

# Kiwibank Limited and Etū Incorporated

## Collective Employment Agreement

July 1 2025 – June 30 2026



## **CONTENTS**

<b><u>Part / Clause</u></b>	<b><u>Section</u></b>	<b><u>Page</u></b>
	INTRODUCTION	5
	General	5
	Our Purpose and Nga Kauwaka	5
	EMPLOYMENT OBLIGATIONS	5
	Our obligations	5
	Your obligations and duties	5
	Rules, policies, procedures, and codes	6
	Conduct and performance expectations	7
PART 1	PARTIES, TERM, COVERAGE, NEW EMPLOYEES, VARIATIONS, SAVINGS	7
Clause 1	Parties to the agreement	7
Clause 2	Term	7
Clause 3	Coverage	8
Clause 4	New Employees	8
Clause 5	Variations	9
PART 2	WORK SCHEDULE	9
Clause 6	Hours of work	9
Clause 7	Roster details	10
Clause 8	Overtime	10
Clause 9	Travelling time	10
Clause 10	Breaks	11
Clause 11	Flexible working	12
PART 3	LEAVE	13
Clause 12	Annual leave	13
Clause 13	Public holidays	15
Clause 14	Supported leave	16
Clause 15	Domestic violence leave	18
Clause 16	Bereavement leave	18
Clause 17	Parental leave	19
Clause 18	Jury service and witness leave	20
Clause 19	Study leave	20
Clause 20	Other leave	20
Clause 21	Continuity of service	21
Clause 22	Absence without leave	21
PART 4	REMUNERATION	21
Clause 23	Your remuneration	21
Clause 24	Payment of remuneration	21
Clause 25	Deductions from remuneration	21
Clause 26	Business expenses	22
Clause 27	Motor vehicle allowance	22
Clause 28	Higher duties allowance	22
Clause 29	Remuneration policy	22
Clause 30	KiwiSaver	23

<b>Part / Clause</b>	<b>Section</b>	<b>Page</b>
PART 5	KEY POLICIES	23
Clause 31	Safety and wellbeing	23
Clause 32	Sexual harassment	27
Clause 33	Equal employment opportunity	27
Clause 34	Breastfeeding in the workplace	27
Clause 35	Accommodation and amenities	28
PART 6	EMPLOYEE REPRESENTATION	28
Clause 36	Notification	28
Clause 37	Access to workplace	28
Clause 38	Delegate Recognition	28
Clause 39	Employment related education leave	29
Clause 40	Salaries and time record	30
Clause 41	Union meetings	30
Clause 42	Joint working party or consultative committee	31
Clause 43	Copy of agreement	31
PART 7	TERMS OF EMPLOYMENT	31
Clause 44	Liability	31
Clause 45	Indemnity	31
Clause 46	Outside business interests	32
Clause 47	Insider Trading	32
Clause 48	Confidentiality	32
Clause 49	Your belongings	32
PART 8	TERMINATION OF EMPLOYMENT	33
Clause 50	Termination of employment	33
Clause 51	Salary	33
Clause 52	Redundancy	33
Clause 53	Employee protection provisions	34
Clause 54	Cessation of Employment due to Health	34
Clause 55	Death in Service	35
Clause 56	Enhanced Early Retirement	35
Clause 57	Certificate of service	36
PART 9	RESOLUTION OF EMPLOYMENT RELATIONSHIP PROBLEMS PROCESS	36
Clause 58	Introduction	36
Clause 59	Raising employment relationship problems	37
Clause 60	Time limit on raising a personal grievance	37
Clause 61	Mediation	37
Clause 62	Employment relations authority	37
PART 10	KIWIBANK CODE	37
Clause 63	Personal conduct	37
Clause 64	Employee privacy	38
Clause 65	Protecting company assets	38
Clause 66	Proprietary information	39
Clause 67	Use of company assets	39

<b><u>Part / Clause</u></b>	<b><u>Section</u></b>	<b><u>Page</u></b>
Clause 68	IT assets and systems	40
Clause 69	Environmental issues	40
Clause 70	Speaking up at Kiwibank	40
Clause 71	Conducting business on behalf of Kiwibank	41
Clause 72	Fairness in the marketplace	41
Clause 73	Business contacts with competitors	41
Clause 74	Information about other people or companies	42
Clause 75	Information owned by other people or companies	42
Clause 76	Copyright material	42
Clause 77	Compliance with laws	43
Clause 78	Conflicts of interest	43
Clause 79	Commenting on Public Issues	43
Clause 80	Adverse Events	43
PART 11	EXECUTION PROVISION	44
	SCHEDULES	
One	Classifications – Coverage	45
Two	Remuneration	46

INTRODUCTION	
GENERAL	<p>These Terms and Conditions of Employment, together with your letter of offer, form your employment agreement that will provide a foundation for our employment relationship.</p> <p>The terms and conditions of employment in this agreement have been designed to create an environment, which will enable us to demonstrate we value our people and fulfil our objectives as a good employer. We believe that it is neither possible nor desirable to set precise rules regarding everything that can happen in our working environment. We value your judgment and ability to make decisions in these situations and expect that you will discuss any issues that you are unsure of with your manager.</p>
OUR PURPOSE AND NGA KAUWAKA	<p>Our purpose is “Kiwi Making Kiwi better off”.</p> <p>At Kiwibank we have four Kauwaka, each holding a mindset that will enable us to deliver on our purpose of Kiwi making Kiwi better off:</p> <p>Ka tīmata i a tatou – A place to belong  Me Māia – Rise to the challenge  Tapatahi – Better together  Ngā Kiritaki – Customer at the heart.</p> <p>We'll all have a role to play to bring Ngā Kauwaka to life in our teams and what this looks like will evolve over time.</p>
EMPLOYMENT OBLIGATIONS	
OUR OBLIGATIONS	<p>We will act as a good employer by ensuring that you are treated fairly and properly in all aspects of your employment.</p> <p>We are committed to equality of employment and will provide you with opportunities to enhance your ability and performance by providing support for training and development.</p> <p>We wish to attract and retain skilled and motivated people who choose to work here.</p>
YOUR OBLIGATIONS AND DUTIES	<p>You will act professionally and competently in carrying out the activities and functions of your position and such other duties as may be assigned to you from time to time.</p> <p>You will act in accordance with all statutes and regulations relating to your position and will comply with any policies or codes of conduct affecting your employment with Kiwibank.</p> <p>You will act in the best interests of Kiwibank. This means that you will refrain from committing any act or omission with the intention of detrimentally affecting the goodwill and reputation of Kiwibank.</p>

<p>RULES, POLICIES, PROCEDURES AND CODES</p>	<p>You acknowledge and agree to comply with Kiwibank's rules, policies, procedures, and codes as introduced, varied, or cancelled by Kiwibank from time to time. We will notify you and your union of any key changes to policy and where practical, will seek feedback from delegates and the union on the proposed key changes before implementing them. We will notify you and your union of any minor changes to People Policies where practical before communicating them.</p> <p>Changes to policies that are considered to be key changes would include;</p> <ul style="list-style-type: none"> <li>• any changes that reduce or significantly change something of benefit to employees (for example – a change to our bereavement leave offering)</li> <li>• any changes that fundamentally alter the intent of the policy (for example – a decision to replace bereavement leave with supported leave)</li> <li>• any changes that may be seen as detrimental to employees (for example – reduction in numbers of weeks offered for redundancy payments)</li> <li>•</li> </ul> <p>Changes to policies that are considered to be non-key changes would include;</p> <ul style="list-style-type: none"> <li>• updates that are required due to legislation changes (for example – updates to domestic violence information if the legislation changes).</li> <li>• updates that are required to align to language or terms to enable brand or culture alignment (for example – removal of the word values if Kiwibank no longer calls them company values)</li> <li>• updates that are required due to the existing wording being considered out of date to ensure the policy is still able to be understood and adhered to by employees (for example – removal of reference to a policy being applicable to employee groups in a company that Kiwibank no longer owns).</li> <li>• title changes to existing policies (for example renaming the Bullying and Harassment policy to Bullying, Harassment and Discrimination).</li> <li>• combining policies for simplification (for example putting EEO policy wording into the Diversity, Equity, and Inclusion policy to ensure all issues relating to discrimination are in the same policy for ease of use).</li> </ul> <p>The rules, policies, procedures, and codes are not attached to this agreement but can be sourced from Te Pa (the company intranet).</p>
--	--

CONDUCT AND PERFORMANCE EXPECTATIONS	<p>Conduct, behaviour, or performance, which does not meet Kiwibank's requirements, may result in disciplinary action being taken by Kiwibank.</p> <p>The action will be fair and reasonable in all circumstances and will include:</p> <ul style="list-style-type: none"> <li>• An investigation of the allegation by management</li> <li>• The opportunity for the employee to be represented by their union, their delegate or support person of their choice</li> <li>• Presentation of the facts to the employee</li> <li>• The opportunity for the employee to explain or deny the allegation</li> <li>• Management consideration of the explanation given</li> <li>• A time bound warning if appropriate and/or application of disciplinary action if appropriate e.g. transfer to other duties, reduction of pay, or dismissal.</li> </ul> <p>An employee may be dismissed instantly where an act of serious misconduct is established, and other disciplinary action is inappropriate.</p>
--------------------------------------	---

PART 1	PARTIES, TERM, COVERAGE, NEW EMPLOYEES, VARIATIONS, SAVINGS
CLAUSE 1	PARTIES TO THE AGREEMENT
1.1	This Collective Agreement is made pursuant to the Employment Relations Act 2000 between Kiwibank Limited ("the bank", "we", "our" or "Kiwibank") and Etū Incorporated (the "union" or "Etū"), and jointly known as "the parties".
1.2	<p>The relationship between Kiwibank and the union is one where the parties will act in good faith towards each other, engaging in a genuine process of consultation, sharing relevant information, and giving genuine consideration to the concerns and views of each other.</p> <p>Kiwibank and the union will always make a genuine attempt to look at ways to resolve disputes, by providing each other the reasonable opportunity to problem solve, and reconsider, normally within a minimum of 5 working days (except where a critical matter, such as disputes, safety, and wellbeing, etc. arises).</p>

CLAUSE 2	TERM
2.1	This agreement will come into force on <b>1 July 2025</b> and continue until <b>30 June 2026</b> .
2.2	Notwithstanding the rules surrounding the initiation of collective bargaining, with best endeavours the parties agree to meet as soon as possible prior to the expiry of the agreement and to commence negotiations for a new Collective Employment Agreement. The parties desire is to, if possible, reach agreement on a new Collective Employment Agreement, prior to this agreement expiring.

