Clerical Assistants*





- 7.22 Upon the satisfactory completion of the appropriate accreditation/ performance evaluation, an employee who has served a minimum of 2 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 Senior Advanced Branch or Clerical Assistant.
- 7.23 Promotion to the level of Senior Advanced Branch or Clerical Assistant is based completely on performance and merit as well as a potential ability to appropriately manage the work of others.
- 7.24 It is envisaged that Senior Advanced Branch or Senior Advanced Clerical Assistant will only exist where there is no resident Supervisor and where the Society deems such a position necessary.

***Branch or Department Supervisors***

- 7.25 Upon the satisfactory completion of an appropriate 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, or above, shall be eligible for promotion to the position of Branch Supervisor or Departmental Supervisor.
- 7.26 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.

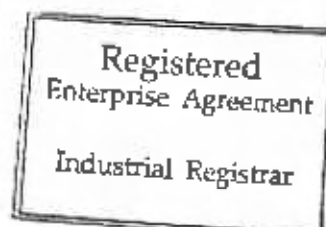
***Loans Officers***

- 7.27 Promotion to the level of Loans Officer is based completely on performance and merit.
- 7.28 Where appropriate, external applicants may also be appointed.

***Office Manager, Managing Supervisor, Trainee/Relief Manager, Assistant Manager***

- 7.29 Promotion to the level of Office Manager, Managing Supervisor, Trainee/Relief Manager and Assistant Manager is based completely on performance and merit as well as an ability to appropriately manage the work of others.
- 7.30 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 management position.
- 7.31 Where appropriate, external applicants may also be appointed.

***Branch or Department Managers***



- 7.32 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.
- 7.33 It is expected that staff of the level of Supervisor, Loans Officer Managing Supervisor, Trainee/Relief Manager and Assistant Manager 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. Where appropriate external applicants may also be appointed.

#### ***Internal Advertisements***

- 7.34 Internal advertisements will be placed advertising available positions for all Senior Advanced Branch or Senior Advanced Clerical Assistants, through to and including Regional Manager positions. However the Society reserves the right to consider and if appropriate appoint Employees whom it considers meets the necessary criteria for these positions. 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.

#### ***Staff Promotions***

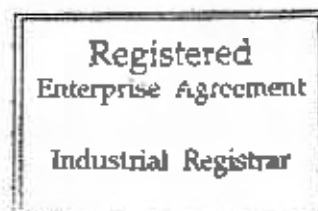
- 7.35 Staff promoted up to the level of Managing Supervisor, Trainee/Relief Manager and Assistant Manager will have all salary and benefit entitlements payable immediately, however, a 6 month probationary period will be applicable. An appropriate letter to confirm appointment is to be completed at the end of the probationary period and forwarded to the staff member.
- 7.36 All salary increases relating to a promotion will absorb any pre existing personal and positional merit payments relating to the employee's previous position

#### ***Transfers Between Society Departments and Branches***

- 7.37 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, Jobshare and Casual***

- 7.38 Permanent employees do not need to resign to convert to casual status. Upon conversion to casual status an annual leave entitlements will be paid out and sick leave entitlements will be forfeited. Long Service will continue to accrue from the employees original hire date. .



### ***Job Sharing***

- 7.39 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.
- 7.40 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. Planned absences for the purpose of holidays must be taken as annual leave. This will be a permanent position and each sharer shall be entitled to the normal benefits of a part-time Employee.
- 7.41 On resignation, parental leave or termination of one of the sharers the Society will seek to replace that sharer. The remaining job sharer will be consulted in seeking a suitable replacement. If no suitable replacement can be found, the provisions of the Job Share Agreement will apply.

## **8 GENERAL INFORMATION ON RATES OF PAY**

- 8.1 Upon approval of this agreement or 5 January, 2003, whichever is the latter, base salaries shall reflect a 4.00% increase with retrospectivity to January 5, 2003.
- 8.2 The salary review in clause 8.1 will apply to all salaries. In addition to the increase in clause 8.1, Senior Staff (as per schedule 3) will have their salaries reviewed separately. The review will be conducted annually, on an individual basis and will coincide with the dates specified in clause 8.1. Increments in salary for senior staff (as per schedule 3) will reflect individual performance over the preceding 12 months as outlined in clauses 8.42 & 8.43.
- 8.3 In reaching these agreed increases the Society is acknowledging the increased productivity of staff as well as the future predicted CPI increases during the life of the agreement.
- 8.4 Rates detailed in this agreement relate to the 4.00% increase. Any National or State Wage Case decisions or award variations handed down prior to the approval of this agreement will be absorbed into the 4.00% increase.
- 8.5 The base rates of pay set out in schedule 2 of this Agreement apply to Permanent Employees whose Ordinary Hours average 76 per fortnight.
- 8.6 The Young Adult base rates of pay set out in clause 8.12 of this Agreement apply to Permanent Employees whose Ordinary Hours average 76 per fortnight.



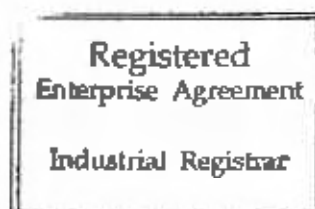
- 8.7 Part Time Employees shall be paid at hourly rates calculated by dividing the equivalent full time Employee's fortnightly base rate of pay by 76.
- 8.8 Jobshare Employees shall be paid at hourly rates calculated by dividing the equivalent full time Employee's fortnightly base rate of pay by 76.
- 8.9 Casual Employees shall be paid at hourly rates calculated by dividing the equivalent Full Time Employee's fortnightly base rate of pay by 76 plus 20%. On top of their ordinary pay, each casual employee will at each pay interval be paid a 8.33% of the amount of his or her ordinary time earnings for that pay period in lieu of an providing an annual leave entitlement.
- 8.10 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.
- 8.11 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 time in lieu provisions dealt with in clause 9.13 to apply.

***Young Adult Rates of Pay***

- 8.12 On approval of this agreement the base rates of pay applying to Full Time Employees below the level of Advanced Branch Assistant or Advanced Clerical Assistant and who are less than 21 years of age are detailed in Schedule 2. Upon reaching the level of Advanced Branch/Clerical Assistant staff under the age of 21 will be paid at the adult rate of pay detailed in schedule 2.

