

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA98/7

TITLE: Newcastle Permanent Building Society Limited Staff Enterprise Agreement 1998

I.R.C. NO: 97/6433

DATE APPROVED/COMMENCEMENT: 12 December 1997 and commenced from 5 January 1998

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**NEW AGREEMENT OR
VARIATION:** New. Replaces EA 19/96

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COVERAGE/DESCRIPTION OF

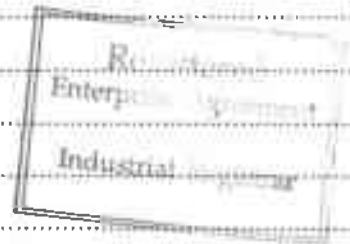
EMPLOYEES: Employees engaged under the Clerks' (Permanent Building Societies) (State) Award and employees who are not the subject of any award

PARTIES: Newcastle Permanent Building Society Limited -&- Susan Jones, Meredith Mulry, Gregory Swan, Nigel Taylor and other employees employed by the Society



TABLE OF CONTENTS

INTRODUCTION	1
<i>PREAMBLE</i>	1
<i>PARTIES BOUND</i>	1
<i>REPRESENTATION</i>	1
<i>APPLICATION</i>	1
<i>EXCLUSIONS</i>	2
TERM OF THIS AGREEMENT	2
AIMS AND OBJECTIVES OF THE AGREEMENT	2
DEFINITIONS	4
SOCIETY EXPECTATIONS OF ITS STAFF	6
<i>PRODUCT KNOWLEDGE</i>	6
<i>CUSTOMER SERVICE STANDARDS</i>	6
<i>PERSONAL QUALITIES</i>	6
<i>PERSONAL SKILLS</i>	7
<i>CUSTOMER SKILLS</i>	8
<i>GENERAL PRODUCT & SOCIETY KNOWLEDGE</i>	8
<i>SECURITY & EMERGENCY PROCEDURES</i>	8
GENERAL CONDITIONS OF EMPLOYMENT	9
<i>LABOUR FLEXIBILITY</i>	9
<i>AMENITIES</i>	9
<i>TRAINING</i>	9
<i>EDUCATION ASSISTANCE PROGRAM</i>	9
<i>AFFIRMATIVE ACTION, EQUAL EMPLOYMENT OPPORTUNITY AND ANTI-DISCRIMINATION</i>	10
<i>SECURITY</i>	11
<i>PRIVACY AND CONFIDENTIALITY</i>	11
<i>CASH HANDLING RESPONSIBILITIES</i>	11
<i>EVALUATIONS AND PERFORMANCE APPRAISALS</i>	12
<i>UNIFORMS</i>	12
<i>UNIFORM DRESS CODE</i>	13
<i>TERMINATION/RESIGNATION</i>	13
<i>GROUND FOR INSTANT DISMISSAL</i>	14



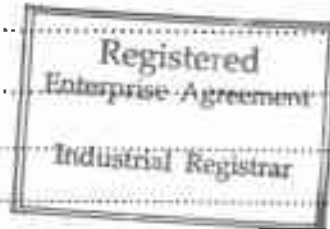
<i>EMPLOYEE ASSISTANCE PROGRAMS</i>	15
<i>COUNSELLING SERVICES</i>	15
<i>WORKER REHABILITATION PROGRAMS</i>	15
SOCIETY CAREER PATH STRUCTURES	15
<i>PROBATIONARY TRAINEES</i>	16
<i>TRAINEE BRANCH OR CLERICAL ASSISTANT</i>	17
<i>BRANCH OR CLERICAL ASSISTANTS</i>	17
<i>ADVANCED BRANCH OR ADVANCED CLERICAL ASSISTANTS</i>	17
<i>SENIOR ADVANCED BRANCH OR SENIOR ADVANCED CLERICAL ASSISTANTS</i>	18
<i>BRANCH OR DEPARTMENT SUPERVISORS</i>	18
<i>ASSISTANT OR TRAINEE BRANCH OR DEPARTMENT MANAGERS AND MANAGING SUPERVISORS</i>	18
<i>BRANCH OR DEPARTMENT MANAGERS</i>	19
<i>INTERNAL ADVERTISEMENTS</i>	19
<i>STAFF PROMOTIONS</i>	19
<i>TRANSFERS BETWEEN SOCIETY DEPARTMENTS AND BRANCHES</i>	19
<i>CONVERSION BETWEEN FULL-TIME, PART-TIME, JOBSHARE AND CASUAL</i>	20
<i>JOB SHARING</i>	20
GENERAL INFORMATION ON RATES OF PAY	20
<i>YOUNG ADULT RATES OF PAY</i>	21
<i>PROBATIONARY TRAINEE - PAY RATES</i>	22
<i>TRAINEES - PAY RATES</i>	22
<i>BRANCH AND CLERICAL ASSISTANTS - PAY RATES</i>	22
<i>ADVANCED BRANCH AND ADVANCED CLERICAL ASSISTANTS - PAY RATES</i>	23
<i>SENIOR ADVANCED BRANCH AND SENIOR ADVANCED CLERICAL ASSISTANT</i>	24
<i>BRANCH AND DEPARTMENTAL SUPERVISORS - PAY RATES</i>	24
<i>SENIOR STAFF AND MANAGERS</i>	24
<i>CASHIER'S PERFORMANCE ALLOWANCE</i>	24
<i>CASH SHORTFALLS IN EXCESS OF \$250</i>	25
<i>PERSONAL MERIT PAYMENTS</i>	25
<i>POSITIONAL MERIT PAYMENTS</i>	25
<i>SUPERANNUATION</i>	25
<i>TRAVEL EXPENSES</i>	25
<i>LIVING AWAY FROM HOME EXPENSES</i>	26