CLAUSE 3	COVERAGE
3.1	This agreement covers members of Etū who are employed by Kiwibank under or in any of the classifications outlined in Schedule 1. This includes roles within the Retail Branch Network, Advisor Partnerships team, Contact Centre, and Enterprise Operations whose work involves the provision of customer facing banking services via any communication channel (face to face or phone or online), and roles that provide the back-office support and administration of customer service.
3.2	This agreement will not apply to any employee who is not a member of Etū or to any employee who is not in a classification listed in Schedule 1.
3.3	Nothing in this agreement will operate to reduce the status, remuneration or conditions of employment applying to any employee covered by this agreement.
3.4	This agreement excludes fixed term employees (except those on fixed terms over 12 months)
3.5	Where Kiwibank creates a new position that falls within the high-level description in a job classification in Schedule 1, then that position will be covered by this agreement.
3.6	Kiwibank will inform the union if such new positions are established.

CLAUSE 4	NEW EMPLOYEES
4.1	<p><b>New employees and existing employees who are members of the union and party to this agreement</b></p> <p>New employees and existing employees who fall under the coverage clause as set out in clause 3 and who are or become members of the union will be covered by the terms of this agreement.</p>
4.2	<p><b>New employees who are not members of the union</b></p> <p>Any new employee who is employed by Kiwibank and who is not a union member and who would be covered by this agreement if they were a union member, will, for the first thirty days of their employment with Kiwibank, be on an individual employment agreement comprising the terms and conditions of this agreement with any necessary modifications and any additional terms and conditions agreed to that are not inconsistent with this agreement.</p>
4.3	<p>For any new employee employed by Kiwibank who is not a member of the union and who would be covered by this agreement if they were a union member, Kiwibank will:</p> <ul style="list-style-type: none"> <li>a) Inform them that this agreement exists and covers the work to be done by them; and</li> <li>b) Inform them that they may join the union that is a party to this agreement; and</li> <li>c) Inform them how to contact the union delegate; and</li> <li>d) Inform them that they will be bound by this agreement if they join the union; and</li> <li>e) Inform them that during the first 30 days of their employment, their terms and conditions comprise the terms and conditions in this agreement that would bind them if they were a member of the union and any additional terms and conditions mutually agreed that are not inconsistent with the terms and conditions in the agreement; and</li> <li>f) Give the employee a copy of this agreement; and</li> <li>g) Ensure the union has the opportunity to talk to new employees during onboarding.</li> </ul>



CLAUSE 5	VARIATIONS
5.1	<p>The parties agree that any clause of this agreement may be varied by agreement between Kiwibank, the union, and the employees concerned as per the following process:</p> <ul style="list-style-type: none"> <li>a) The proposal will be discussed by Kiwibank and the union and the elected employee representative/s. Once agreement has been reached between Kiwibank and the union, a variation proposal will be developed.</li> <li>b) The variation will be presented to the employees by the union and, if ratified by a majority of at least 60% of the union members affected, the agreement will be recorded in writing and signed by Kiwibank and the union.</li> <li>c) The agreement may include provisions for trial periods and terms of review.</li> <li>d) Copies of any agreement reached will be given to all signatories of the agreement for attachment to the current master copies.</li> <li>e) Where agreement on a variation is reached by operation of this clause, all employees affected will be bound by the variation.</li> </ul>
5.2	In the event of no agreement being reached, the provisions of this agreement will apply.

PART 2	WORK SCHEDULE
CLAUSE 6	HOURS OF WORK
6.1	<p>Kiwibank operates seven days a week to enable customer needs to be met. This includes public holidays.</p> <p>However, Kiwibank will give due consideration to the effect of working hours on employees' outside of work responsibilities, and to flexibility of hours, subject to business requirements.</p>
6.2	<p><b>Span of Hours</b></p> <p>Unless you are part time, or as otherwise agreed, your ordinary working hours are 40 hours per week or eight hours per day and will not exceed ten hours per day, normally worked between the hours of 7.00am and 11.00pm seven days per week.</p>
6.3	Your rostered hours will fall within the span of hours in clause 6.2 up to a maximum of five out of seven days each week including public holidays unless otherwise agreed. (Also see clause 7.)
6.4	The hours of work in any day, including starting and finishing times, will be determined by Kiwibank after consultation with you upon your commencement in the role. Any subsequent changes will be made by agreement and in accordance with the rostering provisions in clause 7, if applicable. In the event of a change to the hours of work, Kiwibank will provide a notice period of not less than two weeks, unless otherwise agreed.
6.5	If you are employed to work part-time hours, salary, other monetary benefits, and payments, and leave etc. will be prorated accordingly.
6.6	Except where there is an emergency or crisis situation, if there are changes to the scheduled hours that impact a majority of employees, then Kiwibank will consult with those employees impacted on start and finish times within the span of hours provided. Due consideration will be given to the effect on employees with outside of work responsibilities e.g., childcare.

CLAUSE 7	ROSTER DETAILS
7.1	<p>A roster is published in those teams that have rostered hours outlining the days to be worked and the start and finish times for each employee over which the employee's standard hours are to be worked, and their break times.</p> <p>This is generally published, where possible, 14 days in advance, for the following week except where the company is in an emergency or crisis situation. Should this situation occur, where practicable, the union will be advised in advance.</p> <p>For each published roster, the start and finish times are as agreed with each employee, however the break times may vary each roster.</p>
7.2	No roster will schedule work for seven consecutive days or for seven days of the week for one employee.
7.3	<p>Unless otherwise agreed, if you are rostered to work over the seven-day period, the days that you are rostered off from work will be consecutive.</p> <p>No employee shall be required to work for more than 6 days consecutively without having at least one day off.</p>
7.4	Once the roster has been published Kiwibank is obliged to continue with the roster and the employee is obliged to work it unless there is mutual agreement to any subsequent changes.
7.5	Any changes to the roster will take into account the employee's known personal circumstances.
7.6	If an employee is unable to work the scheduled roster, whether for any type of leave or other reasons, he or she will advise their Team Leader or the Manager of that team as soon as possible.

CLAUSE 8	OVERTIME
8.1	Overtime at time and a half will be paid when an employee agrees to work in excess of 40 hours for the week, or, in excess of 10 working hours per day (or per shift where person working late hours) due to business requirements that may occur.
8.2	Where overtime is necessary, it will, where practicable, be offered to all employees within the relevant team, who are able to undertake that work, and allocated to those employees who wish to work it.
8.3	<p>Time off may be granted instead of overtime paid where, in the Team Leader's or Manager's opinion, this can be arranged without adversely impacting on business needs. The employee must record any request for time off in writing.</p> <p>The time off granted will be at 1.5 hours for every 1 hour of overtime worked.</p>

CLAUSE 9	TRAVELLING TIME
9.1	<p>Travelling time will be counted as time worked if:</p> <ul style="list-style-type: none"> <li>i. An employee is called from home to either return to work or to work on a day which is not a working day for the employee, the employee will be paid for the time spent travelling between home and the</li> </ul>

	<p>workplace and the return journey. Time claimed must be equivalent to time taken for a direct journey from the home to the workplace. This clause does not apply to casual employees.</p> <p>ii. An employee is required to travel on Company business outside their standard daily hours, the employee will be paid for time spent travelling between their normal workplace and the place of business. The maximum travelling time payment for any one day is 8 hours.</p>
9.2	Travelling time is paid at the employee's standard rate of pay.
9.3	Travelling time and overtime cannot both be claimed for the same period.

CLAUSE 10	BREAKS
10.1	<p>All employees who work more than four hours (4.01 hours or more) are entitled to a period of not less than one hour for an unpaid meal break unless a reduced period for the break is mutually agreed.</p> <p>The meal break will fall, unless otherwise agreed, more or less in the middle of the employee's shift or work period.</p>
10.2	If your shift you are scheduled on for is for four hours or less (0 - 4.00 hours) on any particular day, you will not be entitled to an unpaid meal break on that day unless otherwise agreed.
10.3	<p>All employees who work more than five hours (5.01 hours or more) per day are entitled to two fifteen-minute paid breaks during the day.</p> <p>These breaks, which may be taken as one break, will fall, unless otherwise agreed, more or less in the middle of each half of the employee's shift or work period.</p>
10.4	If your shift you are scheduled on for is for four hours or less (0 - 4.00 hours) you are entitled to one fifteen-minute paid break, which will fall, unless otherwise agreed, more or less in the middle of your shift or work period.
10.5	If you are working additional hours, a paid break of fifteen minutes will be provided before you commence working the additional hours, i.e., after eight normal working hours on that day.
10.6	The precise timing of these breaks may be scheduled as required by Kiwibank, subject to consideration of any special requirements of the employees.
10.7	<p>Break times are to be used for rest breaks, and if not taken, time may <u>not</u> be deducted from the employee's normal working hours to start late or leave early.</p> <p>Where the employee is required to work through a fifteen-minute break, they will take the break at the next earliest opportunity.</p> <p>For phone-based staff, the break will be taken in the next practicable fifteen-minute block without impacting their statistics. The Team Leader may be consulted to administer the adjustment.</p>

CLAUSE 11	FLEXIBLE WORKING
11.1	<p>The purpose of this clause is to recognise the importance of work/life balance by facilitating flexible working arrangements that balance employment and non-employment commitments by –</p> <ul style="list-style-type: none"> <li>a) Providing employees with a right to request a variation of their working arrangements, and;</li> <li>b) Placing certain duties on employers who receive those requests.</li> </ul> <p>Kiwibank acknowledges that employees may have responsibilities outside of work, including childcare, eldercare, and other caring responsibilities. Kiwibank is committed to supporting work-life balance and will take these responsibilities into account when considering applications for flexible working arrangements where operationally feasible.</p>
11.2	<p><b>ELIGIBILITY TO MAKE A REQUEST</b></p> <p>You may make a request for a variation of your working arrangements at any time.</p>
11.3	<p><b>DUTIES WHEN MAKING A REQUEST</b></p> <p>A request must be in writing by following the process set out in the KB Flex Guidelines.</p>
11.4	<p><b>DUTIES WHEN RESPONDING TO A REQUEST</b></p> <p>Kiwibank must deal with a request as soon as possible but not later than one month after receiving it and—</p> <ul style="list-style-type: none"> <li>a) Notify you in writing whether the request has been approved or refused; and</li> <li>b) If the request is refused, notify you in writing that the request cannot be accommodated on one or more of the following grounds; <ul style="list-style-type: none"> <li>i. inability to reorganise work amongst existing staff;</li> <li>ii. inability to recruit additional staff</li> <li>iii. detrimental impact on quality</li> <li>iv. detrimental impact on performance</li> <li>v. insufficiency of work during the periods the employee proposes to work;</li> <li>vi. planned structural changes;</li> <li>vii. burden of additional costs;</li> <li>viii. detrimental effect on ability to meet customer demand.</li> </ul> </li> <li>c) Kiwibank must refuse a request if it would be inconsistent with any other provision contained in this Collective Employment Agreement.</li> </ul>
11.5	<p><b>OBLIGATION TO EXPLORE OTHER OPTIONS IF POSSIBLE IF A REQUEST IS REFUSED</b></p> <p>If a request is refused, you may request a meeting as soon as practicable following the decision. The purpose of this meeting is to explore whether there are other options that may identify a mutually acceptable variation to the refused request.</p> <p>You may bring a support person and / or your union delegate / representative to this meeting.</p>