***Probationary Trainee - Pay Rates***

- 8.13 'Probationary Trainee' means an 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.
- 8.14 Probationary Trainees employed Full Time aged 21 years or over shall be paid a base rate as detailed in Schedule 2.
- 8.15 Probationary Trainees employed Full Time aged 20 years or younger shall be paid a base rate as detailed in schedule 2.
- 8.16 Probationary Trainees employed Part Time shall be paid in accordance with the provisions of clause 8.7.
- 8.17 Probationary Trainees employed as Casuals shall be paid in accordance with clause 8.9.
- 8.18 Probationary Trainees shall not be entitled to receive a Cashier's Performance Allowance.



### ***Trainees - Pay Rates***

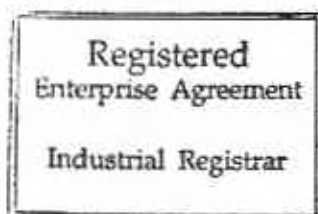
- 8.19 'Trainee' means an Employee, of whatever age, serving in the first twelve months of his or her employment with the Society having successfully completed his or her probationary period, but who has yet to successfully complete his or her Branch or Clerical Assistant evaluation.
- 8.20 For Full Time Trainees 21 years or older the base rate of pay shall be as detailed in Schedule 2. Trainees employed Part Time shall be paid in accordance with the provision of clause 8.7. Trainees employed as Casuals shall be paid in accordance with the provisions of clause 8.9.
- 8.21 For Full Time Trainees under 21 years of age the Young Adult base rate of pay as detailed in Schedule 2 shall apply.
- 8.22 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***

- 8.23 A Branch or Clerical Assistant means an 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.
- 8.24 Full Time Branch or Clerical Assistants aged over 21 years or older shall be paid the base rate of pay as detailed in Schedule 2.
- Branch or Clerical Assistants under the age of 21 years shall be paid the junior base rate of pay as detailed in Schedule 2.
- 8.25 Branch and Clerical Assistants employed Part Time, shall be paid in accordance with the provisions of clause 8.7.
- 8.26 Branch and Clerical Assistants employed as Casuals, shall be paid in accordance with provision of clause 8.9.
- 8.27 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***

- 8.28 An Advanced Branch or Advanced Clerical Assistant is an 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.



- 8.29 Advanced Branch or Advanced Clerical Assistants, shall be paid a base rate of pay as detailed in Schedule 2.
- 8.30 Advanced Branch or Advanced Clerical Assistants employed Part Time shall be paid in accordance with clause 8.7.
- 8.31 Advanced Branch or Advanced Clerical Assistants employed as Casuals shall be paid in accordance with clause 8.9.
- 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.

***Advanced Branch and Advanced Clerical Assistant Grade One***

- 8.33 Advanced Branch Assistant and Advanced Clerical Assistant Grade One shall be paid a base rate of pay as detailed in Schedule 2.
- 8.34 In addition to the base rate, Advanced Branch Assistant Grade One, shall be entitled to receive the Cashier's Performance Allowance where the responsibilities include the management of a cash float of the Society.

***Senior Advanced Branch and Senior Advanced Clerical Assistant***

- 8.35 Senior Advanced Branch or Senior Advanced Clerical Assistants shall be paid a base rate of pay as detailed in Schedule 2.
- 8.36 In addition to the base rate, Senior 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***

- 8.37 A Branch or Departmental Supervisor shall be paid a base rate of pay as detailed in Schedule 2.
- 8.38 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 (as per Schedule 3) and Specialist Staff***

- 8.39 Salary reviews will be held annually and will coincide with the Staff Agreement salary increases.
- 8.40 Senior Staff (as per Schedule 3) and Specialist Staff will receive a minimum increase each year in accordance with clause 8.1.

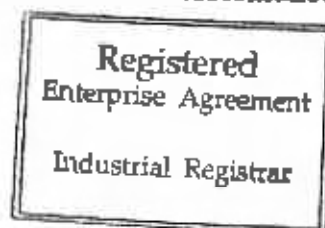
- 8.41 Criteria for Senior (Branch) Staff salary and performance reviews will include:
- (a) Responsibility, development, control and initiative using the function of the branch and staff members
  - (b) Target achievements
  - (c) Business development
  - (d) Accuracy of documentation
- 8.42 Criteria for Senior (Head Office) Staff salary and performance reviews will include:
- (a) Responsibility, development, control and initiative using the function of the department/area and staff members
  - (b) Volume and productivity improvements
  - (c) Accuracy of documentation
- 8.43 These reviews will be carried out by the Remuneration Committee which consists of executive management.
- 8.44 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.

#### *Salary Sacrifice*

- 8.45 An employee may Salary Sacrifice into the Newcastle Permanent Staff Plan Superannuation Fund or such other fund as the Society may approve. However, the amount 'sacrificed' shall not be taken into account in determining the amount which the Society must contribute under the Occupational Superannuation Scheme.

#### *Cashier's Performance Allowance*

- 8.46 A 'Cashier's Performance Allowance' in the sum of \$40.00 per fortnight in the case of a Full Time Employee, \$20 per fortnight in the case of a Part Time, Job Share 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 Cashier's 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.



- 8.47 Senior staff who are required to maintain a cash float will not be entitled to receive a Cashier Performance Allowance, however, errors up to a total of \$260.00 per financial year will be paid by the Society through a centralised account. The staff member will be responsible for repayment of any discrepancies greater than \$260.00 as per clauses 8.47 and 8.48.

*Cash shortfalls in excess of \$250*

- 8.48 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 maximum \$250 balance.

*Personal Merit Payments*

- 8.49 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".
- 8.50 There shall be no entitlement to receive any such Personal Merit Payment and it may be withdrawn by the Society, with notice, where an Employee demonstrates, by his or her behaviour or level of performance, his or her ineligibility to continue to receive the payment. It may also be withdrawn subject to clause 7.36.

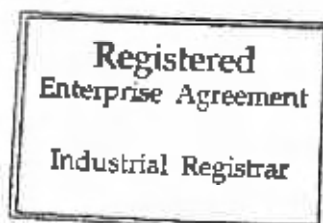
*Positional Merit Payments*

- 8.51 In addition to the base rates outlined above, the Society may elect to pay individual employees working in a specialised area amounts in excess of the above rates. These shall be known as a "Positional Merit Payment".
- 8.52 There shall be no entitlement to receive any such Positional Merit Payment and it may be withdrawn by the Society with notice. This may occur where an employee demonstrates by his or her behaviour or level of performance, his or her ineligibility to continue to receive the payment in addition this may also occur where an employee transfers to a different position that does not warrant such a Positional Merit Payment as per clause 7.36.