<i>FIRST AID ALLOWANCE</i>	26
<i>HIGHER DUTIES ALLOWANCE</i>	27
<i>MEAL ALLOWANCE</i>	27
<i>INCONVENIENCE ALLOWANCE</i>	28
<i>INCONVENIENCE BENEFIT</i>	28
<i>AFTER HOURS ATM CALLOUT</i>	28
<i>AFTER HOURS LOANS SERVICE</i>	29
<i>ACCIDENT PAY</i>	29
<i>PAYMENT OF SALARIES</i>	30
HOURS OF WORK	30
<i>ORDINARY HOURS</i>	30
<i>NORMAL OPERATING HOURS</i>	30
<i>OVERTIME</i>	31
<i>TRAINING/STAFF MEETINGS</i>	31
<i>MEAL BREAKS</i>	32
<i>TEA BREAKS</i>	32
<i>SATURDAY MORNING ROSTERS</i>	32
LEAVE	33
<i>ANNUAL LEAVE</i>	33
<i>COMPASSIONATE LEAVE</i>	34
<i>RECREATION LEAVE</i>	34
<i>DISCRETIONARY LEAVE</i>	35
<i>EXAMINATION LEAVE</i>	35
<i>EXTENDED LEAVE</i>	35
<i>JURY DUTY</i>	35
<i>WORKERS' COMPENSATION</i>	36
<i>LONG SERVICE LEAVE</i>	36
<i>UNPAID LEAVE</i>	36
<i>PAID SICK LEAVE</i>	36
<i>PARENTAL LEAVE</i>	37
<i>PUBLIC HOLIDAYS</i>	38
DISCIPLINE PROCEDURE	38
<i>STEP 1 - VERBAL COUNSELLING</i>	38
<i>STEP 2 -RECORDED WARNING</i>	38



<i>STEP 3 - FINAL WARNING (PLACED ON ASSESSMENT)</i>	39
<i>STEP 4 - EMPLOYMENT REVIEW</i>	39
GRIEVANCE PROCEDURE	39
STAFF DISCOUNTS	40
<i>HOME INSURANCE</i>	40
<i>MORTGAGE INSURANCE</i>	40
<i>TRAVELLERS CHEQUES AND FOREIGN CASH</i>	40
STAFF LOANS - GENERAL	40
<i>INTRODUCTION</i>	40
<i>THE CONCEPT</i>	41
<i>STAFF CONCESSIONAL RATE ON PERSONAL LOANS</i>	42
<i>STAFF CONCESSIONAL RATE ON HOME LOANS</i>	42
<i>MAXIMUM LOAN</i>	43
<i>SPECIAL CONSIDERATION</i>	44
<i>STAFF LOANS AND PARENTAL LEAVE</i>	44
SCHEDULE 1	45
SCHEDULE 2	46



NEWCASTLE PERMANENT BUILDING SOCIETY LIMITED

STAFF AGREEMENT



1. INTRODUCTION

Preamble

- 1.1. This Agreement (the 'Agreement') shall be described as the Newcastle Permanent Building Society Staff Agreement 1998. 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'), and all Employees who are employed by the Society (the 'Employees'), being employees engaged under the *Clerks' (Permanent Building Societies) (State) Award* and employees who are not the subject of any Award.

Representation

- 1.3. This Agreement has been made between the Society and a Works Committee elected pursuant to the *Industrial Relations Act 1996*, which shall be the sole representative of the Employees covered by this Agreement.

Application

- 1.4. From the date of approval of this Agreement or 5 January 1998, whichever is the latter, this Agreement, to the exclusion of all Orders, Awards or Industrial Agreements shall regulate the conditions of employment of the Employees.
- 1.5. This Agreement may be altered in accordance with the *Industrial Relations Act 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 Senior Staff and Managers, except where otherwise agreed in writing between those Employees and the Society.

2. TERM OF THIS AGREEMENT

- 2.1. This Agreement shall commence on 5 January 1998 ~~or so soon thereafter as it shall be approved as an Enterprise Agreement pursuant to the *Industrial Relations Act 1996*.~~

- 2.2. The term of this Agreement shall be a period of 2 years from the date of its commencement.