	<p>Each party will fully inform the other party of the issues under consideration and each party, through full and open discussion, will participate in good faith. Kiwibank will not unreasonably withhold agreement to any acceptable proposed variation.</p> <p>The process to apply for Flexible Working Arrangements is available via the KB Flex Guidelines on Te Pa.</p>
11.6	<p><b>RESOLVING DISPUTES</b></p> <p>Any disputes as to the application of clause 11 will be dealt with in accordance with Part 9 (Resolution of Employment Relationship Problems Process) of this Agreement.</p>
11.7	<p><b>REPORTING TO THE UNION</b></p> <p>Not later than 30 days after the end of every financial six months a report must be provided to the National Office of the union with:</p> <ul style="list-style-type: none"> <li>a) the total number of applications made under clause 11.3 of this Agreement; and</li> <li>b) the total number of applications approved, and total number declined under clause 11.4; and</li> <li>c) the total number of applications dealt with under clause 11.5 in which a mutually acceptable agreement was reached.</li> </ul>

<b>PART 3</b>	<b>LEAVE</b>
<b>CLAUSE 12</b>	<b>ANNUAL LEAVE</b>
12.1	Annual leave will be granted in accordance with the Holidays Act 2003.
12.2	Holiday pay will be calculated in accordance with the Holidays Act 2003 (that is the greater of the employee's ordinary weekly pay as at the beginning of the annual holiday; or the employee's average weekly earnings for the 12 months immediately before the end of the last pay period before the annual holiday).
12.3	At the end of each completed 12 months of continuous employment, you are entitled to 20 days annual leave.
12.4	<p>After the completion of five years' continuous service with Kiwibank, a staff member will commence accruing a fifth week of annual leave which will continue in each subsequent year of service.</p> <p>The fifth week will be calculated at the same rate as holiday pay in accordance with the Holidays Act.</p>
12.5	If you work part-time, you will be entitled to annual leave on a pro rata basis (as per the Holidays Act 2003).
12.6	You will take your annual leave with the prior approval of Kiwibank at a mutually convenient time, consistent with the demands of your duties and responsibilities. Such approval will not be unreasonably withheld.
12.7	You may be required to take a minimum continuous leave period of 10 working days every calendar year. All leave types may contribute to this leave period.

12.8	If Kiwibank requires you to take annual holidays because an agreement was not reached as to when you will take your holidays, then Kiwibank will give you not less than 21 days' notice of this requirement.
12.9	<p>You may accumulate or anticipate your annual leave on a mutually agreed basis. If you want to accumulate leave, you must make a request in writing and Kiwibank will accept or decline this in writing.</p> <p>As a general rule, we will not approve the accumulation of more than 5 days annual leave entitlement from one year to the next year unless we are satisfied that there are circumstances to warrant such accumulation. This includes time accumulated in lieu of overtime payments.</p>
12.10	<p>Each year, Kiwibank may require you to take up to 10 days leave (paid or unpaid) e.g., over Christmas/New Year. Kiwibank must provide at least 3 weeks' notice of such intention.</p> <p>However, consideration will be given to requests from staff who wish to work during this time, subject to work being available and normal business requirements.</p>
12.11	Your holiday pay will be paid to you in the pay that related to the period during which the holiday is taken.
12.12	<p>The Holidays Act 2003 allows employers to consider requests for Annual leave cash up (within certain guidelines) if they choose to.</p> <p>Kiwibank recognises people as our greatest asset and is concerned for our people's wellbeing. Kiwibank encourages people to regularly use their annual leave to have a break to enjoy rest and recreation, maintaining a healthy sense of wellbeing.</p> <p>Kiwibank does not support the cash up of annual leave entitlement for the reasons outlined above. The exception to this policy is for financial hardship situations where the cash up of annual leave may allow some relief from financial burden.</p> <p>Hardship as generally defined for this policy is situation where a person's financial circumstances have changed due to events beyond their control, creating a negative impact.</p> <p>A request can be made in writing and must not exceed a maximum of one week of annual holidays in <b>each entitlement year</b> (a period of 12 months continuous employment from the anniversary of the person's start date).</p> <p>Please refer to the "Cashing Up of Annual Leave Policy" on Te Pa for further information including an application form.</p>
12.13	Kiwibank will seek formal leave requests for leave to be taken over the summer festive period leave (i.e., leave between 1 December to end of February each year) from employees in advance and will endeavour to do this in August each year. This will be with the exception of those in roles in Branch Network whose branch is confirmed as remaining opening during key dates on the festive season whose leave cannot be confirmed until later in the year. For the areas that can submit in advance Kiwibank will endeavour to approve or decline leave requests for this summer festive period of leave well in advance to provide early certainty on leave and allow members to plan for their breaks in advance. We will give as much notice as is reasonably practical to our Retail Branch Network employees around branch closures over the festive season. Where possible people who have previously taken the substantial break across a period that is inclusive of the public holidays will be rotated with other staff who are rostered on and had worked the public holiday

	period previously, so that the same people may not have to work on the next public holiday, unless they wish to do so. This clause will be reviewed annually at bargaining
--	--

<b>CLAUSE 13</b>	<b>PUBLIC HOLIDAYS</b>
13.1	<p>The Holidays Act 2003 and related laws apply to the taking of public and annual holidays. The public holidays are:</p> <ul style="list-style-type: none"> <li>a) Christmas Day</li> <li>b) Boxing Day</li> <li>c) New Year's Day</li> <li>d) The day after New Year's Day</li> <li>e) Good Friday</li> <li>f) Easter Monday</li> <li>g) Sovereign's Birthday</li> <li>h) Labour Day</li> <li>i) Anniversary Day (as observed in the locality concerned)</li> <li>j) Waitangi Day</li> <li>k) Anzac Day</li> <li>l) Matariki</li> <li>m) Any other public holidays as officially approved by the NZ Government</li> </ul> <p>Matariki: The calendar date for holiday will shift each year to align with the Maramataka (Māori lunar calendar) and will always be on a Friday.</p>
13.2	<p>Mondayising and Tuesdayising</p> <p>If Christmas Day, Boxing Day, New Year's Day, the Day after New Year's Day, Waitangi Day and ANZAC Day fall on a Saturday or Sunday, the following will apply:</p> <ul style="list-style-type: none"> <li>(a) If the Saturday and/or Sunday are normal working days for the employee, the public holiday will be treated as falling on that day.</li> <li>(b) If the Saturday and/or Sunday are not normal working days for the employee, the public holidays will transfer to the following Monday or Tuesday as the case may be.</li> <li>(c) In the case of public holidays that transfer under this clause, Saturday public holidays transfer to Monday and Sunday public holidays transfer to Tuesday except, in the cases of Waitangi Day and ANZAC Day, which will transfer to Monday irrespective of whether they fall on Saturdays or Sundays.</li> </ul>
13.3	You and your Manager / Team Leader may agree that any public holiday, as specified above, may be observed by you on another day.
13.4	There is a requirement for Kiwibank to remain operational on a public holiday. You may have to work on a public holiday, in particular, the anniversary day observed in your local area, or any other public holiday that falls on a day that is a normal rostered working day for you.
13.5	Kiwibank will first ask for volunteers to work on a public holiday. However, if enough staff do not volunteer, then those staff who are rostered on will be required to work, subject to consideration of any personal circumstances.

	Where possible staff who are required to work on a public holiday will be rotated with other staff who were also rostered on for that day, but did not work, so that the same staff do not work on the next public holiday, unless they wish to do so.
13.6	<p>We have a number of our people who work full time (ordinary working hours are 40 hour per week) with their working days different to a standard Monday to Friday.</p> <p>To ensure these individual's still benefit from public holidays each year, where a public holiday is observed on a day that is not a working day for the employee (where they work fulltime over a week), then an alternative holiday / day in lieu will be given or they will be paid at their normal hourly rate.</p> <p>This is not in addition to clauses 13.6 or 13.7 below. Therefore, if the individual works on the public holiday, and it is not an ordinary working day, then they will be paid in accordance with clause 13.6 below. No further payment nor alternative holiday / day in lieu will apply.</p>
13.7	<p>If you are required by Kiwibank to work on a public holiday, you will be paid at time and a half for hours worked (i.e., you will be paid your normal hourly rate plus ½ again).</p> <p>You cannot otherwise work on a public holiday, unless approved by your manager in advance.</p>
13.8	If the public holiday that is worked would have been a normal working day for you, you are also entitled to an alternative holiday. If the day is not a normal working day for you then you are not entitled to an alternative holiday.
13.9	Hours of work on a public holiday may be advised separately to the standard operating schedule.

CLAUSE 14	SUPPORTED LEAVE
14.1	<p>Supported leave rolls sick, domestic and compassionate leave into one, and is designed to offer a simpler, more flexible approach to taking unplanned leave if you need it.</p> <p>Supported leave is available to be used within reason for any of the following scenarios:</p> <ul style="list-style-type: none"> <li>• Personal illness or injury – if you are personally injured or unwell (for physical or mental health reasons) including for top ups of pay for non-work-related injuries covered by ACC</li> <li>• Caring for a dependent – a dependent is defined as a person's spouse, partner, dependent child, or other person who depends on them</li> <li>• Compassionate reasons – this reason will need specific leader approval and may be able to be used when you or a dependent may need some special time off not covered by other leave categories, for example if you need some time off for appointments having been diagnosed with a serious illness, or after surgery.</li> </ul> <p>Supported leave is inclusive of (not additional to) any legislative minimum entitlements to Sick and Domestic leave in New Zealand under the Holidays Act 2003 and its amendments. The company is committed to maintaining a minimum</p>



