

**REGISTER OF  
ENTERPRISE AGREEMENTS**

**ENTERPRISE AGREEMENT NO:** EA04/297

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

**I.R.C. NO:** IRC4/5147

**DATE APPROVED/COMMENCEMENT:** 23 September 2004 / 5 January 2004

**TERM:** 19 months

**NEW AGREEMENT OR  
VARIATION:** Replaces EA03/136

**GAZETTAL REFERENCE:** 19 November 2004

**DATE TERMINATED:**

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**COVERAGE/DESCRIPTION OF**

**EMPLOYEES:** The agreement applies to all employees employed by Newcastle Permanent Building Society Limited, who fall within the coverage of the Clerical and Administrative Employees in Permanent Building Societies (State) Award

**PARTIES:** Newcastle Permanent Building Society Ltd -&- Cheryl Anne Baldwin, Lee Brossman, James Dick, Paul Sansom, Jason Veltruski

# NEWCASTLE PERMANENT BUILDING SOCIETY STAFF AGREEMENT 2004

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## **STAFF AGREEMENT**

### **1. Introduction**

#### Preamble

1.1 This Agreement (the 'Agreement') shall be described as the Newcastle Permanent Building Society Staff Agreement 2004.

1.2 Persons Bound

This Agreement shall be binding upon:

- (a) The Newcastle Permanent Building Society Limited and the group of companies listed in Schedule One (the 'Society');
- (b) Employees who are employed by the Society except those who have entered into an individual contract pursuant to the terms of this agreement (the 'Employees'); and

- (c) The New South Wales Local Government, Clerical, Administrative, Energy, Airlines & Utilities Union.

The Society and the employees holding the positions referred to in Schedule 3 may make individual contracts. On balance the conditions of employment for employees on individual contracts made pursuant to this clause will not be less advantageous to those employees than this Agreement.

#### Representation

- 1.3 This Agreement was negotiated between the Society's Management Committee, an employee elected staff committee, and the New South Wales Local Government, Clerical, Administrative, Energy, Airlines & Utilities Union.

#### Application

- 1.4 This Agreement varies the Newcastle Permanent Building Society Staff Agreement 2003 by replacing it. Subject to this subclause, from the date of approval of this Agreement by the Industrial Relations Commission of New South Wales, this Agreement shall regulate the conditions of employment of the Employees, to the exclusion of all Orders, Awards and Industrial Agreements. This Agreement will not regulate the conditions of employment of employees who have entered into an individual contract pursuant to the terms of this agreement.
- 1.5 This Agreement may be varied in accordance with the requirements of the *Industrial Relations Act 1996* (as amended from time to time), or by Agreement between the Society and the Employees, evidenced by a vote of a majority of employees who are eligible to vote.
- 1.6 Nothing in this Agreement limits the application to any employee of any of the provisions of the *Annual Holidays Act 1944*, the *Long Service Leave Act 1955* or the parental leave provisions under Part 4, Division 1 of the *Industrial Relations Act 1996* and the terms of this Agreement are supplemental to the provisions of those Acts.

#### Exclusions

- 1.7 The provisions relating to Overtime, Hours of Work and Allowances do not apply to the persons holding the positions identified in Schedule 3, other than for
- (i) Office Managers,
  - (ii) Team Leaders, Loans Assessors, Computer Operators, Computer Programmers, Relief/Trainee Managers, Assistant Accountants Collections Officers and Supervisors whose base salary is less than \$50,000.00 per annum.

except where otherwise agreed in writing between those Employees and the Society.

## **2. Term of this Agreement**

- 2.1 This Agreement is intended to have effect from 5 January 2004 and any increase to Base Salaries and Base Salary Ranges conferred by this Agreement shall be provided with retrospectivity from 5 January 2004.
- 2.2 The term of this Agreement shall be from January 5, 2004 to August 31, 2006.
- 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 this agreement will be made available to all Employees

### **3. Aims and Objectives of This Agreement**

- 3.1 The aim of this 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 study 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; and
  - (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 'Base Salary' means an Employee's base salary as determined by the Society
- 4.2 'Base Salary Range' means the base salary range for various levels of employment with the Society as set out in Schedule 2C to this Agreement.
- 4.3 'Cashier's Performance Allowance' is defined in clause 7.44.
- 4.4 'Confidentiality Agreement' is defined in clause 6.12.
- 4.5 'Day' is any calendar day.
- 4.6 'Employees' is defined in clause 1.2.
- 4.7 'Full Time Employee' is defined in clause 8.2.
- 4.8 '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.
- 4.9 'Inconvenience Benefit' is defined in clause 7.69.
- 4.10 'Normal Day' is any period of seven hours or more worked by an Employee during one calendar day.
- 4.11 '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.
- 4.12 'Normal Operating Hours' is defined in clause 8.5 to 8.6.
- 4.13 'Ordinary Hours' is defined in clauses 8.1 to 8.3.
- 4.14 'Part Time Employee' is one whose Ordinary Hours are less than 38 per week and who is not a Casual Employee.
- 4.15 'Permanent Employee' is any Employee who is not a Probationary Trainee, or a Casual Employee.
- 4.16 'Probationary Trainee' is defined in Clause 7.27.
- 4.17 'Society' is defined in clause 1.2.
- 4.18 'Week' is a calendar week.
- 4.19 'Year' is a calendar year.
- 4.20 'Productivity Superannuation Fund' means the Newcastle Permanent Staff Plan.

- 4.21 'Specialist Staff' are employees whose positions require special knowledge and skills. This may include such positions as Loans Officers, Loans Assessors, Computer Programmers/Shift Leaders and Collections Officers as determined by the Society.
- 4.22 'Senior Staff' are employees who require special knowledge and skills and hold senior positions within the organisation. Senior Staff are listed in Schedule 3 of this Agreement.
- 4.23 'Staff Loan' shall mean a mortgage or personal loan offered by the Society to an employee in accordance with the Society's Staff Loan Policy
- 4.24 'Job Share' shall mean a single position which is shared by two (2) employees (refer clause 6.46).
- 4.25 '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.
- 4.26 'Continuous Employment' shall mean unbroken productive service in any capacity. Parental leave, and any unpaid leave or breaks of service for less than two months do not disqualify the employee from this meaning. However such absences do not count towards the total employment period.
- 4.27 An Employee's 'Ordinary Pay' is, for the purpose of calculating leave entitlements upon termination, the total of the cash component plus the value of any salary sacrificed superannuation and does not include the value of a concessional staff loan and motor vehicle.
- For the purpose of calculating salary increments and concessional housing loan entitlements, an employee's salary is the total of the cash component plus the value of any salary sacrificed superannuation and does not include the value of a concessional staff loan and motor vehicle.
- 4.28 "Union" shall mean New South Wales Local Government, Clerical, Administrative, Energy, Airlines & Utilities Union
- 4.29 'Young Adult' are employees under 21 years of age.
- 4.30 "Award" shall mean the Clerical and Administrative Employees in Permanent Building Societies (State) Award.

## **5. Society Expectations of Its Employees**

### Product Knowledge and Competencies

- 5.1 Every Employee is required to meet certain minimum standards of product, knowledge, job knowledge and competencies for their role.
- 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; and
- (i) Smile.

#### Personal Qualities

5.5 Personal qualities required of all Employees include:

- (a) Dress and Appearance - Must be clean and neat at all times. Where provided, the uniform is to be worn in accordance with Society guidelines;
- (b) Communication - should be clear, pleasant and without slang or offensive language;
- (c) Punctuality;
- (d) Reliability and dependability;
- (e) Enthusiasm and hard work;
- (f) A desire to perform to the best of their ability in all aspects of employment;
- (g) Diligence;
- (h) Loyalty;
- (i) Honesty; and
- (j) Confidentiality.