*Superannuation*

- 8.53 In accordance with the Commonwealth's Occupational Superannuation legislation the Society shall contribute a percentage of an Employee's basic rate of pay into the Newcastle Permanent Staff Plan Superannuation Fund. If requested the Society will allow an employee to nominate a fund of their choice. This fund must be a complying Superannuation fund.

*Travel Expenses*





8.54 The Society shall, where appropriate, pay all Employees' Travel Expenses at the following rates.

8.55 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 \$0.53 per kilometre as per award, as varied, 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, which ever is appropriate.

8.56 Where an employee whose principal duty is to travel from their home branch (that is the branch closest to their residential address) 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:-

(a) \$80.00 per fortnight On Call Allowance; and

(b) When travelling from the employee's home branch a relief allowance will be paid as follows:-

Up to 10km \$10/day

Up to 30km \$17/day

Up to 50km \$25/day

Up to 70km \$30/day

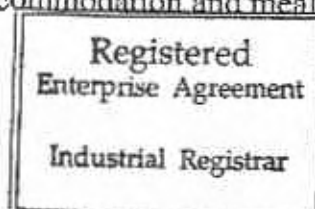
Over 70km \$40/day

When a relief staff member is rostered to one branch and after arriving at that branch is then sent to another, the distance travelled in the second instance will be added to the original distance travelled and the daily relief allowance will be calculated on the total of the two distances.

8.57 Travel expenses shall not apply to Senior Staff (as per Schedule 3) 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. Excessive travel is deemed to be every kilometre over 80 kilometres per week travelled on Society business.

#### *Living Away from Home Expenses*

8.58 When 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 accommodation and meals.



### ***First Aid Allowance***

8.59 The Society shall pay Employees a first aid allowance at the rate of \$8.10 per week as per award as varied where:-

- (a) It is required by the Occupational Health and Safety Act;
- (b) The Employee has been appointed as the Occupational Health and Safety First Aid Officer at a particular place of work by the Society; and
- (c) The Employee holds the requisite qualifications.

### ***Higher Duties Allowance***

8.60 The Society shall pay Employees a Higher Duties Allowance where the Employee performs such duties of the level of Supervisor and above.

8.61 To qualify for a Higher Duties Allowance:

- (i) Staff performing the higher duties of a Supervisor are required to perform such duties for a minimum of two (2) consecutive work days (excluding Saturday mornings).
- (ii) Staff below the level of Supervisor who perform the higher duties of a Manager are required to perform such duties for a minimum of two (2) consecutive work days (excluding Saturday mornings).
- (iii) Staff performing the duties above the level of Supervisor are required to perform such duties for a minimum of five (5) consecutive work days.

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 (in the case of a Supervisor position, the first two days), for that higher position.

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 and was appropriately qualified and accredited to do so. In addition, a Higher Duties Allowance will only be paid where application has been made by the Employee and has been approved by the appropriate Regional, Divisional or Executive Manager.

8.62 The higher Duties allowance shall be the difference between the officers current salary and the base rate for the position being relieved.

### ***Meal Allowance***



8.63 A Meal Allowance of \$9.85 as per award, as varied, shall be paid to Employees where clause 9.23 applies, unless the Society provides an appropriate meal to the Employee.

***Inconvenience Allowance***

8.64 Any Employee who regularly works outside Normal Operating Hours will be paid an Inconvenience Allowance of 17% of his or her normal hourly rate for those hours worked outside Normal Operating Hours.

***Inconvenience Benefit***

8.65 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 ATM Callout***

8.66 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.

8.67 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, 6am to 9pm each 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 Employees' responsibility to arrange cover with other members of the callout team should they not be able to fulfil their roster commitments. No unauthorised person may accompany an employee on callout in the callout vehicle or into any office or premises of the Society.

8.68 A mobile phone is available for the purpose of receiving calls, confirming enter and departure times and as an additional security measure.

8.69 The agreed hourly rate for Employees rostered for work on the callout team, and who are actually called out for work, is as follows:-

(a) Monday to Friday	\$15.50 per hour
(b) Saturday	\$20.00 per hour
(c) Sundays	\$30.00 per hour
(d) Public Holidays	\$40.00 per hour.



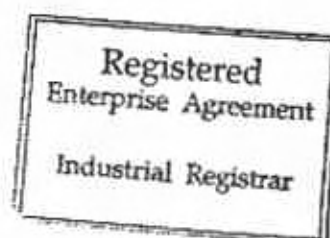
8.70 A minimum half hour payment will be made for each callout, providing the Employee returns home before the next callout.

- 8.71 Each employee rostered to perform such duties for a full week will receive:
- (a) A standby allowance of \$110.00 per week; and
  - (b) A day off to be taken during the following fortnight on a mutually acceptable day
- 8.72 The time taken to exchange possession of the Vehicle shall not be regarded as a call out.
- 8.73 Nothing in this clause will prevent the Society from using external contractors or from changing its security arrangements.

***After Hours Loans Service***

- 8.74 The Society provides an after hours Loans Service which will operate between 5pm to 9pm Monday to Friday, 12pm to 9pm Saturday, 9am to 9pm Sunday and Public Holidays.
- 8.75 Employees rostered as part of this service in addition to their normal hours, must ensure their availability during those times. A mobile telephone linked to the Society's Loan Hot Line will be provided.
- 8.76 Each employee rostered to perform such duties for a full week will receive:
- (a) a Standby Allowance of \$110 per week; and
  - (b) a day off to be taken during the following fortnight on a mutually acceptable day.
- 8.77 Where an employee conducts loan interviews during the hours mentioned in Clause 8.74, he or she will be paid:

Monday to Saturday	\$15.50/hour
Sunday	\$30.00/hour
Public Holidays	\$40.00/hour



- 8.78 A minimum of half hour payment will be made for each such interview.
- 8.79 Incidental travel expenses as defined in clause 8.55 will apply.

***Accident Pay***

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

***Payment of Salaries***

- 8.81 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.