- 2.3. Until it is either terminated in accordance with the provisions of the *Industrial Relations Act 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:

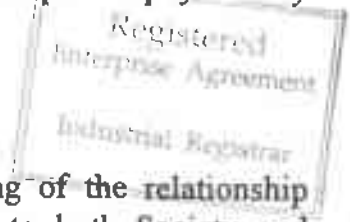
- (a) specify and record the minimum salaries, wages and conditions of employment of the Employees;
- (b) specify and record the procedures for the resolution of disputes between the Society and the Employees; and
- (c) enable the Society and the Employees to receive ongoing benefits from enterprise 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 8.39.
- 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 8.56.
- 4.9. 'Normal Day' is any period of seven hours or more worked by an Employee during one calendar day.
- 4.10. 'Normal Hourly Rate' is the rate of pay of an Employee determined by dividing 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. 'Senior staff' are employees above the level of Supervisor whose positions require special knowledge and skills. This may include such positions as Loans Officers, Retirement Counsellors, Computer Programmers/Shift Leaders, Collections Officers and Mobile Lenders at the Society's discretion.
- 4.21. 'Trainee' is defined in clause 7.11.
- 4.22. 'Job Share' shall mean a single position which is shared by two(2) employees (refer clause 7.37).
- 4.23. '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.
- 4.24. '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.



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 - (it costs nothing)



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 competently problems 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.

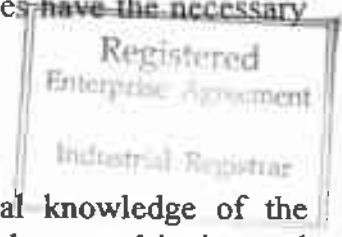
- 5.8. Where specific skills are required as an integral part of the job, such skills will be explained and levels of expertise will be determined as part of that position.
- 5.9. Competence in the care and use of Society equipment is expected of every Employee. Training will be available to ensure Employees ~~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 (eg 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

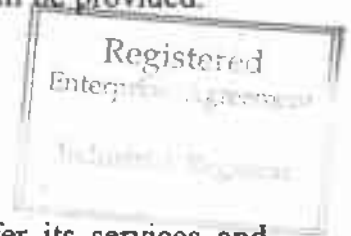
- 6.3. The Society agrees to provide ingredients (including coffee, tea, milk, sugar and boiling water) and utensils and where practicable, a suitably equipped staff room with a refrigerator for Employees' use during meal and tea breaks.

Training

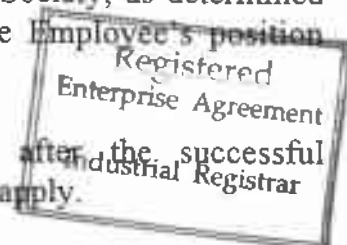
- 6.4. The Society acknowledges its obligation to train Employees and places great importance on this. Training is, and will continue to be, a major strategic tool of the Society. Acquiring technical skills as well as job and product knowledge is a central focus of Human Resources, and Personal Development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

Education Assistance Program

- 6.5. The Society recognises the importance and value of further training and while it offers an extensive range of "in-house" programs, it is acknowledged that certain appropriate external studies may also benefit both the Society and individual Employees.
- 6.6. In support of this the Society will reimburse course fees and provide subsidies for text book purchases under the following conditions:-
 - (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) Text book subsidies are based on 50% of cost and when those texts are no longer required by the student they become the property of the Society. These texts will form part of the Society library and may be made available to any Employee.



6.6.1 Examination leave of one (1) day per exam shall be granted refer to clause 10.16.

6.7. 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

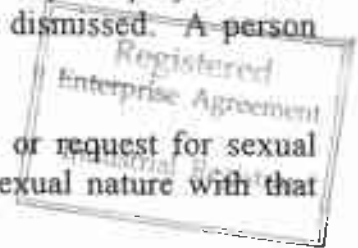
6.8. The Society has long regarded itself as an equal opportunity employer. Employment and promotion will be given to the best person for the position, regardless of sex, race, religion or political persuasion, marital status, homosexuality, age, disability or transgender identity. The Society will not tolerate any form of discrimination from any Employee towards any fellow Employee or towards any customer nor from any customer to Employee. The parties agree to interpret and apply the provisions of this agreement in a manner which is not in breach of the *Anti-Discrimination Act 1977*.

6.9. The above includes any form of Sexual Harassment. An employee who feels that they are subject to sexual harassment has a right to complain and state their case without fear of any victimisation.

All complaints will be taken seriously and confidentially by Management and resolved. Matters of this nature should be referred to the Human Resources Manager in all instances.

The Society will not tolerate sexual harassment and any employees who engaged in sexually harassing conduct can and may be dismissed. A person sexually harasses another if:

- (a) he or she makes and unwelcome sexual advance or request for sexual favours or engages in unwelcome conduct of a sexual nature with that other person **AND/OR**
- (b) the other person has reason to believe that resistance would in any way lead to a disadvantage in his or her employment.