#### Personal Skills

5.6 Employees will be required to display those skills which ensure that the customers of the Society receive the best service the Society is able to offer. These include:-

- (a) The ability to form a rapport with both customers and fellow Employees;
- (b) The ability to handle problems, competently within the guidelines of Society policy;
- (c) The ability to work as part of a team, accepting appropriate responsibilities and being accountable;
- (d) The willingness to not only handle the quantity of work set, but to maintain a high standard of quality in the performance of their duties;
- (e) The desire to show initiative and to strive for continual improvement;
- (f) The ability to accept constructive criticism, and to respond accordingly;
- (g) The ability to communicate with customers, fellow Employees and superiors; and
- (h) The willingness to follow directions, policy decisions and Society guidelines as required.



#### Customer Skills

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

#### General Product & Society Knowledge

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

#### Security & Emergency Procedures

- 5.13 Once trained, Employees are expected to know, understand, and follow the Society's policies in the areas of:-
- (a) Hold up and Robbery;
  - (b) Blackouts or power failures;
  - (c) Emergency evacuations (e.g. earthquakes, fire drills, bomb threats etc.) and assembly areas;
  - (d) Cash handling;
  - (e) Customer information and privacy;
  - (f) Society records and files;
  - (g) Telephone usage;
  - (h) Entry, Lockup and Alarm requirements; and
  - (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 and perform any reasonable duties determined by the Society to be in the best interests of the Society, but the Society agrees to consider the personal preferences and abilities of each Employee in making any such determination.

#### Amenities

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

#### Training

- 6.4 The Society acknowledges its obligation to train Employees and places great importance on this. Training is, and will continue to be, a major strategic tool of the Society. Acquiring technical skills as well as job and product knowledge is a central focus of Human Resources, and Personal Development courses, particularly for Supervisors, Managers and other Senior Employees will continue. Delegates of the New South Wales Local Government, Clerical, Administrative, Energy, Airlines & Utilities Union will be able to attend delegate training conducted by the Union without loss of income. The Society will be provided with a minimum 4 weeks notice prior to date of training. Time allocated will be two days per annum per delegate with a maximum of four delegates to attend at any one time.

#### Study Assistance Program

- 6.5 The Society recognises the importance and value of further training and whilst it offers an extensive range of "in-house" programs, it is acknowledged that certain appropriate external studies may also benefit both the Society and individual Employees.
- 6.6 Acceptance into and ongoing participation in this Program will only be agreed to where:
- (a) The Employee has a minimum of 1 year's continuous service or at the Society's discretion;
  - (b) The course is relevant to the needs of the Society, as determined by the Society and is also relevant to the Employee's position and/or career path;
  - (c) The Employee's level of work performance remains high; and
  - (d) The Employee passes the appropriate examinations and assessments;
- 6.7 The Society will reimburse course fees and provide subsidies for text book purchases under the following conditions:
- (a) Reimbursement of fees will be made on successful completion of the year or term for which the fees apply;
  - (b) 100% of the cost of prescribed textbooks for each subject/course will be reimbursed upon proof of purchase; and
  - (c) If the employee fails to complete the course / subject the relevant textbooks must be returned to the Society.
- 6.8 The Society will grant one (1) day Study Leave per subject as well as one (1) day Examination Leave per exam for courses which are undertaken as part of this program.

#### Affirmative Action, Equal Employment Opportunity and Anti-Discrimination

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

## 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. The 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 the 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, competencies, 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 continued employment with the Society will be reviewed.
- 6.18 The successful completion of the appropriate performance evaluations and reviews, together with consultations with managers, Regional Manager and Head Office Executive, will play a large part in any future consideration for promotion, salary review or merit payment.

## Uniforms

- 6.19 The Society agrees to provide a set uniform issue to Employees, at no charge to the Employee.
- 6.20 A once only \$50 deposit is required from all Employees who receive such an issue. This is refundable upon leaving the Society's employ. At the discretion of the Society, the amount of the refund is dependent on the number of items returned, their condition and cleanliness. The amount of the refund will not be affected by damage arising from fair wear and tear. The \$50 deposit will be deducted from the Employee's salary at the rate of \$10 per week.
- 6.21 Probationary Trainees will receive one of each item of the standard uniform issue. They will be eligible to purchase additional items, should they wish, following the successful completion of their probationary period.

- 6.22 The uniform will be reissued at approximately 12 to 15 month intervals. The nature of the reissued items will be left to the individual Employee's decision, however such free reissues will be limited to a dollar value as determined in the Society's Uniform policy. Additional items sought by Employees above that limit must be purchased by the Employee. Purchases will be deducted from the Employee's salary at the rate of \$20 or \$40 per fortnight or a full payment at the choice of the Employee.
- 6.23 All uniform purchases are made under a lease arrangement and all items of uniform remain the property of the Society and must be returned when an Employee leaves the Society's employ. Where an item purchased is less than 12 months old, unused and of current issue, the Society will reimburse the Employee at a proportional rate for the remaining period of time up to the maximum of 12 months providing the item is returned in a clean, reusable condition.
- 6.24 Care and maintenance of uniforms is the responsibility of each Employee. The Society cannot accept responsibility for items damaged by Employees not following the manufacturer's care instructions.

#### Uniform Policy

- 6.25 Branch and Department Managers are responsible for ensuring that their employees wear the correct uniform in accordance with the Society Uniform Policy. Employees are required to wear the correct uniform during working hours. If Employees wear the uniform to and from work or during their meal breaks then they must wear the full uniform in accordance with the Uniform Policy. An exception to this would be the wearing of appropriate walking shoes for those who walk to work and appropriate inclement weather protection.
- 6.26 Shoes worn with the female uniform must be of a plain black court style or such style that the toes and heels are not exposed. Shoes are to be of a sensible heel/sole height. Plain black shoes must be worn with the male uniform.
- 6.27 Inappropriate or outlandish accessories are not permitted.
- 6.28 When an Employee requires maternity wear, the Society will supply the appropriate maternity uniform. No other style or combination will be accepted.

#### Termination/Resignation

- 6.29 The Society requires a minimum of two (2) weeks written notification of resignation from all Employees, however from the level of Senior Customer Service Officer and Senior Administrative Officer and above the following will apply:
 

3 to 4 years Service	3 weeks
5 years and over	4 weeks
- 6.30 Subject to the unfair dismissal provisions of the Industrial Relations Act the Society may terminate an employee upon 2 week's notice of termination in all circumstances except redundancy and summary termination.
- 6.31 The Society recognises that once the decision to terminate has been made by either the Society or the Employee it is often appropriate to make the break as quickly as possible. Accordingly, the Society may, at its sole discretion, pay the appropriate salary to an Employee 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 an Employee whose employment has been terminated shall return all keys, passes, items of uniform, security codes, combinations, motor vehicles, cash shortage payments and any other items of property belonging to the Society. After the finalisation of staff accounts and renegotiation of staff loans, the terminating Employee will be provided the following:

- (a) A Termination Salary Statement fully detailing all monies owed.
- (b) A cheque or direct credit to a nominated Society account for all salary owed after allowing for any outstanding deductions.
- (c) Certificate of Service.
- (d) Social Security Separation Certificate if required.

#### Redundancy

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

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

6.36 The table below sets out the entitlement to severance pay for Employees with greater than one year's continuous service and only in the event of a bona fide redundancy.