	<p>of 10 days statutory sick leave per anniversary year (to be applied for as supported leave)</p> <p>By design supported leave doesn't have a specific balance, but you'll be granted the legislative entitlement for sick leave as part of supported leave, as a minimum.</p> <p>If you need to take supported leave, please let your leader know in the usual way as soon as possible.</p>
14.2	<p><b>Taking Supported Leave</b></p> <p>If you're away on supported leave for three or more days consecutively, we may request proof that you or a dependant is sick or injured. In some circumstances, we might request this proof within a shorter period and in this case, you'll be reimbursed any cost of getting your medical certificate.</p> <p>In special circumstances, particularly in cases of ongoing or long-term injury or illness, we may request that you undergo a medical examination, at our expense, by a doctor or specialist agreed by Kiwibank. You'll be advised of the purpose of this examination, whether it's an assessment, a review of your treatment plan, or for other reasons, and how the information will be used by Kiwibank.</p> <p>If you agree to undergo this examination, you'll be given a copy of the medical report. Medical reports are treated in strict confidence and are securely stored online by the People team.</p> <p>If you don't agree to undergo an examination, next steps will be decided based on the information we already have.</p> <p>Supported leave is not paid out when an employee leaves Kiwibank.</p>
14.3	<p>Supported leave is a generous benefit and comes with the expectation that it's not abused.</p> <p>We reserve the right to review the provision of supported leave at any time, and to withhold paid supported leave in cases where someone has gone beyond their legislative sick and domestic leave entitlements in any given year, for example, if:</p> <ul style="list-style-type: none"> <li>• The frequency of absence is considered excessive without strong medical evidence</li> <li>• There is an unacceptable pattern of absences</li> <li>• There is prolonged (continuous or non-continuous) absence</li> <li>• The reasons for leave appear to be non-genuine</li> </ul> <p>There's an unreasonable impact on the business due to number of absences.</p>
14.4	<p>If you are rostered to work a public holiday and you do not work that day because you were on supported leave, you will be paid an amount that is equivalent to your relevant daily pay for this day (and not at time and a half). No day in lieu is provided. However, the day is still treated as a public holiday (and not as supported leave).</p>
14.5	<p>In special circumstances, particularly in cases of ongoing injury or illness, Kiwibank may request that you undergo a medical examination, at its expense, by a doctor arranged by Kiwibank. You will be advised of the purpose of this examination, whether it is an assessment, a review of your treatment plan or for other reasons, and also how the information will be used by Kiwibank.</p> <p>If you agree to undergo this examination a copy of the resulting medical report will be given to you so that you have the ability to address any points in the document that are not relevant to the original purpose of the examination as outlined by Kiwibank.</p>

	<p>The employee may identify and raise any concerns with the practitioner, and/or the relevant People Partner within Kiwibank. Within seven days of receiving the report the relevant Lead People Partner will arrange to review and discuss it with you.</p> <p>Such medical reports will be treated in the strictest confidence and will be stored online by the People department.</p> <p>Where you do not agree to undergo an examination, Kiwibank will make any necessary decisions based on the information it has.</p> <p>It should be noted that ACC may request a separate medical examination for the purposes of reviewing any workplace claim lodged by the employee. This will all be managed directly by ACC.</p>
--	--

<b>CLAUSE 15</b>	<b>DOMESTIC VIOLENCE LEAVE</b>
15.1	Domestic violence leave will be provided in accordance with the Holidays Act 2003.
15.2	<p>At Kiwibank, we take the safety and security of our people both at work and home very seriously. It is the intention of this policy to facilitate and support the safe and secure exit of an employee from a domestic violence situation by working with your leader to ensure this process is as seamless as possible.</p> <p>In accordance with the Domestic Violence—Victims' Protection Act 2018, the following will apply:</p> <ul style="list-style-type: none"> <li>• 10 days paid leave in any 12-month period to support you or a child in your care to exit a harmful situation Reasonable accommodation of changed working arrangements in accordance with business requirements for a fixed period of time agreed between the employee and the leader – for example – <ul style="list-style-type: none"> <li>○ changes to their span or pattern of working hours, location of work or duties.</li> <li>○ a change to their work telephone number or email address</li> </ul> </li> </ul> <p>Potentially proof of a domestic violence situation may be required however acknowledging the sensitivity of the employee circumstances at all time</p> <p>The employee must notify their leader of their intention to apply for Domestic Violence leave as soon as reasonably practicable</p> <p>Domestic Violence leave is considered over and above all other forms of leave. In terms of confidentiality, the nature of leave as Domestic Violence leave will not be documented by Kiwibank on paperwork such as payslips to ensure discretion</p> <p>All personal information concerning domestic violence will be kept confidential and will not be kept on the employee's personnel file without their agreement.</p>

<b>CLAUSE 16</b>	<b>BEREAVEMENT LEAVE</b>
16.1	Kiwibank recognises that employees may need time away from work to attend a funeral, a tangihanga, or to otherwise meet their obligations to someone with whom they have had a close association.

16.2	<p>Employees are entitled to five days paid bereavement leave upon the death of a spouse or partner, child, parent, spouses' parent, grandparent, grandchild, sibling or sibling-in-law.</p> <p>This is also the case in the following circumstances:</p> <ul style="list-style-type: none"> <li>• The employee has a miscarriage or stillbirth</li> <li>• Another person has a miscarriage or stillbirth and the employee: <ul style="list-style-type: none"> <li>○ Is the person's partner or;</li> <li>○ Is the person's former partner and would have been the biological parent of a child born as a result of the pregnancy.</li> <li>○ Had agreed to be the primary carer of a child born as a result of the pregnancy (e.g., through a formal adoption or a whangai arrangement)</li> <li>○ Is the partner of a person who had agreed to be the primary carer of a child born as a result of the pregnancy.</li> </ul> </li> </ul>
16.4	<p>Employees may apply for paid bereavement leave to attend the funeral or tangihanga, or to otherwise meet their obligations to someone with whom they have had a close association. In determining whether to grant such leave, and for how long, Kiwibank will have regard to the following:</p> <ul style="list-style-type: none"> <li>• The closeness of the association</li> <li>• Whether the employee has significant responsibility for all or any of the arrangements</li> <li>• Any cultural responsibilities in relation to the death</li> </ul> <p>Kiwibank may refuse an application for paid bereavement leave if it is not satisfied of the existence of a close association.</p>
16.5	<p>In the case of a funeral overseas, or at a distance, or in other special circumstances, Kiwibank may allow:</p> <ul style="list-style-type: none"> <li>• Additional paid bereavement leave</li> <li>• Annual leave</li> <li>• Leave without pay</li> </ul>
16.6	<p>Bereavement leave will be calculated in accordance with the Holidays Act 2003. Payment for the leave is determined using either relevant daily pay (RDP) or average daily pay (ADP).</p>
16.7	<p>Where bereavement leave occurs while an employee is on paid leave, or unpaid leave to care for a sick relative, this leave may be interrupted, and paid bereavement leave granted.</p>

CLAUSE 17	PARENTAL LEAVE
17.1	<p>You will be granted unpaid parental leave in accordance with the provisions of the Parental Leave and Employment Protection Act 1987 and its amendments and in line with any current parental leave benefits offered by Kiwibank.</p>
17.2	<p>You should apply for parental leave in writing at least three months before your baby is due or before your adoption date.</p>
17.3	<p>If you are giving birth to a child or going to be the primary carer of a child under 6 who you will have permanent responsibility for, on written application if you have worked as an employee for an average of at least 10 hours per week for 12 months or more you will be entitled to take up to 52 weeks of parental leave (26 weeks primary carer leave and a further 26 weeks' extended leave). If you have worked as an employee for an average of at least 10 hours a week for any 26</p>

	weeks of the 52 weeks before your child arrives you will be entitled to take up to 26 weeks of parental leave. Payments during the first 26 weeks of this leave may be applicable via both the government (refer to IRD for more information) and via Kiwibank (refer to the latest parental leave information on Te Pa for more information and eligibility criteria)
17.4	Partners leave is also available under the Act. Up to two weeks leave may be taken on the birth or adoption of a child, if you have been employed for 26 weeks or more and worked at least 10 hours per week Refer to Te Pa for more information.
17.5	Further information on entitlements available under the Parental Leave and Employment Protection Act 1987 is available from Human Resources, or on <a href="http://www.employment.govt.nz">www.employment.govt.nz</a> (refer "Parental Leave"), or from the Department of Labour.

CLAUSE 18	JURY SERVICE AND WITNESS LEAVE
18.1	<p>Kiwibank understands and accepts its social responsibilities relating to jury service and witness leave. You may be granted special paid leave for jury service and where you are subpoenaed before the Court as a witness.</p> <p>Kiwibank:</p> <ul style="list-style-type: none"> <li>• pays the standard hourly rate for jury service leave, as it is not governed by the NZ Holidays Act 2003.</li> <li>• does not require you to repay any juror's or expense fees that the Ministry of Justice pays you.</li> </ul>
18.2	Kiwibank expects that you will advise your Team Leader or Manager immediately if you are called for jury service so that the effect of your potential absence on the business can be determined. If you are not selected as a juror, you must return to work on that day.
18.3	Where you are called as a witness in your private capacity Kiwibank may, in its discretion, grant paid leave of up to three days. If you are subpoenaed as a witness, Kiwibank will take this into account when it exercises its discretion.

CLAUSE 19	STUDY LEAVE
19.1	<p>Kiwibank encourages you to develop your skills, competencies, and knowledge. Development is discussed formally throughout the year as part of the Kiwibank Continuous Performance conversations framework. Development can occur in a number of different ways including on the job, by coaching and feedback, or by exposure to other work areas through, for example, projects or work experience, and also through attendance at training courses, and by undertaking study.</p> <p>You may be assisted with an approved course of study where this will support your development.</p> <p>Please refer to the Study Support Guideline ..</p>

CLAUSE 20	OTHER LEAVE
-----------	-------------

20.1	Leave for other purposes, paid or unpaid, may be granted at Kiwibank's discretion, and depending on the individual circumstances. For instance, this may be for cultural, sporting, or family reasons. Please contact the People team for further information.
------	--

CLAUSE 21	CONTINUITY OF SERVICE
21.1	Your service will not count towards the accrual of annual leave during absences of unpaid leave in excess of 31 days, and in these circumstances, the fortnightly accrual of leave will not take place. If you are taking five or more continuous weeks of Leave Without Pay (LWOP), your annual leave will stop accruing after 1 week and your annual leave service date will shift by the number of weeks of LWOP, less one week.
21.2	Your service will not count towards the accrual of statutory issued sick leave during absences on unpaid leave in excess of 3 months.

CLAUSE 22	ABSENCE WITHOUT LEAVE
22.1	If you are absent from work for more than 3 working days without contacting your Team Leader or Manager, you will be treated as having resigned without notice unless: a) there is a genuine reason for your absence AND b) you have made all reasonable efforts to contact your Team Leader or Manager OR c) it was impossible for you to contact your Team Leader or Manager.

PART 4	REMUNERATION
CLAUSE 23	YOUR REMUNERATION
23.1	Your remuneration is set out in your letter of appointment.
23.2	You are paid on the basis of total remuneration made up of salary and where eligible your entitlement to participate in the one of the Kiwibank Incentive Programmes unless otherwise agreed on recruitment.

CLAUSE 24	PAYMENT OF REMUNERATION
24.1	Your salary will be paid fortnightly in arrears by direct credit to a bank account in your name.
24.2	You will be provided with written advice of any changes to your gross pay or where there are any alterations to your deductions.