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.

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.

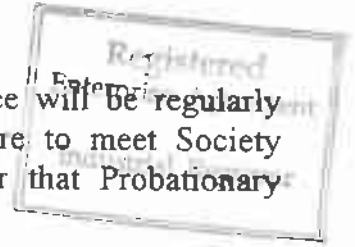
Cash Handling Responsibilities

- 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.

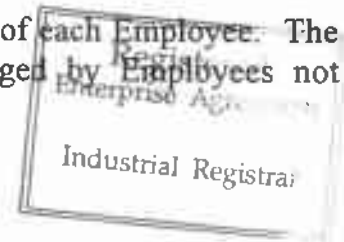


Uniforms

- 6.19. The Society agrees to provide a set uniform issue to those Employees who are deemed appropriate, 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 the listed number of items set by the Society. Additional items sought by Employees above that limit must be purchased by the Employee. Purchases will be deducted from the Employee's salary at the rate of \$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 Dress Code

- 6.25. Branch and Department managers are responsible for ensuring that their Employees wear the correct uniform in accordance with the Society Dress Code. Employees are required to wear the correct uniform during working hours. If Employees wear the uniform to and from work or during their meal breaks then they must wear the full uniform in accordance with the dress code. An exception to this would be the wearing of appropriate walking shoes for those who walk to work and appropriate inclement weather protection.
- 6.26. Appropriately toned underwear must be worn at all times.
- 6.27. Shoes worn with the female uniform must be of a plain black court style with a sensible heel height. Plain black shoes must be worn with the male uniform.
- 6.28. Inappropriate or outlandish accessories are not permitted.
- 6.29. When an Employee requires maternity wear, the Society will supply the appropriate maternity 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.

- 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.
- 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.



6.34. ***Redundancy***

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

Grounds for Instant Dismissal

6.35. 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.

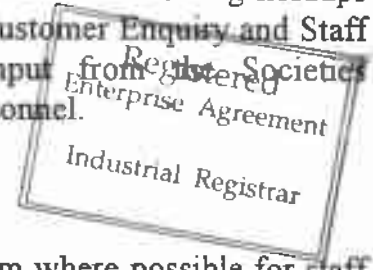
Employee Assistance Programs

6.36. 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.

Counselling Services

6.37. 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 Registered Societies Enterprise Agreement Contracted Councillor and Society Senior Personnel.



Worker Rehabilitation Programs

- 6.38. 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 eight 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 completion of the appropriate evaluation and performance appraisal, and following the expiration of the first 12 months of employment or such other period as deemed necessary by the Society, an Employee may be promoted to a Branch or Clerical Assistant.

- 7.16. During this phase of his or her career path, Employees are expected to consolidate his or her basic job and product knowledge and to demonstrate his or her willingness to progress.

- 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 may be promoted to Advanced Branch Assistant or Advanced Clerical Assistant.

- 7.19. The attainment of the level of Advanced Branch or Advanced Clerical Assistant is an eventual minimum requirement of all Employees. At this level the Employee will be acknowledged as possessing the necessary skills and product knowledge required for this position.

Senior Advanced Branch or Senior Advanced Clerical Assistants

- 7.20. 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.

- 7.21. 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.



- 7.22. 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

- 7.23. 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 Senior Advanced Branch or Advanced Branch or Senior Advanced or Advanced Clerical Assistant, shall be eligible for promotion to the position of Branch Supervisor or Departmental Supervisor.
- 7.24. 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.

Assistant or Trainee Branch or Department Managers and Managing Supervisors

- 7.25. Promotion to the level of Assistant or Trainee Manager or Managing Supervisor is based completely on performance and merit as well as an ability to appropriately manage the work of others.
- 7.26. 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.
- 7.27. Where appropriate external applicants may also be appointed.

Branch or Department Managers

- 7.28. 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.
- 7.29. It is expected that staff of the level of Managing Supervisor, Trainee Manager, Assistant Manager or Supervisor would be among the candidates for such positions. The Society, however, reserves the right to consider, and if appropriate, appoint any Employee whom it considers meets the necessary criteria for this management position. Where appropriate external applicants may also be appointed.

Internal Advertisements

- 7.30. Internal advertisements will be placed for all Senior Advanced Branch or Senior Advanced Clerical Assistants, Trainee/Cadets, Supervisors, Assistant/Trainee Managers, Managing Supervisors, Mobile Lenders, Managers



and 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

- 7.31. Upon promotion all salary and benefit entitlements shall be immediately payable 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.
- 7.32. 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

- 7.33. 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

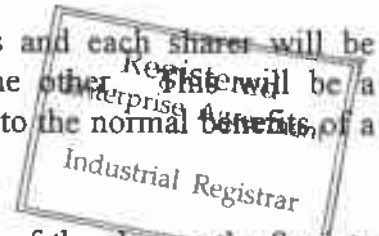
- 7.34. Where a Permanent Full-Time Employee, by mutual agreement with the Society reduces his or her normal weekly hours to less than thirty eight (38), he or she shall be able to do so without loss of service in regard to long service leave and may continue to belong to the Productivity Superannuation Fund.
- 7.35. The preceding clause will also apply to Employees who convert from Permanent Part-Time/Jobshare to Permanent Full-Time employment.
- 7.36. Because of the differences in the employment structure of Casual Employees, any Permanent Employee seeking to change to a casual position will be required to formally resign from the Society. Such a resignation will affect long service provisions although Productivity Superannuation Contributions may be allowed to continue. Any further contributions will be in accordance with the Employee's new status.