Length Of Continuous Service	Under 45 Years Of Age	Over 45 Years Of Age
Less than 1 year	Nil	Nil
1 year but less than 2 years	4 weeks pay	5 weeks pay
2 years but less than 3 years	7 weeks pay	8.75 weeks pay
3 years but less than 4 years	10 weeks pay	12.5 weeks pay
4 years but less than 5 years	12 weeks pay	15 weeks pay
5 years but less than 6 years	14 weeks pay	17.5 weeks pay
6 years but less than 7 years	16 weeks pay	20 weeks pay
7 years but less than 8 years	18 weeks pay	22 weeks pay
8 years but less than 9 years	20 weeks pay	24 weeks pay
9 years but less than 10 years	22 weeks pay	26 weeks pay
10 years but less than 11 years	24 weeks pay	28 weeks pay
11 years but less than 12 years	26 weeks pay	30 weeks pay
12 years but less than 13 years	28 weeks pay	32 weeks pay
13 years but less than 14 years	30 weeks pay	34 weeks pay
14 years but less than 15 years	32 weeks pay	36 weeks pay
15 years but less than 16 years	34 weeks pay	38 weeks pay
16 years but less than 17 years	36 weeks pay	40 weeks pay
17 years but less than 18 years	38 weeks pay	42 weeks pay
18 years but less than 19 years	40 weeks pay	44 weeks pay
19 years but less than 20 years	42 weeks pay	46 weeks pay
20 years but less than 21 years	44 weeks pay	48 weeks pay
21 years but less than 22 years	46 weeks pay	50 weeks pay
22 years but less than 23 years	48 weeks pay	52 weeks pay

6.37 The maximum redundancy payable under any circumstances will be 48 weeks for employees under 45 years of age and 52 weeks salary for employees over 45 years of age.

#### Employee Assistance Programs

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

#### Counselling Services

- 6.39 The Society:

- (a) acknowledges the trauma and emotional stress which may result from involvement in an armed hold-up, 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 hold-ups may require specialised training in regard to Customer Enquiry and Staff Relations. This training may include input from the Society's Contracted Counsellor and Society Senior Personnel.

#### Worker Rehabilitation Programs

- 6.40 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.

#### Internal Advertisements

- 6.41 Internal advertisements will be placed advertising available positions for all Senior Customer Service Officer or Senior Administrative Officer, through to and including Regional Manager positions. External applicants may also be appointed. External advertising may take place concurrently with internal advertising.

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.

#### Staff Promotions

- 6.42 Employees promoted up to the level of Office Manager and Team Leader will have all salary and benefit entitlements payable immediately, however, a 6 month probationary period will be applicable. The Society will provide written confirmation of the appointment of Employees to these roles if they have successfully completed their probationary period.
- 6.43 All salary increases relating to a promotion will absorb to the maximum extent possible any pre existing Personal Merit Payments, Positional Merit Payments and Discretionary Payments which applied to the Employee's previous position

#### Transfers Between Society Departments and Branches

- 6.44 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 with the Society's approval. In fact the career path structure provides for level tiers to facilitate such career moves.

#### Conversion between Full-time, Part-time, Jobshare and Casual

- 6.45 Permanent Employee's do not need to resign to convert to casual status. Upon conversion to casual status all annual leave entitlements will be paid out and sick leave entitlements will be forfeited. Long Service Leave will continue to accrue from the Employees original hire date.

## Job Sharing

- 6.46 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.
- 6.47 The hours of work must be suitable to all parties and each sharer will be responsible to relieve or cover the absences of the other. Planned absences for the purpose of holidays must be taken as annual leave. This will be a permanent position and each sharer shall be entitled to the normal benefits of a part-time Employee.
- 6.48 On resignation, commencement of 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.

## 7. General Information on Rates of Pay

- 7.1 Upon approval of this Agreement Base Salaries shall incorporate a 4.50% increase with retrospectivity to January 5, 2004. The Base Salary Ranges set out in Schedule 2C to this Agreement incorporate this increase into the minimum and maximum Base Salary levels.
- 7.2 On January 5, 2005 Base Salaries shall incorporate a further increase of 6%. On January 5, 2005 the Base Salary Ranges set out in Schedule 2C to this Agreement will increase by 6%. This increase is incorporated into the minimum and maximum Base Salary levels in the Base Salary Range in Schedule 2C.
- 7.3 The salary review in clause 7.1 will apply to all Employees covered by this Agreement. In addition to the increase in clause 7.1, Senior Staff (as per schedule 3) will have their salaries reviewed separately. The review will be conducted annually, on an individual basis and will follow the conclusion of the Society's financial year. In determining whether to offer an increase the Society may have regard to the increased productivity of staff as well as the future predicted CPI increases during the life of this agreement.
- 7.4 Rates detailed in Schedule 2 to this Agreement include the initial 4.50% increase. Any National or State Wage Case decisions or award variations handed down prior to the approval of this Agreement and during its operation will be absorbed to the maximum extent possible into the 4.50% increase and the subsequent 6% increase to Base Salaries and Base Salary Ranges described in this clause.
- 7.5 The Base Salary Ranges referred to in Schedule 2 of this Agreement apply to Permanent Employees whose Ordinary Hours average 76 per fortnight.
- 7.6 The Young Adult Base Salary Ranges referred to in clause 7.36 of this Agreement apply to Permanent Employees whose Ordinary Hours average 76 per fortnight
- 7.7 Part Time Employees shall be paid at hourly rates calculated by dividing a fortnightly Base Salary determined by the Society from within the Base Salary Range for an equivalent full time Employee by 76.
- 7.8 Jobshare Employees shall be paid at hourly rates calculated by dividing a fortnightly Base Salary determined by the Society from within the Base Salary Range for an equivalent full time Employee's fortnightly base rate of pay by 76.
- 7.9 Casual Employees shall be paid at hourly rates calculated by dividing a fortnightly Base Salary determined by the Society from within the Base Salary Range for an equivalent Full Time Employee by 76 plus 20%. On top of their ordinary pay, each casual employee will at each pay interval be paid 8.33% of the amount of his or her ordinary time earnings for that pay period in lieu of providing an annual leave entitlement.

- 7.10 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 8.14 to apply.

#### Salary Structure

- 7.11 The Base Salary Ranges prescribed under this Agreement are specified in Schedule 2C.
- 7.12 Schedule 2 specifies two job levels for adult Employees, Level One and Level Two. A salary range applies for each job level.
- 7.13 Employees on probation in Level One positions will be paid in accordance with the Probation rate specified in Schedule 2B.

#### Level One positions

- 7.14 Employees in the following roles at the date of commencement of operation of this Agreement will be in Level One positions;

- (a) Level One Branch positions

Trainee Branch Assistant

Branch Assistant

Advanced Branch Assistant

The title of these positions will change to Customer Service Officer.

- (b) Level One Administrative Positions

Trainee Clerical Assistant

Clerical Assistant

Advanced Clerical Assistant

The title of these positions will change to Administrative Officer

- (c) Level One Customer Support Centre positions

Customer Service Representative

#### Level Two Positions

- 7.15 Employees in the following positions on the date of commencement of operation of this Agreement will be in Level Two positions:

- (a) Level Two Branch Positions

Advanced Branch Assistant Grade One

Senior Advanced Branch Assistant

The title of these positions will change to Senior Customer Service Officer.



- (b) Level Two Administrative Positions
  - Advanced Clerical Assistant Grade One
  - Senior Advanced Clerical Assistant

The title of these positions will change to Senior Administrative Officer.

- (c) Level Two Customer Support Centre Positions
  - Senior Customer Service Representatives

Transition to new salary structure

7.16 No Employees will have their Base Salary reduced as part of moving to the structure of job levels outlined in Schedule 2C.