## **9 HOURS OF WORK**

### *Ordinary Hours*

- 9.1 The Society employs Full Time Employees, Part Time Employees, Job Share Employees and Casual Employees.
- 9.2 '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.
- 9.3 Casual, Jobshare 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.
- 9.4 As far as possible, the Society will give its Employees seven days notice of a change in 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*

- 9.5 The 'Normal Operating Hours' of the Society are from 7.30am to 6pm every Monday, Tuesday, Wednesday, Friday, Saturday and from 7.30am to 9pm every Thursday. These hours do not apply to public holidays.
- 9.6 If the Society decided to operate specific areas on a Sunday it would only do so in response to the actions of its competitors.
- 9.7 If Specific areas of the Society were to operate on a Sunday, permanent staff would only be required to work one Sunday per month with the provision for two consecutive days off within the following week unless mutually agreed by each staff member.
- 9.8 The provisions outlined in the preceding clause may only be waived by mutual consent and shall not apply to employees employed before 5 January 1996 unless mutually agreed by each staff member.
- 9.9 Employees who work on Sunday, as part of their normal hours shall be paid at the rate of 175% of their normal hourly rate for those hours worked.



- 9.10 Employees' Ordinary Hours are those rostered by the Society from time to time.
- 9.11 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 before opening times.

### ***Overtime***

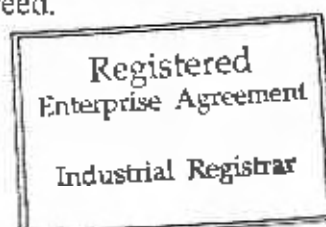
- 9.12 All Employees are required to work reasonable overtime when requested.
- 9.13 The Society may, through consultation, grant the Employee ordinary time off in lieu of overtime. Employees entitled to overtime shall have the option to nominate payment of overtime or time in lieu at the time of approach.
- 9.14 Overtime shall be calculated on a daily basis and will only be recognised where the overtime worked exceeds 15 minutes on any day.
- 9.15 Where Overtime is paid it 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. Overtime worked after 12 noon on a Saturday will be paid at twice the normal hourly rate.
- 9.16 Overtime worked on a public holiday will be paid at double time and a half.
- 9.17 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.
- 9.18 When overtime is necessary it shall, wherever 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 he or she can be relieved from duty.

### ***Training/Staff Meetings***

- 9.19 The Society and Staff recognise that staff training and meetings are a necessary part of their normal duties and acknowledge the need for these to be held outside normal operating hours. It is agreed that up to 1 hour per month for such meetings and training form part of the contract of employment for which no payment is required.

### ***Meal Breaks***

- 9.20 Ordinarily Employees shall be granted a meal break of 1 hour per day.
- 9.21 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.



- 9.22 Meal breaks during Ordinary Hours shall not be paid.
- 9.23 If an Employee is required to work more than one hour before or after their normal commencing or ceasing time respectively for the day, a meal allowance shall be paid as stated in clause 8.63. .
- 9.24 Ordinarily the Society will not expect Employees to work more than 6 hours without a meal break, unless by mutual agreement.

### ***Tea Breaks***

- 9.25 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.
- 9.26 Tea Breaks are not cumulative, nor can they be forgone as time in lieu.
- 9.27 Each 10 minute Tea Break shall count towards the Ordinary Hours of the Employee.

### ***Saturday Morning Rosters***

- 9.28 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 only allows for a limited level of flexibility. However the Society will review all submissions from individual Branches detailing their proposals so as to provide a structured system to allow for Saturday rosters. Each Branch request will be judged on its merits and subject to provisions of adequate staffing and compliance with clause 9.29. This may involve the provision of Casual and Permanent Part Time Staff who may be offered Saturday work. Any suggested rostering submission will be prepared by the Branch Manager concerned, in conjunction with the Regional Manager and will be submitted to The Human Resources Manager for consideration and approval.
- 9.29 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.

## **10 LEAVE**

- 10.1 The Society will pay its Employees for one rostered day off for each calendar month, or their two half day equivalent. It will also pay for, 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:-

- (a) Annual Leave
- (b) Compassionate leave
- (c) Recreation Leave
- (d) Discretionary leave
- (e) Examination leave
- (f) Extended leave
- (g) Jury duty leave
- (h) Leave pursuant to the *Workers Compensation Act*
- (i) Long-service leave
- (j) Unpaid leave
- (k) Paid sick leave
- (l) Parental leave
- (m) Public holidays



***Annual Leave***

- 10.2 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 and Job Share Employees at an equivalent rate proportionate to their Normal Hours worked.
- 10.3 Casual employees are not entitled to paid annual leave, to compensate for this they receive an additional payment on top of their normal hourly rate as detailed in clause 8.9.
- 10.4 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.
- 10.5 Annual Leave shall be granted at a time 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.



This clause also applies to Casual employees. 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.

- 10.6 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***

- 10.7 The Society shall grant each Employee, other than a casual employee, two days Compassionate Leave in the event of the death of a person as prescribed in clause 10.28. Compassionate Leave must be taken within a reasonable time of the Employee being made aware of the death.

#### ***Recreation Leave***

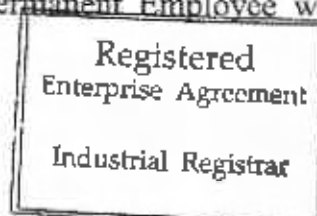
- 10.8 Full time Employees shall receive up to thirteen and one half days' Recreation Leave per annum including a picnic day and one half day leave to attend the appropriate regional show.
- 10.9 To be eligible for the half day show day an Employee must have commenced employment prior to the relevant show date, and must have completed their probationary period.
- 10.10 The full day picnic day is available to all full time Employees with a minimum three months' service in a calendar year and may be taken at any time during the year, except during their probationary period.
- 10.11 The picnic day and the half day show day are not cumulative and must be taken in the year in which they accrue.
- 10.12 The Society shall grant each full time Employee up to one full day's Recreational Leave for each full month of that Employee's employment with the Society. One full day will be either one weekday or two Saturday mornings.
- 10.13 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***

- 10.14 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/Study Leave***

- 10.15 Examination leave of up to one day per examination and study leave on one day per subject shall be granted to any permanent Employee who has served a



minimum of 1 year with the Society, and who has been accepted as part of the Education Assistance Program outlined in clause 6.5.

***Extended Leave***

10.16 The Society may grant Employees the right to take accumulated Annual Leave and Long Service Leave in 1 block, up to the balance of their accruals.