Job Sharing

- 7.37. 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.

- 7.38. 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 sharer. The sharer will be a permanent position and each sharer shall be entitled to the normal benefits of a part-time Employee.
- 7.39. 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 1998, whichever is the latter, base salaries shall reflect a 3% increase. At the expiration of 12 months a further 3% increase will apply. Unless specifically provided for in this agreement, there will be no general increases during the currency of this agreement.
- 8.2. 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.
- 8.3. Rates detailed in this agreement relate to the initial 3% increase and the future increases are detailed in schedule 2. Any National or State Wage Case decisions or award variations handed down prior to the approval of this agreement will be absorbed into the initial 3% increase.
- 8.4. The rates of pay set out in schedule 2 of this Agreement apply to Permanent Employees whose Ordinary Hours average 76 per fortnight.
- 8.5. The Young Adult rates of pay set out in clause 8.11 of this Agreement apply to Permanent Employees whose Ordinary Hours average 76 per fortnight
- 8.6. Part Time Employees shall be paid at hourly rates calculated by dividing the equivalent full time Employee's fortnightly rate of pay by 76.
- 8.7. Jobshare Employees shall be paid at hourly rates calculated by dividing the equivalent full time Employee's fortnightly rate of pay by 76.
- 8.8. Casual Employees shall be paid at hourly rates calculated by dividing the equivalent Full Time Employee's fortnightly rate of pay by 76 plus 20%.

- 8.9. 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.
- 8.10. 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

- 8.11. On approval of this agreement the following rates of pay shall apply to Full Time Employees below the level of Advanced Branch or Advanced Clerical Assistant and who are less than 21 years of age.

(a)	Under 18 years	\$476.50	per fortnight
(b)	18 years	\$576.00	per fortnight
(c)	19 years	\$651.50	per fortnight
(d)	20 years	\$760.50	per fortnight

Probationary Trainee - Pay Rates

- 8.12. '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.
- 8.13. Probationary Trainees employed Full Time aged 21 years or over shall be paid \$873.50 per fortnight.
- 8.14. Probationary Trainees employed Full Time aged 20 years or younger shall be paid the same pay rates as those detailed in schedule 2.
- 8.15. Probationary Trainees employed Part Time shall be paid in accordance with the provisions of clause 8.6.
- 8.16. Probationary Trainees employed as Casuals shall be paid in accordance with clause 8.8.
- 8.17. Probationary Trainees shall not be entitled to receive a Cashiers Performance Allowance.

Trainees - Pay Rates

- 8.18. '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.
- 8.19. For Full Time Trainees 21 years or older the basic rate of pay shall be \$939.50 per fortnight. Trainees employed Part Time shall be paid in accordance with the provision of clause 8.6. Trainees employed as Casuals shall be paid in accordance with the provisions of clause 8.8.
- 8.20. For Full Time Trainees under 21 years of age the Young Adult pay rates set out in schedule 2 shall apply.
- 8.21. 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

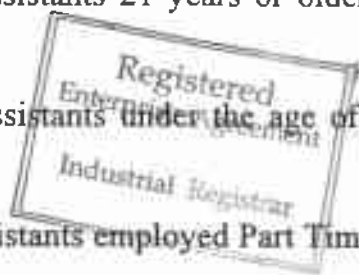
- 8.22. A Branch or Clerical Assistant means an Employee, of whatever age, who has successfully completed the Society's Branch or Clerical Assistant evaluation and appraisal, and who has been appointed a Branch or Clerical Assistant by the Society.
- 8.23. For Full Time Branch or Clerical Assistants aged 21 years or older the basic rate of pay shall be \$973.50 per fortnight.
- Branch or Clerical Assistants under the age of 21 years shall be paid \$788.00 per fortnight.
- 8.24. Branch and Clerical Assistants employed Part Time shall be paid in accordance with the provisions of clause 8.6.
- 8.25. Branch and Clerical Assistants employed as Casuals shall be paid in accordance with provision of clause 8.8.
- 8.26. In addition to the base rate, Branch Assistants shall be entitled to receive the Cashier's Performance Allowance where their responsibilities include the management of a cash float of the Society.

Advanced Branch and Advanced Clerical Assistants - Pay Rates

- 8.27. An Advanced Branch or Advanced Clerical Assistant is 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.