Salary Progression within Salary Ranges Annual Capability Review

- 7.17 Salary progression within the salary ranges specified in Schedule 2C will be determined by an annual review.
- 7.18 As part of the annual review, staff will be assessed against a set of competencies required in their role.
- 7.19 Employees will be rated as "Outstanding", "Highly Effective", "Effective" or "Needs Improvement" in relation to each competency required in their role.

Review based salary increase

7.20 To determine any applicable review based salary increase, each rating of "Outstanding", "Highly Effective", "Effective" or "Needs Improvement" will be converted into points as per the table below:

Rating	Outstanding	Highly effective	Effective	Needs Improvement
Points	3.5	2.5	1.5	0

- 7.21 In order to receive a review based salary increase, an Employee must:
  - (a) receive a rating of at least Effective in all but two of the capabilities required in their role; and
  - (b) they must be rated as at least Effective in the following capabilities Accuracy and Compliance, Products and Processes and Customer Focus.
- 7.22 If an employee qualifies for a Review Based Salary Increase as per Clause 7.21. The percentage review based salary increase for Employees within the Base Salary Range will equal the average in all capabilities required in the role.
- 7.23 The review based salary increase will only apply up to the maximum Base Salary specified in the Base Salary Ranges for the job level of the particular Employee.
- 7.24 Employees in Level Two roles must receive an average of Highly Effective, or 2.5 points, in order to progress beyond the 75% of the Base Salary Range for a Level Two role.

Timing of Annual Capability Reviews and applicable Review Based Salary Increases

7.25 Annual reviews for Schedule 2 employees will be conducted following the end of the Society's financial year. Any resulting review based salary increase will be effective from 1 September following the relevant financial year.

7.26 The first increase available under these arrangements will be effective 1 September, 2005.

#### Probationary Trainees

7.27 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'.

7.28 Probationary Trainees will not be expected to be responsible for any cashiering shortages during this time.

7.29 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.

7.30 The Society may terminate the employment of a Probationary Trainee if they fail to meet the Society's expectations concerning their behaviour, attitude, job skill levels or any other reason.

7.31 The Society will provide the employee with written confirmation of their permanent employment upon the successful completion of the probation period.

#### Probationary Trainee - Pay Rates

7.32 '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.

7.33 Probationary Trainees employed Full Time aged 21 years or over shall be paid a Base Salary as detailed in Schedule 2B.

7.34 Probationary Trainees employed Full Time aged 20 years or younger shall be paid a Base Salary rate as detailed in schedule 2A.

7.35 Probationary Trainees shall not be entitled to receive a Cashier's Performance Allowance.

#### Young Adult Rates of Pay

7.36 Young Adult Employees will receive Base Salaries in accordance with the following arrangements:

- (a) For the first 12 months employment young adult staff will receive the minimum rate as specified for their age in Schedule 2A.
- (b) At the completion of 12 months minimum salary will increase to the Junior Customer Service Officer or Junior Administrative Officer rate specified in Schedule Two. This salary increase will be subject to satisfactory performance.
- (c) Young Adult Employees will be subject to similar annual reviews as other Employees. On attaining 21 years of age (or completing 2 years service) they will move to a Base Salary within Schedule 2C as determined by the Society on the basis of the annual review of their competencies.
- (d) Employees on Young Adult Rates of Pay who commenced prior to the date of operation of this Agreement will receive salary increases in accordance with the arrangements specified in the previous Enterprise Agreement.

Employees paid above the salary range appropriate to their job level.

7.37 An employee whose Base Salary excluding merit payments is 5% above the maximum Base Salary payable in the Base Salary Range for their position may not be entitled to receive any salary increases

until a time that their salary lies within 5% above the maximum rate in the Base Salary Range for their position.

#### Senior Staff (as per Schedule 3) and Specialist Staff

- 7.38 Salary reviews will be held annually and will follow the conclusion of the Society's financial year.
- 7.39 Senior Staff (as per Schedule 3) and Specialist Staff will receive a minimum increase each year in accordance with clause 7.1.

#### Total Remuneration Packaging

- 7.40 During the course of this Agreement the Society may decide to offer Total Remuneration Packaging (TRP) for selected Employees in roles specified in Schedule 3. Employees who agree to enter into a TRP arrangement will fund the cost of all remuneration, employment benefits and applicable taxes from within the TRP figure. This will include the Employee's Base Salary and the value of any benefit and applicable FBT arising under:

Clause 13 - Staff Loan General

Clause 7.54 - Superannuation

- 7.41 Where a TRP is introduced, the Society will explain to the affected Employees the manner in which the TRP has been calculated and how the TRP compensates the Employee for each of the entitlements arising under this Agreement. Upon the Employee indicating their acceptance of the TRP arrangement, payment of the TRP to the Employee will be in full satisfaction of all of the Society's obligations under this Agreement. That is, the Employee will have no additional claim against the Society with respect to any of the entitlements created by this Agreement.

#### Salary Sacrifice

- 7.42 An Employee may elect to have part of their Base Salary paid as an employee superannuation contribution to the Newcastle Permanent Staff Plan Superannuation Fund or such other fund as the Society may approve. The amount of superannuation contribution used for this purpose will still form part of the minimum entitlement to a Base Salary pursuant to the terms of this Agreement and does not create an additional entitlement to payment. However, the amount 'sacrificed' shall not be taken into account in determining the amount, which the Society must contribute under the Occupational Superannuation Scheme.
- 7.43 With the express written approval of the Society an Employee may receive part of their Base Salary as goods specified in the Society's salary sacrifice policy as amended from time to time. The value of the benefit provided for this purpose will still form part of the minimum entitlement to a Base Salary pursuant to the terms of this Agreement and does not create an additional entitlement to payment. The Employee will be responsible for any taxation payable on the benefits.

#### Cashier's Performance Allowance

- 7.44 Customer Service Officers and Senior Customer Service Officers shall be entitled to receive a Cashiers Performance Allowance where their responsibilities include the management of a cash float of the Society.
- 7.45 A 'Cashier's Performance Allowance' in the sum of \$40.00 per fortnight in the case of a Full Time Employee, \$20 per fortnight in the case of a Part Time, Job Share or Casual Employee will be paid only where there is no shortage of cash from a cash float for which that Employee has responsibility. Loss of a Cashier's Performance Allowance may be accumulative. In other words, if in a given week, the money under the responsibility of an Employee is short by an amount in excess of the Cashier's Performance Allowance, the Employee will forgo the Cashier's Performance Allowance until such time as that shortfall has been replaced from that Employee's Cashier's Performance Allowance.

- 7.46 Senior Staff (as per Schedule 3) who are required to maintain a cash float will not be entitled to receive a Cashier Performance Allowance, however, errors up to a total of \$260.00 per financial year will be paid by the Society through a centralised account. The staff member will be responsible for repayment of any discrepancies greater than \$260.00. as per clauses 7.46 and 7.47.

#### Cash shortfalls in excess of \$250

- 7.47 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

- 7.48 In addition to the Base Salary, the Society may elect to pay individual Employees amounts over and above their Base Salary. Any such amounts shall be negotiated between the Society and the individual concerned. These shall be known as a "Personal Merit Payment".
- 7.49 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 6.43.

#### Positional Merit Payments

- 7.50 In addition to the Base Salary, the Society may elect to pay individual Employees working in a specialised area over and above their Base Salary. These shall be known as a "Positional Merit Payment".
- 7.51 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 6.43.