CLAUSE 25	DEDUCTIONS FROM REMUNERATION
25.1	Kiwibank will make deductions from your remuneration, which are allowable by Kiwibank, and which are within the terms of the Wages Protection Act 1983. This will occur with the required notice being given to you or by you.
25.2	With your consent, union fees will be deducted from your fortnightly salary.

CLAUSE 26	BUSINESS EXPENSES
26.1	Where you are authorised to incur business expenses you will be reimbursed for such expenses on an actual and reasonable basis.

CLAUSE 27	MOTOR VEHICLE ALLOWANCE
27.1	<p>Where the use of a private vehicle for official business has been approved, you will be paid an allowance per kilometre in accordance with the rates set by the Inland Revenue Department.</p> <p>If private vehicles are used on Kiwibank business, staff members:</p> <ul style="list-style-type: none"> <li>• Must have at least third-party vehicle insurance; and</li> <li>• May claim parking fees or road tolls incurred and an allowance per kilometre as per the current IRD mileage rates. This allowance covers all vehicle costs (e.g., fuel, repairs, depreciation, and insurance). This can be done through People Hub.</li> </ul>

CLAUSE 28	HIGHER DUTIES ALLOWANCE
28.1	<p>Kiwibank will pay a higher duties allowance if:</p> <ul style="list-style-type: none"> <li>• An employee is required to perform the duties of a job at a higher grade than their own, and</li> <li>• The higher graded job is not currently being performed by another employee</li> </ul>
28.2	The allowance payable will be the difference between the employee's remuneration and 85% of the midpoint of the higher graded role
28.3	Where the employee's remuneration is above 85% of the midpoint of the higher graded role, the employee will be paid a higher duties allowance of at least 5% of their current remuneration.
28.4	The allowance is calculated on a daily basis.
28.5	Realistic and clear objectives and expectations will be agreed with the employee and their Team Leader or Manager prior to the employee commencing in the higher graded role.
28.6	At the end of the period of performing the higher duty assignment, the employee will return to their original role, on their original terms and conditions, including the remuneration they had prior to their higher duty assignment commencing, unless agreed otherwise.

CLAUSE 29	REMUNERATION POLICY
29.1	The core principles underpinning the design of Kiwibank's remuneration frameworks and day to day practices relating to remuneration are listed in the Kiwibank remuneration policy.
29.2	Remuneration for permanent employees covered by this agreement will be set in line with the principles under the Kiwibank Remuneration Policy.

29.3	Members under coverage of this agreement at the date of ratification do not partake in the Kiwibank annual remuneration review process and instead will be entitled to an increase negotiated and ratified by members in CEA bargaining each year. This increase will be applied within 4 weeks of ratification and backdated to 1 July where the payment is later than that date. Members who do not comply with the annual compliance learning guidelines in the year to 30 June may have impacts to their remuneration increase as outlined in those guidelines.
29.4	Any increases to remuneration are added to base salary.
29.5	Further details about the Remuneration applicable to members under coverage are provided in Schedule 2.

CLAUSE 30	KIWISAVER
30.1	<p>The KiwiSaver employer contribution will increase from 3% to 4% <u>only</u> where the employee matches the contribution rate, otherwise it will remain at 3%.</p> <p>The employer contribution will continue not to be valued into employee's remuneration. Therefore, employee's do <u>not</u> receive an adjustment downwards to their remuneration package where they have the KiwiSaver employer contribution – and for those staff who are not KiwiSaver members – the value of the employer contribution is <u>not</u> cashed up.</p> <p>The employer contribution is subject to ESCT which will be paid by Kiwibank.</p>

PART 5	KEY POLICIES
CLAUSE 31	SAFETY AND WELLBEING
31.1	<p>Kiwibank's overarching desire is that each and every one goes home safe and well at the end of each and every working day. This is intrinsic to our DNA, - who we are, what we stand for but most importantly how we behave in every job, every role, every day.</p> <p>To achieve this Kiwibank had developed and implements a best practice safety and wellbeing management system (SWMS) with the primary objectives of</p> <ul style="list-style-type: none"> <li>• Proactively identifying and managing our safety and wellbeing risks</li> <li>• Maintaining safe systems of work and workplaces to prevent harm, as far as reasonably practicable and</li> <li>• Promoting and enhancing the physical and emotional wellbeing of our people.</li> </ul> <p>Safety and wellbeing is a dual responsibility between Kiwibank and our workers and these objectives can only be achieved if everyone plays their part.</p>
31.2	<p><b>KIWIBANK'S OBLIGATIONS</b></p> <p>Kiwibank will:</p> <p>a) Comply at minimum with the Health and Safety at Work Act (HASWA) 2015 and supporting regulations and codes of practice relevant to Kiwibank. These are</p> <ul style="list-style-type: none"> <li>i. HASWA General Risk and Workplace Management Regulations 2016</li> </ul>

	<ul style="list-style-type: none"> <li>ii. HASWA Worker Engagement, Participation and Representation Regulations 2016</li> <li>iii. HASWA Asbestos Regulations 2016</li> <li>iv. Code of practice for manual handling</li> <li>v. Guidelines for the use of computers – preventing and managing pain, discomfort, and injury</li> </ul> <p>(More information can be obtained from safety &amp; wellbeing or <a href="http://www.worksafe.co.nz">www.worksafe.co.nz</a>).</p> <ul style="list-style-type: none"> <li>b) Ensure everyone has access to risk appropriate safety and wellbeing training.</li> <li>c) Provide reasonable opportunities to actively support, involve and empower workers to act in matters that affect their safety and wellbeing.</li> <li>d) Provide any necessary equipment to protect health and safety.</li> <li>e) Agree to paid time off for appointments with health care practitioners, where practicable (please refer to clause 14.12)</li> <li>f) Provide access to an Employment Assistance Programme.</li> <li>g) Provide opportunities for work-based rehabilitation for ill and injured workers.</li> <li>h) Provide opportunities to participate in managing and enhancing wellbeing in the workplace, where reasonably practicable.</li> </ul>
31.3	<p><b>WORKER'S OBLIGATIONS</b></p> <p>To assist us in ensuring your safety and wellbeing, you will:</p> <ul style="list-style-type: none"> <li>a) take reasonable care of your own safety and wellbeing and that of others by observing and complying with Kiwibank's health and safety procedures and safe work methods and practices</li> <li>b) cooperate with Kiwibank on safety and wellbeing matters including attending any required training</li> <li>c) be aware of the emergency procedures of the area in which you are working</li> <li>d) correctly use equipment provided including your workstation</li> <li>e) immediately report any unsafe condition or equipment, accident, hazard, or sub-standard conditions via the Incident Management System (IMS) in Safety Hub.</li> <li>f) report any symptom affecting your health which impacts on your employment as soon as you are aware of the symptom. If you do not notify us and subsequently wish to claim this as a workplace injury, Kiwibank may not accept liability</li> <li>g) Participate in the development of appropriate safety and wellbeing systems and procedures in your team.</li> </ul>
31.4	<p><b>WORKER PARTICIPATION</b></p> <p>Kiwibank is committed to and actively encourages and supports worker participation in health and safety matters and provides a number of ways and all reasonable opportunities to allow this to happen. This includes ways to</p> <ul style="list-style-type: none"> <li>• Raise concerns</li> <li>• Obtain and share information</li> <li>• Offer suggestions and feedback</li> <li>• Contribute to decision making that affects safety and wellbeing</li> </ul> <p>A review for the worker participation system will be undertaken, ideally every 12 months, but no longer than 24 months, or more regularly by agreement.</p>



31.5	<p>Safety and Wellbeing Action Teams (SWAT) are Kiwibank's Health and Safety Committees which have been established to promote discussion, agreement, and action on the management of workplace safety and wellbeing in open, consultative but more formal forums, which meet on a regular basis</p> <p>These teams are made up of a representation of workers, safety, and wellbeing champions, including trained health and safety representatives, union, and management representatives.</p> <p>Kiwibank fully funds approved health and safety representative training, including provision of reasonable costs and all time off to attend.</p> <p>Reasonable work time is allowed for Worker Representative's to undertake their safety and wellbeing responsibilities. The Worker Representative and their Team Leader or Manager should regularly meet to discuss time required for safety and wellbeing, including SWAT meetings, as well as job objectives so that both can be actioned and achieved.</p>
31.6	<p>Please refer to the "Kiwibank <b>SWMS Standard: Worker Engagement, Participation and Representation</b>" Standard, which is available to you, for further details.</p>
31.7	<p><b>WORK BASED REHABILITATION</b></p> <p>Kiwibank strongly advocates the provision of work-based rehabilitation for injured and ill workers, recognising this supports best outcomes for everyone.</p> <p>Work injury:</p> <p>Kiwibank is responsible for the self-management of work-related injuries directly with ACC. This includes covering the full cost of appropriate treatment, salary and looks for opportunities and provides support for early return to and rehabilitation in the workplace, in conjunction with workers and Team Leaders or Managers and treatment providers.</p> <p>Non- work Injury:</p> <p>We will work actively with workers, Team Leaders or Managers and ACC to support an early return to work and rehabilitation in the workplace.</p> <p>Illness:</p> <p>We will work actively with workers, Team Leaders or Managers and treatment providers to support early return to work and rehabilitation opportunities in the workplace.</p>
31.8	<p><b>EMPLOYEE ASSISTANCE</b></p> <p>Kiwibank supports workers to seek help if a personal or workplace problem is affecting their work performance.</p> <p>Kiwibank's Employee Assistance Programme (EAP) provides access to professional counselling services which are:</p> <p>a) confidential – no records relating to matters discussed at counselling will be kept. Team Leaders and Managers will not be informed of an employee's participation in the programme unless the employee allows contact or advice of their participation and reasons to be made, or, the Team Leader or Manager refers the employee in the first place. Any discussions will still remain confidential between the employee and EAP regardless of how the matter is first raised.</p>