- 8.28. Advanced Branch or Advanced Clerical Assistants 21 years or older shall be paid a base rate of \$985.50 per fortnight.
- 8.29. Advanced Branch or Advanced Clerical Assistants ~~under the age of 21 years~~ shall be paid \$802.50 per fortnight.
- 8.30. Advanced Branch or Advanced Clerical Assistants ~~employed Part Time~~ shall be paid in accordance with clause 8.6.
- 8.31. Advanced Branch or Advanced Clerical Assistants employed as Casuals shall be paid in accordance with clause 8.8.
- 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.



Senior Advanced Branch and Senior Advanced Clerical Assistant

- 8.33. Senior Advanced Branch or Senior Advanced Clerical Assistants 21 years or older shall be paid a base rate of \$1,035.00 per fortnight.
- 8.34. 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

- 8.35. A Branch or Departmental Supervisor shall be paid a base rate of \$1,130.50 per fortnight.
- 8.36. In addition to the base rate, Supervisors shall be entitled to receive the Cashier's Performance Allowance where their responsibilities include the management of a cash float of the Society.

Senior Staff and Managers

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

- 8.38a The Society will endeavour to provide a system of salary sacrifice in relation to superannuation during the term of this agreement. It is anticipated that at this stage this facility will only apply to the Newcastle Permanent Staff Plan.

Cashier's Performance Allowance

- 8.39. A 'Cashier's Performance Allowance' in the sum of \$30 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 Cashiers Performance Allowance, the Employee will forgo the Cashier's Performance Allowance until such time as that shortfall has been replaced from that Employee's Cashier's Performance Allowance.

Cash shortfalls in excess of \$250

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

Personal Merit Payments

- 8.41. In addition to the base rates outlined above, the Society may elect to pay individual Employees amounts in excess of the above rates. Any such amounts shall be negotiated between the Society and the individual concerned. These shall be known as a "Personal Merit Payment".
- 8.42. 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 7.32.

Positional Merit Payments

- 8.43. 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".
- 8.44. 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 7.32.

Superannuation

- 8.45. 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.

Travel Expenses

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

- 8.47. Where an Employee undertakes travel of a casual or incidental nature, at the request of and on behalf of the Society, the Society shall pay the Employee the appropriate fare or an amount of \$0.44 per kilometre where that Employee uses his or her own vehicle. The distances upon which the travel expense is calculated will take into account either the place of work or Employee's home address, which ever is appropriate.

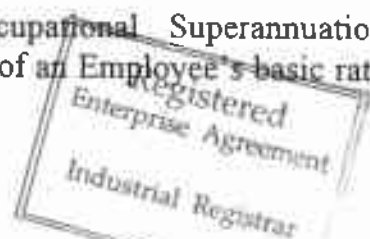
- 8.48. Where an employee whose principal duty is to travel from their home branch at the request of and on behalf of the Society on a regular basis, using his or her own vehicle, the Society shall pay the employee:-

- (a) \$60.00 per fortnight On Call Allowance; and
- (b) When travelling from the employees designated 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
Over 50km	\$30/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.

- 8.49. Travel expenses shall not apply to Managers and Senior staff who have had factored into their salary package a recognition for the requirement of some travel associated with their position. The Society will however pay travel expenses where the Society deems that excessive travel costs have been incurred.



Living Away from Home Expenses

- 8.50. 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

- 8.51. The Society shall pay Employees a first aid allowance at the rate of \$6.60 per week 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

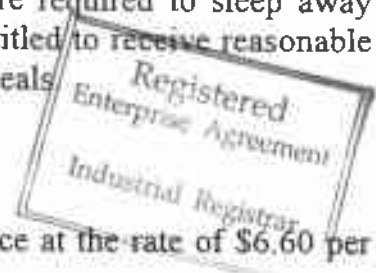
- 8.52. The Society shall pay Employees a Higher Duties Allowance where the Employee performs such duties of the level of Supervisor and above.

- 8.53. 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.



8.54. The Higher Duties Allowance shall not exceed \$80 per fortnight.

Meal Allowance

8.55. A Meal Allowance of \$7.50 shall be paid to Employees where clause 9.23 applies, unless the Society provides an appropriate meal to the Employee.

Inconvenience Allowance

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

Inconvenience Benefit

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

After Hours ATM Callout

8.58. 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.

8.59. 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.

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

8.61. 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.



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

8.63. In addition to the above hourly rate each callout team member shall receive a weekly standby payment of \$100 for each full week on standby.

8.64. The time taken to exchange possession of the Vehicle shall not be regarded as a call out.

8.65. Nothing in this clause will prevent the Society from using external contractors or from changing its security arrangements.

After Hours Loans Service

8.66. 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.

8.67. 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.

8.68. Each employee rostered to perform such duties 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.

8.69. Where an employee conducts loan interviews during the hours mentioned in Clause 8.66, he or she will be paid:

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

8.70. A minimum of half hour payment will be made for each such interview.

8.71. Incidental travel expenses as defined in clause 8.47 will apply.



Accident Pay

8.72. 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

8.73. 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 .