#### Discretionary Payment

- 7.52 The Society may pay the Employee a Discretionary Payment which may be offered by the Society to Employee at the sole discretion of the Society
- 7.53 The Discretionary Payment may be paid on a fortnightly basis and may be withdrawn by the Society at its sole discretion at any time.

#### Superannuation

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

#### Travel Expenses

- 7.55 The Society shall, where appropriate, pay all Employees' Travel Expenses at the following rates.
- 7.56 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 \$0.56 per kilometre as per award, as varied, where that Employee uses his or her own vehicle. The distances upon which the travel expense is calculated will take into account either the place of work or Employee's home address, which ever is appropriate.

7.57 Where a relief staff member is required to travel from their home branch (that is the branch closest to their residential address) at the request of and on behalf of the Society on a regular basis, using his or her own vehicle, the Society shall pay the employee:-

- (a) \$80.00 per fortnight On Call Allowance; and
- (b) When travelling from the employee's home branch a relief allowance will be paid as follows:

Up to 10km	\$10/day
11km Up to 30km	\$17/day
31km Up to 50km	\$25/day
51 km Up to 70km	\$30/day
71 km Up to 90km	\$40/day
91km Up to 110km	\$60/day
111km Up to 130km	\$80/day
Over 130km	\$100/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.

7.58 Travel expenses shall not apply to Senior Staff (as per Schedule 3) who have had factored into their salary package a recognition for the requirement of some travel associated with their position. The Society will however pay travel expenses where the Society deems that excessive travel costs have been incurred. Excessive travel is deemed to be every kilometre over 80 kilometres per week travelled on Society business.

#### Living Away from Home Expenses

7.59 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

7.60 The Society shall pay Employees a first aid allowance at the rate of \$8.35 per week as per award as varied where:-

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

#### Higher Duties Allowance

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

7.62 To qualify for a Higher Duties Allowance:

- (a) Employees performing the higher duties of a Level Two role or a Supervisor are required to perform such duties for a minimum of two (2) consecutive work days (excluding Saturday mornings).
- (b) Employees in Level One or Level Two roles who perform the higher duties of a Manager or Team Leader are required to perform such duties for a minimum of two (2) consecutive work days (excluding Saturday mornings).

- (c) Employees in Schedule 3 roles performing the duties of a Manager or Team Leader are required to perform such duties for a minimum of five (5) consecutive work days.

7.63 After qualifying for a higher duties allowance, the higher duties allowance will be paid for the whole of the period that the higher duties were performed.

7.64 The Organisation will identify when Higher Duties are to be paid and will only be paid where an Employee demonstrates to the satisfaction of the Society that the employee:

- (a) filled the position of an absent Employee;
- (b) performed the employees duties; and
- (c) was appropriately qualified and accredited to do so.

7.65 To claim the Higher Duties Allowance the employee should complete the relevant Higher Duties Form and have it approved by the appropriate Manager.

7.66 The Higher Duties Allowance shall be the difference between the officers current Base Salary and the minimum Base Salary payable for the position being relieved.

#### Meal Allowance

7.67 A Meal Allowance of \$10.15 as per award, as varied shall be paid to Employees where clause 8.32 applies, unless the Society provides an appropriate meal to the Employee.

#### Inconvenience Allowance

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

#### Inconvenience Benefit

7.69 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.

#### Return To Duty

7.70 If an Employee is required to return to work after completing their normal duties for that day the Employee will receive a minimum payment of 2 hours at the applicable rate. These provisions only apply to employees up to the level of Office Manager and Team Leader, except where otherwise agreed in writing between those Employees and the Society.

#### Standby Allowance

7.71 Where an Employee is nominated by their manager to be on standby they will receive the following:

- (a) \$15 per day Monday to Friday.
- (b) \$25 per day Saturday, Sunday and Public Holidays.
- (c) Where an Employee is directed to log into the Society's computer network to perform work from home, they will be entitled to a minimum half hour payment at the applicable rates.

7.72 The nominated Employee must be:

- (a) Contactable;
- (b) In a fit and suitable condition to perform work; and
- (c) Able to return as and when required within an agreed timeframe

#### Accident Pay

7.73 Under the provisions relating to Workers Compensation a recipient of Workers Compensation is entitled to only his or her Base Salary for the first 26 weeks of total incapacity following injury. Further payments after the first 26 weeks of total incapacity will be paid at the statutory rate as directed by WorkCover. The Society agrees that it will make up the difference to an Employee's normal gross fortnightly salary for the first 26 weeks following the injury, should this be necessary.

#### Payment of Salaries

7.74 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.

### **8. Hours of Work**

#### Ordinary Hours

- 8.1 The Society employs Full Time Employees, Part Time Employees, Job Share Employees and Casual Employees.
- 8.2 '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.
- 8.3 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.
- 8.4 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

- 8.5 The 'Normal Operating Hours' of the Society are from 7.30am to 6pm every Monday, Tuesday, Wednesday, Friday, Saturday and from 7.30am to 9pm every Thursday. These hours do not apply to public holidays.
- 8.6 The 'Normal Operating hours for Employees working in the Customer Support Centre are 7.30am to 6pm Monday to Saturday. These hours do not apply to public holidays.
- 8.7 If the Society decided to operate specific areas on a Sunday it would only do so in response to the actions of its competitors.
- 8.8 If Specific areas of the Society were to operate on a Sunday, permanent staff would only be required to work one Sunday per month with the provision for two consecutive days off within the following week unless mutually agreed by each Employee.
- 8.9 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 Employee.

- 8.10 Employees who work on Sunday, as part of their normal hours shall be paid at the rate of 175% of their normal hourly rate for those hours worked.
- 8.11 Employees' Ordinary Hours are those rostered by the Society from time to time.
- 8.12 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

- 8.13 All Employees are required to work reasonable overtime when requested.
- 8.14 The Society may, through consultation, grant the Employee ordinary time off in lieu of overtime. Employees entitled to overtime shall have the option to nominate payment of overtime or time in lieu at the time of approach.
- 8.15 Overtime shall be calculated on a daily basis and will only be recognised where the overtime worked exceeds 15 minutes on any day.
- 8.16 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. Overtime worked after 12 noon on a Saturday or at anytime on a Sunday will be paid at twice the normal hourly rate.
- 8.17 Overtime worked on a public holiday will be paid at double time and a half.
- 8.18 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.
- 8.19 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.

#### Flexible Working Arrangements

- 8.20 In some circumstances it may suit an Employee and the Society for the employee to work more flexible hours, such as to work more hours on some days and less on others, or to start and finish earlier or start and finish later in the day. In these cases, the Employees and department may enter into Flexible Working Arrangements.
- 8.21 Flexible Working Arrangements may be established in Society locations where it suits the staff and the business needs of the department.
- 8.22 Flexible Working Arrangements will apply for staff employed prior to the date of operation of this Agreement only where it is mutually agreed by the staff member in each instance. No staff member employed prior to the date of operation of this Agreement will be required to enter into a Flexible Working Arrangement.
- 8.23 Existing Employees that decide to enter into a Flexible Working Arrangement will have the option to return to their previous hours arrangements within the first two months of adopting the flexible arrangements.
- 8.24 If the existing employee elects to adopt these arrangements on an ongoing basis beyond the 2 months, they may in the future request a return to their previous arrangements. The Society will try to accommodate the Employee's members preferences but cannot guarantee this.
- 8.25 If the Society decides that the Flexible Working Arrangements would not continue to apply in a department or part of a department then affected Employees would be provided a minimum of 4 weeks notice.