10.17 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.

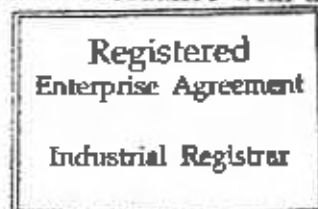
10.18 The Society's policy is to agree to no more than 12 Employees taking Extended Leave in any calendar year, where relief is required. Employees wishing to apply for Extended Leave should therefore provide the Society with as much notice as possible.

***Jury Duty***

10.19 The Society will pay to an Employee called up for Jury Duty and who provides satisfactory evidence of his or her 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***

10.20 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***

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

***Unpaid Leave***

10.22 Unpaid leave will be subject to the Society's discretion and must be approved by Human Resources Department prior to the leave being taken.

10.23 Any request for unpaid leave is to be forwarded in writing to the Human Resources Department. Each case will be individually assessed on its merits. Consideration will also be given to length of service, attendance record, job performance, length of time the employee has requested and the effect this will have on staffing requirements within the organisation.

10.24 Whilst on unpaid leave all benefits such as sick, annual and long service leave will not accrue.

#### *Paid sick leave*

10.25 The Society shall grant to all full time Employees after a qualifying period of 3 months, 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.

10.26 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.

10.27 To the extent permitted by law, the Society will allow its Employees all or part of granted sick leave to care for a person as prescribed in Clause 10.28.

10.28 The entitlement to use sick leave in accordance with Clause 10.26 is subject to:

(i) The employee being responsible for the care of the person concerned; and

(ii) The person concerned being:

(a) A Spouse (including defacto and same sex partner)

(b) a child (including an adopted child, a step child, a foster child, or an ex nuptial child), parent (including a foster parent and legal guardian), grandparent, grandchild or sibling of the employee or spouse or defacto spouse of the employee; or

(c) a relative (someone who is related to the employee by blood marriage or affinity) who lives in the same household.



10.29 Sick leave shall be accumulative for the whole of an Employee's employment.

10.30 Notice of sick leave shall, wherever possible, be given to the Human Resources Department prior to 7.45 am 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.

- 10.31 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. If a certificate is requested and not provided then the absence will be treated as unpaid leave.
- 10.32 Probationary employees are entitled to unpaid sick leave. After the probationary period, each full time employee is entitled to 38 hours' paid sick leave in the first year of service and in the case of Job Share and part time employees pro rata depending upon the hours worked.
- 10.33 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 will treat such a period as sick leave and adjust the Employee's Annual Leave accordingly.
- 10.34 The Society will not accept post-dated medical certificates.
- 10.35 There shall be no entitlement to payment in lieu of sick leave not taken at the termination of an Employee's employment.
- 10.36 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***

10.37 Parental Leave will be granted in accordance with the provisions of *Part 4 Division 1* of the *Industrial Relations Act 1996* (NSW). Parental leave includes maternity leave, paternity leave or adoption leave. In order to avail themselves of these provisions, Employees:-

- (a) Are encouraged to give notice as soon as a pregnancy or pending adoption is confirmed;
- (b) Are required prior to the commencement of their parental leave, to give the Society a minimum of 6 weeks' written notice or as much notice as possible. Under normal conditions leave will commence not less than 6 weeks prior to confinement. On provision of a medical certificate employees may work up to 4 weeks prior to confinement. Where possible the Society will endeavour to meet any special conditions noted in the medical certificate.
- (c) An employee may shorten the period of parental leave with the

Registered  
Enterprise Agreement  
Industrial Registrar

agreement of the employer and by giving the employer notice in writing of the shortened period of at least four weeks before the leave is to come to an end.

### ***Public holidays***

10.38 Permanent Employees shall be entitled to take all public holidays, , 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 only deduct the actual working days taken from their annual leave entitlement..

## **11 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.

- |               |                                      |
|---------------|--------------------------------------|
| <b>Step 1</b> | Verbal counselling                   |
| <b>Step 2</b> | Recorded warning                     |
| <b>Step 3</b> | Final warning (placed on assessment) |
| <b>Step 4</b> | Employment review                    |



### ***Step 1 - Verbal Counselling***

- 11.4 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 his or her 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.

### ***Step 2 -Recorded Warning***

- 11.5 Where there has been a failure to respond to verbal counselling, the Manager or Supervisor will require a recorded interview with the Employee. The Employee may seek the attendance of a witness of their choice. 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.

*Step 3 - Final Warning (placed on assessment)*

- 11.6 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, with regular performance reviews being carried out during that time.
- 11.7 All loan concessional rates, merit payments and other discretionary payments may also be reviewed at this Final Warning stage.

*Step 4 - Employment Review*

- 11.8 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.

## **12 GRIEVANCE PROCEDURE**

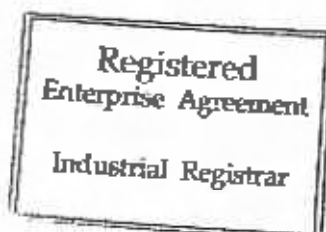
- 12.1 Refer Annexure One. . The policy explains what to do if you have a grievance about anything to do with work.

## **13 STAFF DISCOUNTS**

*Home Insurance*

- 13.1 The Society will forego its commission entitlement on the insurance policies of staff homes through CGU Insurance. Other policy types may also see the commission waived. This benefit will be retained whilst a staff member is on parental leave.

*Staff Account*



- 13.2 Each employee, on the satisfactory completion of their initial probationary period, shall be entitled to one card based account which will have 35 free transactions per month. This account may either be in a single or joint name

#### *Mortgage Insurance*

- 13.3 The commission on this product through Swann Insurance will also be foregone.

#### *Travellers Cheques and Foreign Cash*

- 13.4 The normal sales or purchase commission will not be charged on staff transactions.

## **14 STAFF LOANS - GENERAL**

### *Introduction*

- 14.1 Concessional interest rates are available on personal and home loans to approved Employees:-

- (a) to reward loyalty and good performance;
- (b) to provide an incentive to grow and prosper within the Society.

- 14.2 This concept is not an automatic right, but a privilege administered and approved on a case by case basis by the Society.