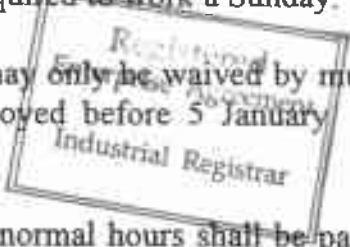
9.2. 'Full Time Employees' are those who work an average of 38 hours per Week, averaged over 52 working weeks. These hours of work shall be known as the 'Ordinary Hours' of the Full Time Employee.

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 6am to 7pm on every Monday, Tuesday, Wednesday, Friday, Saturday and Sunday and from 6am to 9pm on every Thursday. These hours do not apply to public holidays.

- 9.6. The unlikely event of the Society operating on a Sunday would only be in response to the actions of its competitors in the financial market.
- 9.7. If the Society were to operate on a Sunday, permanent staff would only be required to work a maximum of one Sunday per month with the provision for 2 consecutive days off within the following week. Notification of one month would be provided to all permanent employees required to work a Sunday.
- 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 150% 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, at its discretion, grant the Employee ordinary time off in lieu of overtime.
- 9.14. Overtime shall only be payable if, in any four week period, the Employee works more than 152 hours and the Society did not grant ordinary time in lieu of overtime in accordance with clause 9.13.
- 9.15. Overtime will only be recognised where the overtime worked by the Employee exceeds 15 minutes on any day.
- 9.16. 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.
- 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 works more than 10 hours in any Normal Day a **minimum** of 2 meal breaks of 30 minutes shall be allowed, one of which will be paid for as a Meal Allowance.
- 9.24. 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 involved 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. 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.
- 10.4. 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.
- 10.5. 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.

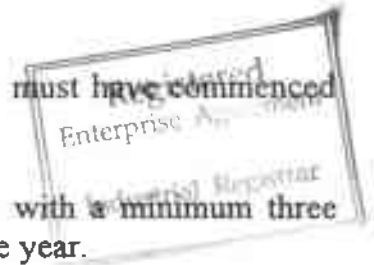
Compassionate Leave

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

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

Recreation Leave

- 10.9. 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.
- 10.10. To be eligible for the half day show day an Employee must have commenced employment prior to the relevant show date.
- 10.11. The full day picnic day is available to all Employees with a minimum three months' service and may be taken at any time during the year.
- 10.12. The picnic day and the half day show day are not cumulative and must be taken in the year in which they accrue.
- 10.13. The Society shall grant each Employee up to one full day's Recreational Leave for each full month of that Employee's employment with the Society.
- 10.14. 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

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

Examination Leave

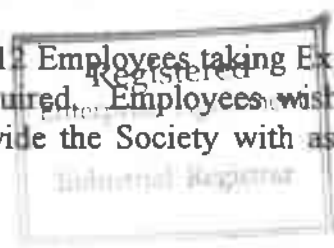
- 10.16. Examination leave of up to one day per examination shall be granted to any permanent Employee who has served a minimum of 1 year with the Society, and who has been accepted as part of the Education Assistance Program outlined in clause 6.5.

Extended Leave

- 10.17. 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.
- 10.18. 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.

10.19. 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

10.20. 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

10.21. 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

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

Unpaid Leave

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

10.24. 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.

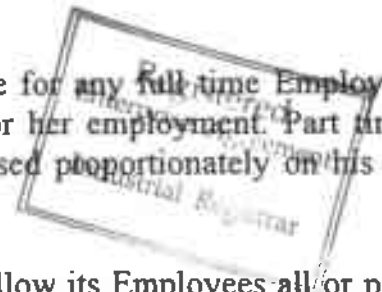
10.25. Whilst on unpaid leave all benefits such as sick, annual and long service leave will not accrue.

Paid sick leave

10.26. 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.

10.27. 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.



10.28. To the extent permitted by law the Society will allow its Employees all or part of granted sick leave to care for their Immediate Family which is defined in clause 10.8.

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 8am 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.

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 may, at its discretion, treat such a period as sick leave and adjust the Employee's Annual Leave accordingly.

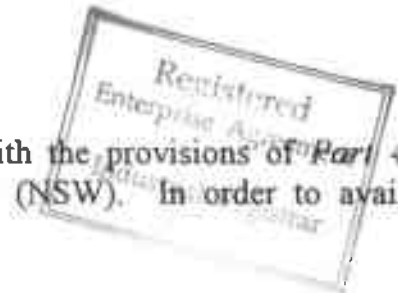
10.34. The Society will not accept post-dated medical certificates.

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)*. In order to avail themselves of these provisions, Employees:-



- (a) Are encouraged to give notice as soon as a pregnancy 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 will commence leave 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.

Public holidays

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

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.