	<p>b) non-judgmental – an employee’s prospects of promotion will not be affected if they use the programme</p> <p>c) accessible – employees will be allowed reasonable time off work to attend appointments for counselling.</p>
31.9	<p><b>SAFE WORKING TECHNIQUES</b></p> <p>If you use a computer you are required to practice safe working techniques, such as exercising micropauses and other relaxation techniques, and taking allotted breaks. These safe working techniques are some of the many preventative measures to avoid work related pain and discomfort and gradual process injury.</p> <p>(See the “<a href="#">Guidelines</a> for Using Computers – Preventing and Managing Pain, Discomfort and Injury” available at <a href="http://www.worksafe.govt.nz">www.worksafe.govt.nz</a>) and the Working from Home Toolkit, located on Te Pa”.</p>
31.10	<p>The appropriate type of break will vary according to the frequency and intensity of the computer and keyboard use.</p> <p>Types of breaks may include:</p> <ul style="list-style-type: none"> <li>a) a ten-minute paid break every 50 minutes to perform non-keyboard duties or</li> <li>b) a two-minute paid break every 15 minutes to perform non-keyboard duties, or</li> <li>c) a scheduled break or meal break.</li> </ul> <p>A time allowance is provided for reading and work-related emails to phone-based staff, of at least 10 minutes per day which is paid time, and outside of morning and afternoon tea breaks and lunch breaks. This time is included in the individual’s daily adherence allowance but is outside of PCP. The timing of the break will be determined by the workforce management function in conjunction with the Team Leader.</p>
31.11	<p><b>The Union and Safety and Wellbeing</b></p> <p>The Union is committed to safety and wellbeing and will:</p> <ul style="list-style-type: none"> <li>a) Consult with Kiwibank on a regular basis to ensure that there are comprehensive injury prevention and health protection programmes in place.</li> <li>b) Support safety and wellbeing teams at local workplaces (where practical) as one means of improving safety and wellbeing standards.</li> </ul>
31.12	<p><b>SWAT Teams</b></p> <p>The functions of SWAT include, but are not limited to:</p> <ol style="list-style-type: none"> <li>1. Consultation on change affecting worker safety and wellbeing</li> <li>2. Review of safety and wellbeing performance, including incidents and injuries</li> <li>3. Review and updating of safety and wellbeing risks and controls</li> <li>4. Review of Kiwibank’s Safety and Wellbeing Management System (SWMS) documentation</li> <li>5. Safety and wellbeing policy development and review</li> <li>6. Participation in and review of safety and wellbeing audits</li> <li>7. Setting and review of safety and wellbeing targets and objectives</li> <li>8. Dissemination of information to workers to facilitate the flow of information to all levels</li> <li>9. Discussion and resolution of safety and wellbeing issues raised by workers</li> <li>10. Development and promotion of injury prevention and wellness initiatives.</li> </ol>

	<p>11. Participation in incident investigation</p> <p>Please refer to the “<b>Kiwibank Terms of Reference – Kiwibank Safety and Wellbeing Action Teams</b>”, which is available to you, for further details.</p>
31.13	<p><b>Alcohol and Other Drugs Policy</b></p> <p>Kiwibank’s commitment to the safety and wellbeing for all our people, which includes ensuring its working environment is free from the adverse impact of alcohol and drugs. Our people and other workers must be able to work in a safe manner and in a safe environment.</p> <p>Workers have a responsibility to remain free from the adverse influence of alcohol and drugs in the course of performing their work duties. Alcohol and drugs are hazards or potential hazards; workers are strongly encouraged to manage alcohol and drug issues before they affect the health, safety or work performance of themselves or others.</p> <p>Kiwibank will support our Leaders to proactively manage any issues arising, to support people and to encourage education and rehabilitation.</p> <p>Kiwibank will not undertake random drug and alcohol testing, nor implement testing as part of the company’s recruitment process including internal transfers however may test where this is reasonable cause or post incident as outlined in the Alcohol and Other Drugs Policy.</p> <p>Please refer to the Kiwibank “Alcohol and Other Drugs Policy” which sets out the responsibilities of the employer and employee.</p>

CLAUSE 32	SEXUAL HARASSMENT
32.1	<p>Kiwibank is committed to providing a work environment that is free from discriminatory behaviour of any kind and is safe for everyone. Sexual harassment is unlawful under both the Employment Relations Act 2000 and the Human Rights Act 1993. Everybody is responsible for maintaining a work environment free of unwelcome sexual behaviour, and for dealing with concerns when raised. All complaints relating to sexual harassment will be dealt with sensitively and fairly. Sexual harassment in any form will not be tolerated. For more information, please refer to the Bullying, Harassment and Discrimination Policy.</p>

CLAUSE 33	EQUAL EMPLOYMENT OPPORTUNITY
33.1	<p>Kiwibank supports equal employment opportunity. All of our people have a part to play in equal employment opportunities. Discrimination as outlined in the Human Rights Act 1993 will not be tolerated in Kiwibank. Please refer to the Bullying, Harassment and Discrimination policy and Diversity, Equity, and Inclusion Policy for more information.</p>

CLAUSE 34	BREASTFEEDING IN THE WORKPLACE
34.1	<p>In Head Office locations, Kiwibank will provide private space for mothers seeking to breastfeed or express milk in a designated room with a fridge provided in this room for the storing of breast milk.</p>

	<p>Mothers who choose to breastfeed or express milk are entitled to do so during paid work time without loss of pay, subject to the time taken being reasonable. If more than two fifteen-minute breaks are required, in addition to normal breaks, then any further breaks would be unpaid breaks. This may include reasonable time to express milk or breastfeed their babies at a local Plunket Centre or day-care facility within a reasonable distance to the staff member's usual work location. The two fifteen-minute breaks may be taken together or separately or in conjunction with other breaks.</p> <p>Agreement for arrangements in advance should be made with their Team Leader / Manager.</p>
--	---

CLAUSE 35	ACCOMMODATION AND AMENITIES
35.1	<p>Kiwibank will provide, or arrange free of charge at the workplace, adequate and suitable supplies of hot and cold drinking water, tea, coffee, milk, sugar, storage for clothing, eating areas, sanitary conveniences, soap and clean towels or other suitable means of cleaning and drying.</p> <p>An adequate first aid emergency kit will be kept in a convenient and accessible place at the workplace and will be open to inspection.</p> <p>Where an employee is injured in the course of his/her employment and is obliged to attend hospital or a doctor for treatment during working hours, Kiwibank will provide transport to the hospital or doctor's surgery as the case may require.</p>

PART 6	EMPLOYEE REPRESENTATION
CLAUSE 36	NOTIFICATION
36.1	<p>Upon written request from the union, Kiwibank will provide within 30 days a list of employees for whom union deductions are made, provided that these requests will not be made at intervals shorter than six months.</p>

CLAUSE 37	ACCESS TO WORKPLACE
37.1	<p>Any authorised officer of the union is entitled to enter the workplace at any reasonable time for purposes related to the employment of members and/or the union's business. He/she will:</p> <ul style="list-style-type: none"> <li>a) Have regard to the normal business operations in the workplace.</li> <li>b) Comply with existing reasonable procedures in regard to safety, health, and security.</li> <li>c) As a courtesy, inform Kiwibank of the nature of the visit, where practicable, prior to the visit taking place.</li> </ul> <p>This clause provides consent in terms of section 20A of the Employment Relations Act subject to the above conditions being met.</p>

CLAUSE 38	DELEGATE RECOGNITION
38.1	<p>The employer shall give recognition to the delegates who are elected by the employees and who are endorsed by the union as their delegate(s) of that union.</p> <p>The employer acknowledges the key role delegates play in the positive development of workplace relationships. To develop delegates and enable them to</p>

	effectively represent the interests of the membership, the business and the union, the parties to this Agreement recognise the following delegates' rights:
38.2	<ul style="list-style-type: none"> <li>• To be recognised as the democratically elected union representative in the workplace.</li> <li>• To be introduced by the employer to new employees as part of the onboarding process.</li> <li>• To have reasonable paid time and by approval of the manager which will not be unreasonably withheld to; <ul style="list-style-type: none"> <li>➤ conduct delegates business</li> <li>➤ for accessibility so employees can approach, or be approached by, the delegate to discuss work-related matters</li> <li>➤ for any off-site union business including meetings or conferences of the union, representation on any of the unions democratic structures, industry councils, and delegate meetings, as authorised by the union.</li> <li>➤ To accompany or be accompanied by another member or delegate at any meeting concerning union matters, following requisite health and safety induction and security vetting is undertaken.</li> <li>➤ To be able to consult with other delegates about mutual matters of concern</li> </ul> </li> <li>• To have access to a telephone, computer, and scanner (where practicable), and the ability to make calls to a union mobile phone when necessary.</li> <li>• To have the reasonable use of Kiwibank noticeboards.</li> <li>• It is recognised the delegates may need more time for delegates business around the expiry date of the CEA to prepare for, or to attend Bargaining, and to support ratification of the agreement. Kiwibank will provide reasonable paid time to do this with approval of the manager which will not be unreasonably withheld.</li> </ul>

CLAUSE 39	EMPLOYMENT RELATED EDUCATION LEAVE
39.1	<p>Kiwibank and the union recognise and value relevant delegate training and education. Kiwibank acknowledges the role the positive contribution that union delegates make to the workplace.</p> <p>In the event that amendments are made to the legislation which make changes to Employment Related Education Leave, the provisions within Clauses 36 and 37 will continue to apply.</p> <p>The union is entitled to allocate to its members in the workplace paid training leave for an individual in a calendar year subject to the formula for determining the overall education leave entitlement outlined in the Employment Relations Act 2000.</p> <p>The calculation is based on the number of full-time equivalent eligible employees employed by Kiwibank as at the 30<sup>th</sup> day before the specified date in a year. For the purposes of the calculation, each eligible employee who normally works 30 or more hours per week is counted as one full-time equivalent, and each eligible employee who works less than 30 hours a week is counted as a half.</p>

	<p>The formula for calculating the entitlement for a particular group of eligible employees is as follows:</p> <table> <tr> <th>Full-time equivalent eligible employees as at the 30th day before the specified date in a year</th><th>Maximum number of days of employment relations education leave the union is entitled to allocate</th></tr> <tr> <td>1 to 5</td><td>3</td></tr> <tr> <td>6 to 50</td><td>5</td></tr> <tr> <td>51 to 280</td><td>1 day for every 8 full-time equivalent eligible employees or part of that number</td></tr> <tr> <td>281 or more</td><td>35 days plus 5 days for every 100 full-time equivalent eligible employees or part of that number that exceeds 280</td></tr> </table>	Full-time equivalent eligible employees as at the 30th day before the specified date in a year	Maximum number of days of employment relations education leave the union is entitled to allocate	1 to 5	3	6 to 50	5	51 to 280	1 day for every 8 full-time equivalent eligible employees or part of that number	281 or more	35 days plus 5 days for every 100 full-time equivalent eligible employees or part of that number that exceeds 280
Full-time equivalent eligible employees as at the 30th day before the specified date in a year	Maximum number of days of employment relations education leave the union is entitled to allocate										
1 to 5	3										
6 to 50	5										
51 to 280	1 day for every 8 full-time equivalent eligible employees or part of that number										
281 or more	35 days plus 5 days for every 100 full-time equivalent eligible employees or part of that number that exceeds 280										
39.2	Full-time union members covered by the agreement will be determined as at end of February of each year to determine the appropriate number of days of education leave. Part time employees of less than 30 hours will count as one-half member.										
39.3	The union will notify Kiwibank of the maximum number of days of employment relations education leave calculated and will provide the details of the calculation.										
39.4	Where union leave is notified, the union will provide a notice to the employee and a copy of this to Kiwibank outlining the leave allocated.										
39.5	Kiwibank will endeavour to support the leave for the eligible employees. However, if the leave is to be taken on days that would unreasonably disrupt Kiwibank's business, then the leave may be declined.										
39.6	The provisions contained in this clause are inclusive of and not in addition to the provisions contained in the Employment Relations Act 2000.										
39.7	In addition to the Employment Related Education Leave, Union Industry Council leave for one delegate at a time on full pay will be granted for up to four days per annum. Generally, this leave is taken in up two blocks, of up to two days (although only one day will be granted where the leave required is for one day) subject to adequate notice as per clause 39.2.										