### *The Concept*

14.3

- (a) All proposed loans to staff of the Society will be submitted to the Board for approval showing details of the proposed loan, security, concessional rate of interest and term.
- (b) Staff Lending conditions will be the normal conditions approved by the Society for ordinary borrowers unless otherwise specified.
- (c) 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.
- (d) 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



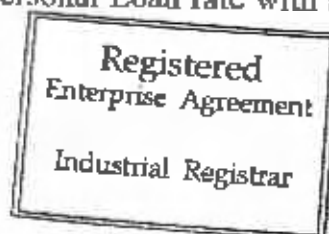
removal of the concessional rate or the requirement of repaying the loan in full.

- 14.4 In order to qualify for any concessional loan, a Permanent Employee must be an employee of the Society for a continuous period of not less than 2 years. This may be shortened to 1 year, where the Employee converted from an existing Casual Employee status, where that status was for a period of at least 12 months.
- 14.5 In order to qualify for any concessional loan, a Casual Employee must have worked on a casual basis for a period of not less than 5 years. This may be shortened where the Employee converted from an existing Permanent Employee status, where that status was for a period of at least 2 years. Casual Employees not meeting this latter requirement will have their request judged on its merits.
- 14.6 In addition, a Casual Employee must work a minimum of five hundred (500) hours in each financial year. The Society reserves the right to withdraw the concessional loan rate if the casual employment falls below this minimum.
- 14.7 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.
- 14.8 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.
- 14.9 If before repayment of his or her concessional loan an Employee:
- (a) shall have ceased for any reason to be in the employ of the Society; or
  - (b) 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;

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***

- 14.10 The Society will offer Employees concessional rates on personal loans. The rate will be 2% below the highest secured Personal Loan rate with a ceiling of \$25,000.





- 14.11 Appropriate loan security will be required at the Society's discretion.
- 14.12 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***

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

- (a) The Society is entitled to vary the rates of interest payable in respect of any advance or loan made to the Employee.
- (b) The approval of the concessional loan rate and its continued application is at the sole discretion of the Society.
- (c) 6 broad categories for concessional loans will apply to staff employed prior to the 5<sup>th</sup> January 2000. 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%	Senior Managers
65.0%	Specialist Staff, Supervisors, Office Managers, Managing Supervisors, Relief/Trainee Managers and Assistant Managers
75.0%	Other Staff
85.0%	Part-Time Staff
90.0%	Casual Staff



- (d) All staff employed on or after the 5<sup>th</sup> January 2000 may be eligible under the current qualifying period of 2 years for a staff loan up to a maximum of \$ 80,000.00 at 90% of the "Permstart" variable rate.
- (e) The Board may at its discretion at any time change the participants from one category to another, or strike a different rate.
- (f) 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.
- (g) The loan will only be approved on the basis that the home is, or is to be the Employee's personal residence.

### ***Maximum Loan***

14.14 All staff will be eligible for a concessional interest rate on all first mortgage loans made on the security of an Employee's private dwelling. Staff employed prior to the 5<sup>th</sup> January 2000 will be eligible for a minimum loan of \$ 80,000.00 or two and one half times annual salary, whichever is the higher, providing that such maximum does not exceed the amount provided by legislation. From the commencement of this agreement all new applications for staff concessional loans to employees employed prior to the 5<sup>th</sup> January 2000 will be capped at a maximum of \$ 125,000.00. All staff employed on or after the 5<sup>th</sup> January 2000 will be eligible for a loan as detailed in clause 14.13 (d)

14.15 Any Employee who has previously been granted a loan may apply for an increase up to the maximum amount allowed pursuant to clause 14.14. 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***

14.16 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 dependent 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.

14.17 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.

### ***Staff Loans and Parental Leave***



- 14.18 The Society has agreed to allow staff who take parental leave to retain the staff concessional loan rate providing:
- (a) The employee has had five (5) years' continuous employment as defined in clause 4.25
  - (b) The employee applies in writing for this option
  - (c) The employee returns to work for a time equivalent to the length of parental leave taken
  - (d) The employee returns to his or her original or equivalent position
- 14.19 If a staff member who takes parental leave and who is receiving the benefit of the concessional staff loan rate does not meet the requirements set out in clause 14.4, the concessional interest rate will be withdrawn and will revert to the current variable interest rate.
- 14.20 All benefits received from the concessional loan rate (including any Fringe Benefits Tax incurred by the Society that cannot be redeemed from the Australian Taxation Office) while on parental leave will be forfeited. The loan amount will be rewritten to include such forfeited benefits at interest rates equivalent to those determined variable rates applying during the period.



## SCHEDULE 1

### 1. Newcastle Permanent Building Society Limited



## SCHEDULE 2

### Base Salary Rates Applying after each Percentage Increase per fortnight

Staff Category	On Approval 4.00%
Age < 18 years	568.09
Age 18 years	686.24
Age 19 years	775.80
Age 20 years	905.82
 <b>Junior Branch/ Clerical Assistant</b>	 <b>938.74</b>
 <b>Probationary Trainee Branch/Clerical Assistant</b>	 <b>1040.70</b>
<b>Trainee Branch/Clerical Assistant</b>	<b>1119.46</b>
<b>Branch/Clerical Assistant</b>	<b>1159.92</b>
 <b>Advanced Branch/Clerical Assistant</b>	 <b>1173.95</b>
<b>Advanced Branch/Clerical Assistant Grade One</b>	<b>1196.07</b>
 <b>Senior Advanced Branch/Clerical Assistant</b>	 <b>1340.00</b>
<b>Supervisor<sup>1</sup></b>	<b>1460.00</b>



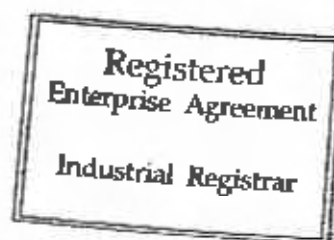
14.1 \_\_\_\_\_

14.1 <sup>1</sup> Supervisor and Senior ADA/ACA rate of pay has been adjusted individually to maintain market rate in line with competitors.