- 8.26 For Employees who adopt Flexible Working Arrangements, the "Band of Normal Operating Hours" will be 7am to 9pm Monday to Saturday.
- 8.27 Employees working Flexible Working Arrangements will be provided with their scheduled hours for each rostered period either 4 weeks or a roster period in advance whichever is the lesser.

#### Training/Staff Meetings

- 8.28 The Society and Employees 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

- 8.29 Ordinarily Employees shall be granted a meal break of 1 hour per day.
- 8.30 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.
- 8.31 Meal breaks during Ordinary Hours shall not be paid.
- 8.32 If an Employee is required to work more than one hour before or after their normal commencing or ceasing time respectively for the day, a meal allowance shall be paid as stated in clause 7.77.
- 8.33 The Society will not expect Employees to work more than 6 hours without a meal break.

#### Tea Breaks

- 8.34 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.
- 8.35 Tea Breaks are not cumulative, nor can they be forgone as time in lieu.
- 8.36 Each 10 minute Tea Break shall count towards the Ordinary Hours of the Employee.

#### Saturday Morning Rosters

- 8.37 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 8.38. This may involve the provision of Casual and Permanent Part Time Staff who may be offered Saturday work. Any suggested rostering submission will be prepared by the Branch Manager concerned, in conjunction with the Regional Manager and will be submitted to The Human Resources Manager for consideration and approval.
- 8.38 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.

### **9. Leave**

- 9.1 The following leave provisions apply to Employees covered by this Agreement
- (a) Annual Leave

- (b) Compassionate leave
- (c) Recreation Leave
- (d) Discretionary leave
- (e) Examination/ Study Leave (refer Clause 6.8)
- (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

9.2 Casual employees have no entitlement to leave except for provisions stated in clause 9.20 and 9.21. To compensate for the fact they have no entitlement to leave Casual employees receive an additional payment on top of their normal hourly rate.

#### Annual Leave

9.3 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 Ordinary Hours worked.

9.4 Casual employees are not entitled to paid annual leave, to compensate for this they receive an additional payment on top of their normal hourly rate as detailed in 7.9.

9.5 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.

9.6 Annual Leave shall be granted at a time agreed between the Employee and the Society, or if there is no agreement, then at a time directed by the Society. The immediate concerns of the Society in this regard are that it will need to ensure the availability of relief staff when Employees are absent on Annual Leave. This clause also applies to Casual employees. Annual Leave may not be cancelled if less than four week's notice of cancellation is given by either the Society or the Employee unless otherwise agreed.

9.7 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

9.8 The Society shall grant each Employee, other than a casual employee, two days Compassionate Leave in the event of the death of a person as prescribed in clause 9.28. Compassionate Leave must be taken within a reasonable time of the Employee being made aware of the death.

#### Recreation Leave

- 9.9 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.
- 9.10 To be eligible for the half day show day an Employee must have commenced employment prior to the relevant show date, and must have completed their probationary period.
- 9.11 The full day picnic day is available to all full time Employees with a minimum three months' service in a calendar year and may be taken at any time during the year, except during their probationary period.
- 9.12 The picnic day and the half day show day are not cumulative and must be taken in the year in which they accrue.
- 9.13 The Society shall grant each full time Employee up to one full day's Recreational Leave for each full month of that Employee's employment with the Society. One full day will be either one weekday or two Saturday mornings.
- 9.14 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

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

#### Extended Leave

- 9.16 The Society may grant Employees the right to take accumulated Annual Leave and Long Service Leave in 1 block, up to the balance of their accruals.
- 9.17 This Extended Leave will only be considered for those Employees who:-
- (a) have a minimum of 2 years' continued service at the time of seeking such leave;
  - (b) have given sufficient notice of their desire to take such leave in an extended form;
  - (c) and where it does not inconvenience the Society to grant the leave; and
  - (d) Employees wishing to apply for Extended Leave should provide the Society with as much notice as possible.
- 9.18 The approval of extended leave will be at the discretion of the Society.

#### Jury Duty

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

#### Workers' Compensation

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

#### Long Service Leave

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

## Unpaid Leave

- 9.22 Unpaid leave will be subject to the Society's discretion and must be approved by Human Resources Department prior to the leave being taken.
- 9.23 Any request for unpaid leave is to be forwarded in writing to the Human Resources Department. Each case will be individually assessed on its merits. Consideration will also be given to length of service, attendance record, job performance, length of time the employee has requested and the effect this will have on staffing requirements within the organisation.
- 9.24 Whilst on unpaid leave all benefits such as sick, annual and long service leave will not accrue.

## Paid sick leave

- 9.25 The Society shall grant to all full time Employees after a qualifying period of 3 months, the equivalent of 38 hours paid sick leave in the first twelve months of an Employee's employment. Part time Employees shall receive the equivalent of 1 week's Ordinary Hours paid sick leave during the first 12 months of their employment.
- 9.26 The Society shall grant 61 hours' paid sick leave for any full time Employee during the second and subsequent years of his or her employment. Part time Employees shall receive an equivalent period based proportionately on his or her Ordinary Hours.
- 9.27 To the extent permitted by law, the Society will allow its Employees all or part of granted sick leave to care for a person as prescribed in Clause 9.28.
- 9.28 The entitlement to use sick leave in accordance with Clause 9.26 is subject to:
- (i) The employee being responsible for the care of the person concerned; and
  - (ii) The person concerned being:
    - (a) A Spouse (including de facto and same sex partner)
    - (b) a child (including an adopted child, a step child, a foster child, or an ex nuptial child), parent (including a foster parent and legal guardian), grandparent, grandchild or sibling of the employee or spouse or de facto spouse of the employee; or
    - (c) a relative (someone who is related to the employee by blood marriage or affinity) who lives in the same household.
- 9.29 Sick leave shall be accumulative for the whole of an Employee's employment.
- 9.30 If an employee is going to be on sick leave, the employee must notify the Society prior to 7.45am 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.
- 9.31 The Society will not pay for any sick leave of more than 2 consecutive working days, or where a sick day is either side of a public holiday, if a medical certificate is not produced. The Society reserves the right to require a medical certificate for any period of sick leave taken. If a certificate is requested and not provided then the absence will be treated as unpaid leave.
- 9.32 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.
- 9.33 Where an Employee suffers a serious or incapacitating illness for a minimum period of 2 weeks whilst on annual leave and produces a medical certificate covering that period of illness, the Society will treat such a period as sick leave and adjust the Employee's Annual Leave accordingly.

- 9.34 The Society will not accept post-dated medical certificates.
- 9.35 There shall be no entitlement to payment in lieu of sick leave not taken at the termination of an Employee's employment.
- 9.36 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

- 9.37 Parental Leave will be granted in accordance with the provisions of Part 4 Division 1 of the *Industrial Relations Act 1996* (NSW). Parental leave includes maternity leave, paternity leave or adoption leave. In order to avail themselves of these provisions, Employees:-
- (a) Are encouraged to give notice as soon as a pregnancy or pending adoption is confirmed;
  - (b) Are required prior to the commencement of their parental leave, to give the Society a minimum of 6 weeks' written notice or as much notice as possible. Under normal conditions leave will commence not less than 6 weeks prior to confinement. On provision of a medical certificate employees may work up to 4 weeks prior to confinement. Where possible the Society will endeavour to meet any special conditions noted in the medical certificate.
  - (c) An employee may shorten the period of parental leave with the agreement of the employer and by giving the employer notice in writing of the shortened period of at least four weeks before the leave is to come to an end.