<b>CLAUSE 40</b>	<b>SALARIES AND TIME RECORD</b>
40.1	Kiwibank will, when requested by the employee, or the union (and where the union has the consent of the employee), provide access to or a copy of or an extract from all or any part of the salaries and time record relating to the employment of an employee party to this agreement at any time in the preceding six years in which Kiwibank was obliged to keep this a record.

<b>CLAUSE 41</b>	<b>UNION MEETINGS</b>
41.1	During each twelve-month period, employees will be entitled to attend at least 2 union meetings, either onsite or offsite, each of a maximum 2 hours' duration, without loss of ordinary pay, provided that each of the following conditions is fulfilled:

	<ul style="list-style-type: none"> <li>a) Fourteen days' notice of meetings is given. A shorter period of notice may be agreed.</li> <li>b) The time will be agreed with Kiwibank to ensure that the business is maintained, which may include union members remaining during the meeting to enable Kiwibank's operations to continue.</li> <li>c) Work will resume as soon as practicable after the finish of the meeting.</li> <li>d) Only union members attending the meeting (and the meeting occurred during the employee's normal working hours) are entitled to payment.</li> <li>e) The union will provide Kiwibank with a list of union members attending and will advise the time the meeting finished.</li> </ul>
41.2	Unless otherwise agreed, Kiwibank is entitled to make a ratable deduction from salaries for time lost in attending other meetings.
41.3	The provisions contained in this clause are inclusive of and not in addition to the provisions contained in the Employment Relations Act 2000.

CLAUSE 42	JOINT WORKING PARTY OR CONSULTATIVE COMMITTEE
42.1	<p>Kiwibank and the Union may agree to set up joint working groups from time to time to discuss workplace issues.</p> <p>Kiwibank and the Union will meet on a quarterly basis, or earlier if required, to discuss matters such as workplace issues, changes to the Classifications, and, any proposal under consideration which could impact on employees covered by this Agreement. Kiwibank will continue to work with the Union outside of these meetings as matters arise such as change proposals.</p> <p>However, these meetings will not replace the bargaining process and are not a forum where personal matters are raised.</p>
42.2	Where possible, Kiwibank meeting rooms may be made available for relevant union education and information activities, understanding that business needs will take priority.

CLAUSE 43	COPY OF AGREEMENT
43.1	Kiwibank will provide a copy of the agreement to those union members covered by this agreement on ratification. On request, a copy will be provided to any other employees.

PART 7	TERMS OF EMPLOYMENT
CLAUSE 44	LIABILITY
44.1	You will not enter into any commitment or incur any liability on behalf of Kiwibank except with the prior consent of Kiwibank or pursuant to and in accordance with any delegation given to you by Kiwibank.

CLAUSE 45	INDEMNITY
45.1	You will be indemnified by Kiwibank from and against all actions, suits, proceedings, claims and demands whatsoever made or brought against you or

	Kiwibank by any third party in respect of or arising out of the performance of your duties and obligations under your contract of employment other than those arising out of any criminal, malicious, dishonest or willfully negligent acts or omissions performed by you.
--	--

CLAUSE 46	OUTSIDE BUSINESS INTERESTS
46.1	You will not directly or indirectly engage in any business or undertake any other work activity or appointment or do anything which is likely to be in conflict with or to adversely affect the proper performance of your duties with Kiwibank, except with the prior written consent of Kiwibank.

CLAUSE 47	INSIDER TRADING
47.1	<p>Insider trading is prohibited at all times.</p> <p>This means that if you are aware of any non-public information that relates to any securities issued by Kiwibank (including other entities in the Kiwi Group Capital Limited group of companies), and that information could affect the price of such securities, it is illegal to trade in those securities, disclose the information to any other person, or to give advice or encourage another person to trade in or hold those securities.</p> <p>Should you take any action that could be considered insider trading, the matter will be treated seriously, and your actions may result in criminal liability for yourself.</p>

CLAUSE 48	CONFIDENTIALITY
48.1	You are responsible for the security of any confidential and commercially sensitive information under your control or to which you have access. You will not disclose or discuss this information with other people except in the proper performance of your duties and responsibilities.
48.2	The requirement for confidentiality continues after your employment with Kiwibank ceases until such time as the information comes into the public domain through some other legitimate way.

CLAUSE 49	YOUR BELONGINGS
49.1	<p>The company is not responsible for any loss or damage to your personal property at or in the course of your work unless:</p> <ul style="list-style-type: none"> <li>• the loss or damage was caused by fire or theft AND</li> <li>• you needed to use or store the property at work to enable you to perform your job.</li> </ul>
49.2	If you bring personal property to work, it is your responsibility to keep this safe.



PART 8	TERMINATION OF EMPLOYMENT
CLAUSE 50	TERMINATION OF EMPLOYMENT
50.1	Either party will give the other party four weeks' notice of termination or four week's salary will be paid or forfeited in lieu of notice. A shorter period of notice may be agreed between Kiwibank and you and will not be unreasonably withheld subject to business requirements.
50.2	However, in the case of proven serious misconduct, Kiwibank may terminate your employment without notice.

CLAUSE 51	SALARY
51.1	All salary less authorised deductions plus any holiday pay due will be paid as soon as practicable following the dismissal of an employee, subject to Payroll deadlines. When an employee leaves of their own accord, they will be paid in the next available pay thereafter subject to Payroll deadlines.

CLAUSE 52	REDUNDANCY
52.1	Redundancy occurs where the position you are employed to undertake (other than under a temporary or fixed term contract) has, or will, become superfluous to the needs of Kiwibank. (Note that this clause does not apply to staff on fixed term, temporary or casual employment.)
52.2	Kiwibank will provide the union with advanced notice of any impending redundancy and will advise you and the union as soon as practicable where it is proposed to disestablish your position. There will be a consultation period of no less than 14 days to enable us to discuss the proposed disestablishment of your role.
52.3	<p>If, after consultation, your position is confirmed as redundant, Kiwibank will advise you of the redeployment options available.</p> <p>If, in place of redundancy, you are offered and accept redeployment to a permanent role with a lesser salary, Kiwibank will offer you partial redundancy compensation. Partial redundancy compensation is calculated by calculating the difference between your current roles base salary (pro-rata where applicable) and the new roles base salary (pro-rata where applicable) and then multiplying that amount by the number of weeks compensation that the employee would have been entitled to had the employees employment been terminated for redundancy.</p>
52.4	<p>Where neither redeployment nor any other options are available or acceptable, Kiwibank will, subject to clause 53.5, pay redundancy compensation on termination as follows:</p> <ul style="list-style-type: none"> <li>a) 6 weeks' base salary for the first year of service (with a pro rata payment for less than one year's service)</li> <li>b) 2 weeks' base salary for each subsequent year of service</li> <li>c) No more than 26 weeks in total at your base salary</li> </ul> <p>4 weeks' notice is expected to be worked but where agreed otherwise and notice is shortened, notice may be paid in lieu (if Kiwibank recommends a shortened notice period) or forfeited (where an employee asks for shortened notice)</p>

52.5	<p>You will have no right to redundancy compensation where Kiwibank:</p> <ul style="list-style-type: none"> <li>a) offers to redeploy you locally to a similar position, or a position that is suitable to your skills and abilities, or a position that you choose to accept, on the same or similar terms and conditions of employment, or those that are no less favourable overall, and agrees to treat your service as continuous, or</li> <li>b) offers you redeployment to a position with a lesser salary and agrees to pay you partial redundancy instead as per clause 53.3, and where you accept this offer, or</li> <li>c) sells, transfers, sub-contracts or leases the business and the new party offers to employ you locally on substantially the same or similar terms and conditions of employment and agrees to treat your service as continuous.</li> </ul>
52.6	For the purposes of clause 53.5 a) and c), "locally" means no more than 25 kilometres additional travel from your residence to the new place of employment.

CLAUSE 53	EMPLOYEE PROTECTION PROVISIONS
53.1	<p>If Kiwibank enters into negotiations for the sale or transfer of all or part of its business (including an agreement to contract out part of its business), and if that sale or transfer would result in your position being made redundant, Kiwibank will, as soon as is reasonably practicable, request that the person acquiring the business:</p> <ul style="list-style-type: none"> <li>a) employ you on the same or similar conditions of employment; and</li> <li>b) agree to treat your employment as continuous.</li> </ul>
53.2	If the person acquiring the business wants to employ you, Kiwibank will try to ensure that the offer and the details of the transfer process are communicated to you within a reasonable time frame.
53.3	If the person acquiring the business does not offer to employ you, or if you do not want to accept the offer from that person, Kiwibank will meet with you to discuss your entitlements and options under this agreement (see in particular the redundancy provisions set out in this agreement).
53.4	If the person acquiring the business offers to employ you on the same or similar conditions of employment, and agrees to treat your employment as continuous, you will not be entitled to redundancy compensation. (See also clause 52.5c).)