## SCHEDULE 3

<b>Branch Managers</b>	<b>Administration Support Manager</b>
<b>Regional Managers</b>	<b>Electronic Funds Manager</b>
<b>Executive Assistant</b>	<b>Human Resources Manager</b>
<b>Advertising Manager</b>	<b>Personnel Manager</b>
<b>Compliance Officer</b>	<b>Staff Development Manager</b>
<b>Marketing Manager</b>	<b>Fund Administrator Manager</b>
<b>Chief Internal Auditor &amp; Audit Team</b>	<b>Superannuation Manager</b>
<b>Company Secretary</b>	<b>Financial Advisers</b>
<b>Electronic Services Manager</b>	<b>Loans Manager</b>
<b>Information Technology Manager</b>	<b>Assistant Loans Manager</b>
<b>Information Technology Systems Manager</b>	<b>Personal Loans Manager</b>
<b>Information Technology Operations Manager</b>	<b>Office Manager</b>
<b>Customer Services Manager</b>	<b>Community Manager</b>
<b>Advances Manager</b>	
<b>Securities Manager</b>	
<b>Chief Accountant</b>	
<b>Financial Accountant</b>	
<b>Manager – Operations Administration</b>	
<b>Loans Processing Manager</b>	
<b>Insurances Manager</b>	
<b>Collections Manager</b>	
<b>Treasury Manager</b>	
<b>Assistant, Relief Managers and Managing Supervisors</b>	

This list may be amended as required, at the discretion of Senior Management.





*Procurt. Secretary.*

Michael Want..... )

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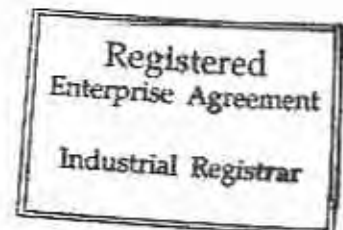
# Newcastle Permanent Building Society

## GRIEVANCE PROCEDURE

### When to use this grievance procedure

This procedure explains what to do if you have a grievance about anything to do with work. A grievance means any type of problem, concern or complaint about work or the work environment. For example, you could have a grievance about:

- transfer or promotion;
- staff development or training availability;
- rosters or hours of work;
- wage or salary levels;
- leave allocation;
- the work environment;
- safety in the workplace;
- the nature of supervision;
- performance appraisal;
- discrimination or harassment.



We recognise that you can't do a good job, or be fully productive, if you feel management or anyone else at Newcastle Permanent Building Society (NPBS) is treating you unfairly, discriminating against you or harassing you.

That is why we have policies that set standards and guidelines about how we expect managers and supervisors to make decisions on such things as leave allocation, promotion, training and development. It is also why we have policies on EEO (equal employment opportunity), discrimination and harassment. These policies set standards of behaviour for everyone at NPBS.

If you have any type of problem, concern or complaint about work or the work environment, we want you to use this grievance procedure so we can sort it out as quickly as possible. Please use this procedure whenever you need to. Don't let anyone get away with unfair or unjustified decisions or behaviour.

### Important points about our grievance procedure

**Easy to use and trustworthy** - our grievance procedure was developed through wide consultation to make sure we set up the best possible grievance procedure. Because of this we believe that all employees will find our grievance procedure easy to use and trustworthy.

**Confidential** – only the people directly involved in the grievance, or in sorting it out, can have access to information about your grievance. Information only goes on an employee's personnel file if they are disciplined as part of sorting out the grievance.

**Impartial (fair)** – all sides get a chance to tell their side of the story. No-one makes any assumptions or takes any action until all relevant information has been collected and considered. All sides have access to support or representation if they want or need it.

**Free of unfair repercussions or victimisation** – management takes all necessary steps to make sure that people involved in a grievance are not victimised by anyone for coming forward with the grievance or for helping to sort it out. Any victimisation will be disciplined. However, if you use this grievance procedure to lie about someone you too can be disciplined. Of course, if we decide that we need to take disciplinary action against someone for breaching any of our policies or standards, then we will do so. However, we will do this fairly and consistently.

**Sorted out with a minimum of fuss** – we aim to sort out all grievances at the lowest level possible with the minimum of fuss. In many cases grievances can be sorted out by agreement between the people involved with no need for disciplinary action.

**Sensitive** – the people who help sort out grievances have been specially trained to treat all grievances sensitively. You won't be laughed at or treated badly for making a grievance, or for explaining your side of the story.

**Timely** – we aim to deal with all grievances as quickly as possible. There are time limits for the different stages. We aim to sort out all grievances within four weeks if at all possible. Most grievances can be sorted out even faster than this.



## What to do if you have a grievance

	<i>What to do</i>	<i>When</i>
<b>Step 1</b>	If you can, try to sort it out yourself with the person or people involved. You may find that they didn't mean to do what they did.	Do this as soon as possible.
<b>Step 2</b>	If: <ul style="list-style-type: none"> <li>• you aren't sure how to handle the problem yourself, or</li> <li>• you just want to talk confidentially about the problem with someone and get some more information about what you can do,</li> </ul> talk to any one of the grievance contact/support officers. <i>See below for more about what they do. See page 8 for a list of contact/support officers.</i>	Do this as soon as possible.  The contact/ support officer must speak with you as soon as they can and preferably on the same day you ask to see them.
<b>Step 3</b>	To get the grievance sorted out, go to see: <ul style="list-style-type: none"> <li>• your supervisor, or if you don't want to see them,</li> <li>• your manager, or if you don't want to see them,</li> <li>• any other supervisor or manager who is at a higher level than you, or anyone in human resources.</li> </ul> <i>For what they will do see below.</i>	Do this as soon as possible.  The person you see must get full information from you as soon as possible. Unless there is a very good reason they must do this within two working days.  They must then sort out the grievance as fast as possible – see below for more information on our time limits.
<b>Step 4</b>	If you are unhappy with the way the grievance is being, or has been, sorted out, you can appeal to: <ul style="list-style-type: none"> <li>• the manager of the person who was/is sorting out your complaint, or if you don't want to see them</li> <li>• any other more senior manager or member of human resources.</li> </ul> <i>For what they will do see below.</i>	Do this as soon as possible.  We aim to have any appeal sorted out as quickly as possible.
<b>Step 5</b>	If you are still unhappy, you can get advice from any relevant external agency, for example: <ul style="list-style-type: none"> <li>• the NSW Anti-Discrimination Board</li> <li>• the Human Rights and Equal Opportunity Commission</li> <li>• the NSW Industrial Relations Commission</li> <li>• the Australian Industrial Relations Commission</li> </ul> <i>See below for contact numbers.</i>	Do this as soon as possible.  Each agency will tell you what their time limits are.

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## What will a grievance contact/support officer do?