#### Paid Parental Leave

- 9.38 Employees who have 12 months or more continuous service and are the Primary Care Provider for their child will be eligible for 6 weeks paid Parental Leave. This will be subject to the following conditions:
- (a) To be eligible for paid Parental Leave the employee must be the "Primary Care Provider" for the child.
  - (b) If both parents are employed by the Society, only one employee will be eligible for paid parental leave.
  - (c) "Primary Care Provider" means the individual with the principal responsibility for providing care to the child within the family home and who takes the majority of leave to care for the child during the first 12 months. The Employee will be required to complete a Statutory Declaration confirming they are the Primary Care Provider.
  - (d) Employees can have the leave paid in one of two ways. The options are:
  - (e) The employee will receive six weeks paid leave upon commencing Parental Leave with payments made at the time of the Society's usual pay runs. OR
  - (f) The employee will receive 12 weeks paid leave at half pay upon commencing Parental Leave with payments made at the time of the Society's usual pay runs.
  - (g) Payments will be calculated on the employee's base rate of pay prior to commencing Parental Leave. Part time employee's payments will be calculated using the employee's average fortnightly salary over the previous 3 pay periods prior to commencing leave.
  - (h) The period taken as paid Parental Leave forms part of the maximum 52 weeks' Parental Leave entitlement under this Agreement.

- (i) If during the life of this Agreement a legislative standard is introduced, that standard will be applied in place of this Agreement. If the Society's arrangement is more beneficial than the legislative standard the Society will continue to provide up to this benefit.

If the legislative standard is paid directly to the employee by a third party, the benefit paid by the Society will be reduced by the amount received by the employee.

- (j) An employee will not be entitled to both payments, however the employee will not receive less than the equivalent of 6 weeks pay subject to the requirement to return to work.
- (k) To maintain an entitlement to this payment an employee must return to work for a period of 12 months.. If an employee does not meet the conditions of this clause the following will apply;

If the employee does not return to work at the completion of their leave they must reimburse the Society the full payment received.

If the employee returns for a time that is less than the duration of their leave the employee will reimburse the Society the relevant portion.

When employees return to work on a casual basis they must make themselves available to work a minimum of 2 days per week. If the employee is not available to work for a minimum of 2 days per week, the employee will reimburse the Society the full payment received.

- (l) Employees will be eligible for Paid Parental Leave in accordance with the Society's Paid Parental Leave Policy, as amended by the Society from time to time.

#### Public holidays

- 9.39 Permanent Employees shall be entitled to take all public holidays, and where such holidays fall on their normal rostered day they shall be paid for all such public holidays taken. Should a public holiday occur during an Employee's absence whilst on annual leave, the Society shall only deduct the actual working days taken from their annual leave entitlement.

### **10. Disciplinary Process**

- 10.1 Disciplinary measures are implemented within the context of an overall performance management approach.
- 10.2 If an employee performance issue arises which requires disciplinary action, the Society will notify the employee concerned and gather and analyse any material relevant to the performance issue. This may include discussions and interviews with the persons concerned including the employee who is subject of the disciplinary action.
- 10.3 The Society will meet with the employee concerned and discuss the proposed disciplinary action to be taken before implementing the disciplinary action. Management will ensure the employee is provided with the opportunity to have a witness present if they choose.
- 10.4 Employees suspected of engaging in serious misconduct may be suspended from duty with pay or may be assigned alternate duties within their skills, competency and training until the matter has been investigated and a decision has been made about returning to normal work or implementing disciplinary action or both.
- 10.5 In implementing disciplinary action following a formal decision being made, the Society may take the following actions and any other action it considers appropriate in the circumstances, depending on the seriousness of the matter;
- 10.5 Provide Verbal Counselling;
- 10.6 Issue a written caution, warning or reprimand;

- 10.7 Place the employee 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.
- 10.8 Impose a temporary reduction in position, rank, employment benefits, classification level and pay for a period to be defined by the Society;
- 10.9 Suspend an Employee from duty without pay; or
- 10.10 Terminate the Employee's employment.
- 10.6 The Society may terminate an employee's employment with notice or payment in lieu of notice where the employee has been subject to disciplinary action.
- 10.7 An employee may be terminated summarily without notice where they have engaged in serious misconduct. Examples of serious misconduct include but are not limited to:

Criminal Misconduct

Intentional Breach of Society security

Serious Breach of Cash Handling Procedures

Intentional Breach of Society policies

Unseemly behaviour

Dishonesty or dishonest behaviour

Intentional breach of a fundamental term of this Agreement

Working while intoxicated or under the effects of drug abuse.

## **11. Issue Resolution Process**

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

## **12. Staff Discounts**

### Home Insurance

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

### Staff Account

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

### Mortgage Insurance

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

### Travellers Cheques and Foreign Cash

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

### 13. Staff Loans - General

#### Introduction

- 13.1 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.
- 13.2 This concept is not an automatic right, but a privilege administered and approved on a case by case basis by the Society.

#### The Concept

- 13.3 The following principles apply to Employee lending:
- (a) All proposed loans to staff of the Society will be submitted to the Board for approval showing details of the proposed loan, security, concessional rate of interest and term.
  - (b) Staff Lending conditions will be the normal conditions approved by the Society for ordinary borrowers unless otherwise specified.
  - (c) Before a loan is made to an Employee at a concessional rate of interest, that Employee is to acknowledge that he or she has read, fully understands and accepts the guidelines under which the loan is approved.
  - (d) It is a condition of any loan approved under the terms of this 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.
- 13.4 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.
- 13.5 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.
- 13.6 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.
- 13.7 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.
- 13.8 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.
- 13.9 If before repayment of his or her concessional loan an Employee:
- 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

- 13.10 The Society will offer Employees concessional rates on personal loans. The rate will be 2% below the highest secured Personal Loan rate with a ceiling of \$25,000.
- 13.11 Appropriate loan security will be required at the Society's discretion.
- 13.12 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

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

- (a) The Society is entitled to vary the rates of interest payable in respect of any advance or loan made to the Employee.
- (b) The approval of the concessional loan rate and its continued application is at the sole discretion of the Society.
- (c) 6 broad categories for concessional loans will apply to staff employed prior to the 5th January 2000. The categories and the interest expressed as a percentage of the ordinary borrowers' rates applicable to the amount of the particular loan are:

33.3%	Senior Executives
55.0%	Senior Managers
65.0%	Specialist Staff, Supervisors, Office Managers, Managing Supervisors, Relief/Trainee Managers and Assistant Managers
75.0%	Other Staff
85.0%	Part-Time Staff
90.0%	Casual Staff

Prior to the operation of this agreement, Employees who receive a Concessional Rate higher than what their position is eligible for the employee will maintain this concessional rate.

- (d) All staff employed on or after the 5th January 2000 may be eligible under the current qualifying period of 2 years for a staff loan up to a maximum of \$ 80,000.00 at 90% of the Standard variable rate.
- (e) The Board may at its discretion at any time change the participants from one category to another, or strike a different rate.
- (f) Approval of a loan at a concessional rate of interest to Employees will only be given for the following purposes:
- purchasing a house or home unit already built;
  - purchasing a house partly built and completing it;
  - building a new house;
  - purchasing vacant land on which a house to be used as the applicant's residence is to be built;

making alterations to a residence in which the applicant will reside or is residing;

the repayment of an existing mortgage on the Employee's personal residence.