- | | |
|--------|--------------------------------------|
| Step 1 | Verbal counselling |
| Step 2 | Recorded warning |
| Step 3 | Final warning (placed on assessment) |
| Step 4 | 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 may require a recorded interview with the Employee. The Employee may seek the attendance of another Employee. A witness nominated by the Society may also attend. A written account of the interview will be supplied to both the Employee and the Human Resources Manager.

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.

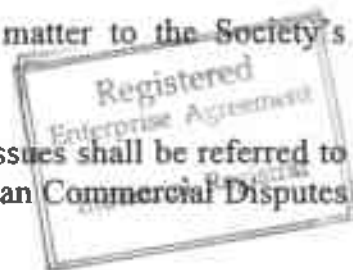
Step 4 - Employment Review

- 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. Any Employee who is likely to be or who is aggrieved or is in dispute on any matter arising under this Agreement or on any industrial matter shall institute action as follows:-
- (a) Raise the matter with the appropriate Branch or Department Manager or the Employee's immediate Supervisor.

- (b) If this does not resolve the issue, raise the matter and discuss it with the appropriate Manager for the area where the Employee works.
- (c) If this does not resolve the matter, refer the matter to the Society's Human Resources Department.
- (d) If this does not resolve the matter, the issue or issues shall be referred to a trained mediator recommended by the Australian Commercial Disputes Centre Limited to mediate the dispute.
- (e) If after mediation in accordance with the above clause, the issue remains unresolved, the matter may be referred to the New South Wales Industrial Commission.



12.2. Employees agree they will ensure that at all times work will continue and consideration of the needs of the Society will remain a priority, and agree they shall not take any industrial action, whether strikes, work bans, go slow tactics, picketing or secondary boycotts, until all the processes of this clause have been exhausted.

13. STAFF DISCOUNTS

Home Insurance

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

Mortgage Insurance

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

Travellers Cheques and Foreign Cash

13.3. 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 specially submitted by the Chief General Manager 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 predominant 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, such variation being pursuant to Rule 50 of the Rules of the Society.

(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. The categories and the interest expressed as a percentage of the ordinary borrowers' rates applicable to the amount of the particular loan are:

33.3% - Senior Executives

55.0% - Middle Management

65.0% - Assistant Managers, Relief Managers, Senior Staff, Managing Supervisors and Supervisors

75.0% - Other Staff

85.0% - Part-Time Staff

90.0% - Casual Staff

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

(d) 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.
- (e) 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. The concessional rate of interest applicable to staff home loans shall only apply to all first mortgage loans made on the security of an Employee's private dwelling to a maximum of two and one-half times annual salary or \$60,000, whichever is the higher, providing that such maximum does not exceed the amount provided by legislation. Any Employee who has previously been granted a loan in excess of this amount, may apply for an increase in the maximum amount allowed pursuant to this clause. In considering any such application, the Society may take into account the Employee's salary at the time of the original loan, the inflation rate since the original loan, and any other matters the Society thinks fit.

Special Consideration

14.15. 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.

14.16. 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

14.17. 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 4.24
- (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

14.18. 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 14.7, the concessional interest rate will be withdrawn and will revert to the current variable interest rate.

14.19. 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

Staff Category	On Approval 3.00%	After 12 mths 3.00%
Age <18yrs	\$476.50	\$491.00
Age 18yrs	\$576.00	\$593.50
Age 19yrs	\$651.50	\$671.00
Age 20 yrs	\$760.50	\$783.50
Jnr Branch Assist	\$788.00	\$812.00
Jnr Advanced Branch Assist	\$802.50	\$827.00
Probationary Trainee	\$873.50	\$900.00
Trainee Branch of Clerical Assist	\$939.50	\$968.00
Branch or Clerical Assistant	\$973.50	\$1,003.00
Advanced Branch or Clerical Assist	\$985.50	\$1,015.00
Snr Adv Branch or Clerical Assist	\$1,035.00	\$1,066.00
Supervisor	\$1,130.50	\$1,164.50



THE COMMON SEAL of)
NEWCASTLE PERMANENT)
BUILDING SOCIETY LIMITED)
(A.R.B.N. 059 192 175) was affixed to)
this Agreement in accordance with its)
Rules:-)



.....
Signature of authorised person

.....
Print Name of authorised person

.....
Office held

[Handwritten signature]
.....
Signature of authorised person

PETER VINNAGE VALE
.....
Print Name of authorised person

HUMAN RESOURCES MANAGER
.....
Office held

This Agreement is signed on)
behalf of the employees of)
NEWCASTLE PERMANENT)
BUILDING SOCIETY LIMITED)

by the members of the)
Works Committee elected in)
accordance with the)
Industrial Relations Act 1996)
and it is declared that this)
agreement was not entered)

into under duress by any)
party to it.)

[Handwritten signature]
.....
SUSAN JONES

.....
MEREDITH JOY MULRY

.....
GREGORY WILLIAM SWAN

.....
NIGEL SYDNEY TAYLOR