Grievance contact/support officers are ordinary employees who volunteered for this job. They have been specially trained to help anyone who has, or thinks they may have, a grievance.

A contact/support officer can give you confidential advice about the best way to tackle your problem and where you can go if you need more help. A contact/support officer is not allowed to investigate or sort out your grievance. However, they can go with you to see someone who can sort it out for you.

For a list of contact officers see page 8.

## What will the person I ask to sort out my grievance do?

*Wherever practical, within two working days of you approaching them they will:*

1. get full information from you about your grievance and what will sort it out as far as you are concerned.
2. explain how the rest of the grievance procedure works (including what will be done to protect you from victimisation); they will also refer you to people who can provide you with support or representation, if you need either of these.
3. decide if they are the appropriate person to continue handling the grievance – they may be too junior in the hierarchy, too biased or seen to be too biased, to handle the grievance. If they can't handle it they will refer you to another appropriate supervisor/manager/grievance handler. That person will talk with you and then continue the process as described below.

*Wherever practical, within two working days of your interview with them they will:*

4. put the information they've received from you to the person/people you're complaining about and get their side of the story.

*Wherever practical, within one week of interviewing the person/people you're complaining about, and no later than four weeks from the date you first approached the grievance handler they will:*

5. work out whether the matter(s) alleged in your grievance are serious enough to be disciplinary' see 'What are the possible outcomes?' below.
6. work out whether they now have enough information to know whether the matter(s) alleged in the grievance did or didn't happen.
7. if they don't have enough information to know whether the matter(s) alleged in the grievance did or didn't happen, and the allegation or counter-allegation is serious enough to be disciplinary, they may need to speak to witnesses. If there are no

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witnesses, they may need to refer the grievance to senior management to decide what to do about it

8. if they decide to speak to witnesses, they will do this very carefully, so as not to breach confidentiality. They won't speak to any more witnesses than they need to speak to.
9. decide how the grievance should be resolved and let everyone involved know. They will do this in the following way:
  - when the grievance involves an allegation of a non-disciplinary or minor disciplinary nature, and the main facts are not in dispute, they will mediate it. This means they will help you and the other person or people involved come to a joint agreement about how the grievance should be resolved;
  - when the grievance involves an allegation of a non-disciplinary or minor disciplinary nature, and the main facts are in dispute, they will:
    - tell you and the other person/people involved about what might have happened had the grievance been proven one way or the other;
    - warn you and the other person/people involved about the disciplinary consequences of any further victimisation;
    - tell you and the other person/people involved about your right to appeal;
    - consider the need for staff training in particular policies or standards;
    - monitor developments;
  - when the grievance involves an allegation of a more serious nature they (or a more senior manager) will work out whether, on the 'balance of probability', the unjustified treatment, discrimination or harassment did or didn't happen. They will then make a management decision about how the complaint should be resolved. This will usually involve a disciplinary measure against one or more employees. The type of discipline will obviously depend on the level of breach/problem that has happened. Discipline could range from a verbal apology for a less serious incident, through to dismissal for a very serious incident or series of incidents. Discipline will be imposed in a fair and consistent manner across the organisation: see '*disciplinary action*' below for more about what type of discipline to expect.
10. consider if there is a need to use a mediator to help everyone readjust to working effectively together.

*For the next few months they will:*

11. monitor the outcome to make sure there are no further repercussions.



Discipline could involve one or more of the following:

- a written apology;
- counselling;
- an official warning;
- loss of promotion rights or wage/salary increases for a specified period;
- transfer or demotion;
- dismissal.

Several of our policies specify the types of behaviour that can lead to dismissal. You can read about this in our EEO Policy and Harassment Policy.

A record of the grievance and the resulting disciplinary action will be placed on the personnel file of the person who is disciplined. The contact/support officer and grievance handlers will also send all their notes and a copy of the record of the grievance to the person in charge of the confidential grievance filing system within human resources.

#### How will the appeal work?

The person who handles an appeal will generally 'rehear' the grievance, by going through the same steps as the person who handled the original grievance. However, they may decide to interview more witnesses if they think they will be able to help.

They may confirm the original decision or overturn it.

In addition, if they believe any contact/support officer or the original grievance handler mishandled the grievance in a way that breaches this grievance procedure, they may recommend disciplinary action against that person.

#### Who else can help?

At any time during a grievance you are involved in you can get legal advice from your union representative or any other legal representative. If you want to bring a union or legal representative to any grievance meeting you can do this.

You can also get confidential support and advice from any of the contact or support officers at any time during the grievance. You can get advice from one of these people if you are the person who has the grievance or if you are the person who has been 'accused' of doing something wrong.

In addition, at any time during your grievance you have the right to contact an external agency for advice or help. You can also do this if you are unhappy with the way the grievance has been resolved. Agencies that may be able to help are:



- **NSW Anti-Discrimination Board**

Level 17, 201 Elizabeth St  
SYDNEY 2000  
(PO Box A2122  
Sydney South NSW 1235)  
Ph (02) 9268 5555  
Fax (02) 9268 5500  
\*TTY (02) 9268 5522

Wollongong Gov't Offices  
84 Crown St  
WOLLONGONG 2500  
Ph (02) 4226 8190  
Fax (02) 4226 1190  
\*TTY (02) 4229 4143

Level 1  
414 Hunter St  
NEWCASTLE WEST 2302  
Ph (02) 4926 4300  
Fax (02) 4926 1376  
\*TTY (02) 4929 1489

\*TTY — telephone typewriter for deaf or hearing impaired persons

Enquiries Line/Employers Advisory Service — Ph: (02) 9268 5544

Toll free number 1800 670 812 if you are calling from outside the Sydney area

World wide web address — <http://www.lawlink.nsw.gov.au/adb>

- **Human Rights and Equal Opportunity Commission**

Picadilly Towers  
8/133 Castlereagh St  
Sydney 2000  
Ph (02) 9284 9600  
Fax (02) 9284 9611  
Toll free 1300 656 419  
TTY 1800 620 241

- **NSW Industrial Relations Commission**

50 Phillip St  
Sydney 2000  
Ph (02) 9258 0080  
Fax (02) 9258 0058

- **Australian Industrial Relations Commission**

Level 8, Terrace Towers  
80 William St  
East Sydney 2011  
Ph (02) 9332 0724  
Fax (02) 9380 6990

World wide web address — <http://www.airc.gov.au>

### List of contact/support officers