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

#### Maximum Loan

- 13.14 All staff will be eligible for a concessional interest rate on all first mortgage loans made on the security of an Employee's private dwelling. Staff employed prior to the 5th January 2000 will be eligible for a minimum loan of \$ 80,000.00 or two and one half times annual salary, whichever is the higher, providing that such maximum does not exceed the amount provided by legislation. From the commencement of this Agreement all new applications for staff concessional loans to employees employed prior to the 5th January 2000 will be capped at a maximum of \$ 125,000.00. All staff employed on or after the 5th January 2000 will be eligible for a loan as detailed in clause 13.13 (d).
- 13.15 Any Employee who has previously been granted a loan may apply for an increase up to the maximum amount allowed pursuant to clause 13.14. In considering any such application, the Society may take into account the Employee's salary at the time of the original loan, the inflation rate since the original loan, and any other matters the Society thinks fit.

#### Special Consideration

- 13.16 If an Employee with a concessional housing loan dies before repayment of the loan in full and the deceased Employee had completed 10 years' continuous service prior to his or her death, any spouse or dependent children of the deceased Employee under the age of 21 years (if occupying the residence concerned), shall have the right to continue to repay the loan at the concessional interest rate.
- 13.17 The Society recognises that an Employee's circumstances may change in various ways and their present home may no longer be suitable. In such circumstances, the Society may allocate a subsequent loan to purchase a new personal residence. Such a subsequent loan would be in accordance with these guidelines. The Board would require detailed reasons for the change of residence and would need to be fully convinced that the change was for necessary personal reasons and not for monetary gain.

#### Staff Loans and Parental Leave

- 13.18 The Society has agreed to allow staff who take parental leave to retain the staff concessional loan rate providing:
- (a) The employee has had five (5) years' continuous employment as defined in clause 4.26
  - (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
- 13.19 If a staff member who takes parental leave and who is receiving the benefit of the concessional staff loan rate does not meet the requirements set out in clause 13.4, the concessional interest rate will be withdrawn and will revert to the current variable interest rate.
- 13.20 All benefits received from the concessional loan rate (including any Fringe Benefits Tax incurred by the Society that cannot be redeemed from the Australian Taxation Office) while on parental leave will be forfeited. The loan amount will be rewritten to include such forfeited benefits at interest rates equivalent to those determined variable rates applying during the period.

## SCHEDULE 1

1. Newcastle Permanent Building Society Limited

## SCHEDULE 2

Staff Category		
Schedule 2A - Young Adult Rates	On Approval 2004 4.5%	From January 5, 2005 6%
Age < 18 years	15435.00	16361.10
Age 18 years	18645.14	19763.85
Age 19 years	21078.49	22343.20
Age 20 years	24611.13	26087.80
Junior Officer	25505.57	27035.90

Schedule 2B - Probationary Rates	On Approval 2004 4.5%	From January 5, 2005 6%
Probationary Trainee	28275.82	29972.37

Schedule 2C	On Approval 2004 4.5%		From January 5, 2005 6%	
	Base Salary Ranges		Base Salary Ranges	
	Minimum	Maximum	Minimum	Maximum
Level One Customer Service Officer, Customer Service Representative and Administrative Officer	30415	32496	32240	34446
Level Two Senior Customer Service Officer, Senior Customer Service Representative and Senior Administrative Officer	32496	36408	34446	38592

## SCHEDULE 3

Accounting Manager	Loans Acquisition Manager
Administration Manager	Loans Assessing Manager
Applications Manager	Loans Assessor
Assistant Accountant	Loans Officer
Cadet Programmer	Management Accountant
Change Facilitator	Manager - CSC
Chief Information Officer	Manager, Banking and Payments system
Collections Manager	Marketing Communications Executive
Collections Officer	Mobile Lender
Community Manager	Occupational Health & Safety and Workers
	Compensation Manager
Community Manager Support	Office Manager
Community Relations Executive	Operations Manager
Conveyancing Clerk	Operator
CSC Analyst	Para Planner
CSC Training & Quality Assurance Manager	Payroll Officer
Customer Relations Assistant	PC Support Officer
Customer Relationship Manager	PID Supervisor
Documentation & Quality Control Officer	Policy Manager
Employee Relations Manager	Portfolio Manager

Executive Assistant	Product Manager
Executive Manager of Community Managers	Programmer
Facilities Officer	Project Manager
Finance Assistant	Property & Purchasing Manager
Financial Accountant	Regional Manager
Financial Controller	Relationship Manager
Financial Planner	Senior Collections Officer
Financial Planning Manager	Senior Community Manager
Friendly Society Officer	Senior IT Security Officer
Funds Administrator	Senior Loans Assessor
General Manager, Customer Service	Senior Operator
General Manager, Operations	Senior Programmer
Head of Branch Banking	Senior Relationship Manager
Head of Compliance	Settlements Manager
Help Desk Manager	Stationary Coordinator
Host Systems Project Manager	Supervisor Conveyancing
Human Resources Advisor	Supervisor loans Data
Human Resources Manager	Supervisor Securities
Infrastructure Manager	Team Leader
Insurance and Alliances Manager	Trainee Office Manager
Internal Auditor	Treasury Business Development Manager
Learning & Development Officer	

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

THE COMMON SEAL of )  
NEWCASTLE PERMANENT BUILDING )  
SOCIETY LIMITED )  
(A.C..N. 087 651 992) was affixed to this )  
Agreement in accordance with its Rules:- )

.....  
Signature of authorised person

.....  
Signature of authorised person

.....  
Print Name of authorised person

.....  
Print Name of authorised person

.....  
Office held

.....  
Office held

This Agreement is signed by the members )  
of the Staff Committee on behalf of the )  
employees of )  
NEWCASTLE PERMANENT )  
BUILDING SOCIETY LIMITED )

.....  
James Dick

) .....  
) Cheryl Baldwin

) .....  
) Jason Veltruski

) .....  
) Paul Sansom

) .....  
) Lee Brossmann

This Agreement is signed on behalf of

New South Wales Local Government, Clerical, Administrative, Energy, Airlines & Utilities Union

..... 21/7/04  
Brian Harris

## **ANNEXURE 1**

### **ISSUES RESOLUTION PROCESS**

#### **General:**

It is accepted that there are occasions in the workplace where an employee feels they have an issue they would like to have resolved. Management is committed to making the Society an enjoyable and satisfying place to work for its employees, and therefore takes such issues very seriously.

The process has been introduced in order to ensure issues are dealt with promptly, and that the staff member concerned has appropriate support where required in order to have the issue addressed, and hopefully resolved to their satisfaction.

If a staff member has a concern that arises relating to their employment and they wish to formally raise the issue, the following process should be followed.

#### **Issues Resolution:**

Step 1- The staff member is encouraged to discuss the issue with their manager. If he/ she is not comfortable to do so, they may approach the Issue Resolution Officers or Human Resource Officers (see listing below). Those Officers are available to discuss the issue and to progress the complaint on the staff members behalf if that is the staff member's wish.

Step 2- If the issue is not resolved satisfactorily at step 1, the staff member is encouraged to elevate their complaint by requesting a formal meeting with the next senior manager. They may also wish to take a representative to this meeting to assist them.

Step 3- Again, if the matter is not resolved to the satisfaction of the staff member involved at this point, the issue may be taken up with the General Manager, Human Resources, or other such member of the Society's executive.

#### **Written Record:**

If the issue has not been resolved or the employee wishes to record the issue in writing, they should record the following information:

Nature of the complaint.

The date it occurred.

Who is involved.

Witnesses

The name of any representative they wish involved.

What remedy the staff member is seeking.

The written record should be provided to the General Manager, Human Resources.

Management will seek to deal with any concerns/issues:

Constructively

Discretely

In a timely fashion with an outcome ideally reached within 4 weeks. The majority of issues/concerns will be sorted out in advance of this.

If required, witnesses may be interviewed in this process.

Issues Resolutions Officers

Human Resource Representatives