CLAUSE 54	CESSATION OF EMPLOYMENT DUE TO HEALTH
54.1	<p>Kiwibank, with notice, may terminate your employment if, in the view of Kiwibank, you are unable to properly perform your duties and / or resume work within a reasonable period of time as a result of health issues, and the position cannot be held open or covered by some other reasonable and appropriate arrangement.</p> <p>Before a decision to terminate your employment is made, Kiwibank will inform you and, where requested, your support person, that it is considering termination. At your option you may undergo a medical examination by a registered medical practitioner (determined after consultation with you) at the expense of Kiwibank. Kiwibank will take account of any resulting report or advice and any representations made by you or your support person before determining whether to terminate your employment.</p> <p>Employees may choose to have access to independent advice and support where ill health is affecting their ongoing employment.</p>

CLAUSE 55	DEATH IN SERVICE
55.1	<p>If a permanent employee dies in service, Kiwibank provides benefits relating to the death:</p> <ul style="list-style-type: none"> <li>• For all permanent employees aged 18-64 who work 16 hours or more a week, Kiwibank provides subsidised Life and Serious Illness Trauma cover benefits.</li> <li>• For any permanent employees under the age of 18 or aged 65 or older, or for any permanent employee whom are employed to work regular hours of less than 16 hours per week, they are not eligible for the formal Trauma cover benefits and instead will be entitled to a lump sum payment. Kiwibank will pay a lump sum to that person's estate.</li> <li>• Where an employee is eligible for the subsidised Life and Serious Illness Trauma cover, but has chosen to opt out of this benefit, the lump sum payment below will apply instead.</li> </ul> <p>For those eligible for the lump sum payment (instead of the subsidised Life and Serious Trauma cover benefit), Kiwibank will provide a lump sum payment (net of tax) to the maximum of:</p> <ul style="list-style-type: none"> <li>▪ \$25,000 where the employee has two years or less of continuous service, or</li> <li>▪ \$50,000 where the employee has service of greater than two years continuous service.</li> </ul> <p>Eligibility for this lump sum is effective upon commencement of service with Kiwibank and terminates on the last day of service with Kiwibank.</p> <p>No cash value accumulates; and these terms are unable to be converted into an individual policy in the event of termination of employment; nor assigned to any party.</p> <p>For any permanent employee not eligible for the subsidised Life and Serious Trauma cover benefit and instead eligible for the lump sum payment detailed above you may complete beneficiary details in People Hub to indicate who you would like to receive the payment if you die while a permanent employee of Kiwibank (noting Kiwibank will at all times follow the correct legal procedure in relation to any payment for a deceased employee). The lump sum payment will be paid to your estate and the estate will distribute the payment to the nominated beneficiary, subject to complying with any applicable laws.</p>

CLAUSE 56	ENHANCED EARLY RETIREMENT
56.1	<p>The parties have agreed that the option of enhanced Early Retirement may be a useful component of the change package within Kiwibank, particularly where longer serving employees are being asked to engage and participate in a dynamic change process which they may feel does not suit their circumstances.</p> <p>Enhanced Early Retirement means that the employee resigns from employment with the Company and receives a compensatory payment equivalent to three months pay in addition to any other payments they are entitled to in the event of their resignation (e.g. outstanding leave balance, unused service leave, superannuation).</p> <p>Enhanced Early Retirement is made available to employees in Kiwibank on the following basis:</p> <ul style="list-style-type: none"> <li>• Applications can be made by employees with 15 or more years of service.</li> </ul>

	<ul style="list-style-type: none"> <li>• The Company reserves the right to set the actual termination date, being no later than 12 months after the date of application.</li> <li>• Employees will be given one months' notice of the date of termination of employment</li> <li>• Enhanced Early Retirement cannot be used in place of the provisions of Clause 53 (Redundancy entitlements).</li> </ul>
CLAUSE 57	CERTIFICATE OF SERVICE
57.1	On request, you are entitled to a certificate of service from Kiwibank upon termination of employment. The certificate of service will list the positions held if asked and length of service at Kiwibank but will not express any judgement on the performance of your duties.

PART 9	RESOLUTION OF EMPLOYMENT RELATIONSHIP PROBLEMS PROCESS
CLAUSE 58	INTRODUCTION
58.1	This clause sets out how employment relationship problems are to be resolved.
58.2	<p>Definitions</p> <p>An "employment relationship problem" includes:</p> <ul style="list-style-type: none"> <li>a) A personal grievance.</li> <li>b) A dispute.</li> <li>c) Any other problem relating to or arising out of the employment relationship</li> </ul> <p>but does not include any problem with negotiating new terms and conditions of employment.</p>
58.3	<p>A "personal grievance" means a claim that an employee:</p> <ul style="list-style-type: none"> <li>a) Has been unjustifiably dismissed; or</li> <li>b) Has had their employment, or their conditions of employment, affected to their disadvantage by some unjustifiable action by Kiwibank; or</li> <li>c) Has been discriminated against in their employment; or</li> <li>d) Has been sexually harassed in their employment; or</li> <li>e) Has been racially harassed in their employment; or</li> <li>f) Has been subjected to duress in relation to union membership.</li> </ul>
58.4	The terms used in this clause have precise legal meanings that are set out in detail in the Employment Relations Act 2000. Employees who believe they have a personal grievance should seek the advice of the union by approaching their union delegate or organiser first.
58.5	A "dispute" is a dispute over the interpretation, application, or operation of an employment agreement.

CLAUSE 59	RAISING EMPLOYMENT RELATIONSHIP PROBLEMS
59.1	An employment relationship problem should be raised and discussed with the employee's Team Leader or Lead People Partner as soon as possible.
59.2	The employee is entitled to seek advice and assistance from a support person, including a union delegate, in raising and discussing the problem.
59.3	The employee, Kiwibank and the support person will try in good faith to resolve the problem without the need for further intervention.

CLAUSE 60	TIME LIMIT ON RAISING A PERSONAL GRIEVANCE
60.1	An employee who believes they have a personal grievance must make Kiwibank aware of the grievance within 90 days of the action giving rise to the grievance (or the employee becoming aware of the action giving rise to the grievance. In respect of a personal grievance for sexual harassment, the person raising the grievance must make Kiwibank aware of the grievance within 12 months of the action giving rise to the grievance (or the employee becoming aware of the action giving rise to the grievance)

CLAUSE 61	MEDIATION
61.1	If the problem is not resolved by discussion, any party may (without undue delay) seek the assistance of the mediation services provided by the Ministry of Business, Innovation and Employment
61.2	All parties must co-operate in good faith with the mediator in a further effort to resolve the problem.
61.3	Mediation is confidential and, if it does not resolve the problem, is without prejudice to the parties' positions.
61.4	Any settlement of the problem signed by the mediator will be final and binding.

CLAUSE 62	EMPLOYMENT RELATIONS AUTHORITY
62.1	If the problem is not resolved by mediation, it may be referred to the Employment Relations Authority for investigation and determination.
62.2	The powers of the Employment Relations Authority, and the remedies it may award, are set out in detail in the Employment Relations Act 2000. The union can advise and assist further on these procedures.

PART 10	KIWIBANK CODE
CLAUSE 63	PERSONAL CONDUCT
63.1	Kiwibank's reputation for high ethical standards depends on acceptance of individual responsibility by all our people, and mutual trust between each person

	and Kiwibank. Our reputation is one of the critical factors of our success. It is dependent on each one of us having the highest possible ethical standards.
63.2	<p>Everyone who works for Kiwibank is required to:</p> <ul style="list-style-type: none"> <li>a) comply with legislation, the Kiwibank Code, and Kiwibank policies, business rules and guidelines</li> <li>b) deal honestly and fairly with colleagues, customers, suppliers, competitors, Government, and the public</li> <li>c) honour the trust placed in you, in your use of Kiwibank's resources and information</li> <li>d) present and conduct yourself in a manner which is appropriate to your position, and which brings credit to yourself and Kiwibank</li> <li>e) consult with your Team Leader or Manager if you are at any time unsure about what is the correct thing to do.</li> </ul>
63.3	Failure to comply with the Kiwibank Code may result in Disciplinary action.

CLAUSE 64	EMPLOYEE PRIVACY
64.1	Kiwibank collects and maintains personal information about the employment of our people and customers.
64.2	Access to this information is restricted to people with the need to know, for legitimate legal or business reasons. Employee personal information is released outside Kiwibank to satisfy legal requirements or to Kiwibank providers to enable legitimate personnel processes and employment data management. Any request to release information outside these functions will only occur with employee approval.
64.3	Employees who are responsible for maintaining personal information and those who have access to such information are required to take all the necessary steps to protect our peoples' privacy to ensure that no information is disclosed except as stated above.
64.4	Employees have a right to access their own personal information under the Privacy Act 2020. This can be done by putting in a request to the People team.

CLAUSE 65	PROTECTING COMPANY ASSETS
65.1	Kiwibank has a large variety of assets that contribute to our competitive advantage. These assets not only include property items, but also service and product (proprietary) information and systems.
65.2	Protecting all these assets is very important. Their loss, theft, or misuse – which includes not taking proper care of assets or using them without authority – may jeopardise Kiwibank's current or future position.
65.3	For this reason, you are personally responsible for not only protecting Kiwibank's property entrusted to your care, but also helping to protect Kiwibank's assets in general.
65.4	Your awareness of security procedures can play a critical role. You should be alert to any situations that could lead to the theft, loss, or misuse of Kiwibank's property. You should report all such situations to your Team Leader or Manager.

CLAUSE 66	PROPRIETARY INFORMATION
66.1	Proprietary information about Kiwibank's operations and business includes, but is not limited to: a) The business, financial, marketing and service plans associated with our services and products b) Personnel information, medical records, and salary data.
66.2	Other proprietary information includes contract information with customers, partners and suppliers and any information held on Kiwibank company databases.
66.3	Because this information is of interest to many people, if the person is not authorised, then only information which Kiwibank has disclosed publicly (e.g. published in its Annual Report) should be disclosed or discussed.
66.4	You must not use for your own purposes any information that you acquire in relation to Kiwibank's business.
66.5	Unless you are authorised to disclose information, any requests you receive for information should be referred to your Team Leader or Manager.
66.6	Any product or service, which you design or develop for Kiwibank while you are employed here, becomes the property of Kiwibank.
66.7	If you leave Kiwibank for any reason, you are expected to continue protecting Kiwibank proprietary information, including recognising that customer information and commercial information gained at Kiwibank is the property of Kiwibank.

CLAUSE 67	USE OF COMPANY ASSETS
67.1	Kiwibank equipment, systems, facilities, corporate credit/debit cards, motor vehicles, cash, telephone systems and supplies may only be used for conducting Kiwibank business or for purposes authorised by management.
67.2	Messages, or information that you consider to be private, should not be stored in offices, workplaces (other than personal lockers / drawers), desks, and telephone or computer systems. Employees may not access or retrieve items from anyone else's workspace without the prior approval of management or that person whose workplace is being searched.
67.4	It is your responsibility to make certain your use of Kiwibank's equipment and facilities is on Kiwibank business or is otherwise properly authorised.
67.5	You are also not permitted to use Kiwibank assets, employees, or material for outside work.
67.6	<p>Kiwibank will supply Employees with equipment based on their status as either a Hybrid Worker or a Remote Worker.</p> <p><u>For a Hybrid Worker, Kiwibank will provide:</u></p> <ul style="list-style-type: none"> <li>- Laptop</li> <li>- Laptop Charger</li> <li>- Headset</li> </ul> <p><u>For a Remote Worker, Kiwibank will provide:</u></p> <ul style="list-style-type: none"> <li>- Laptop</li> <li>- Laptop Charger</li> </ul>

	<ul style="list-style-type: none"> <li>- Headset</li> <li>- Keyboard</li> <li>- Mouse</li> <li>- Docking Station</li> <li>- 1 x Monitor</li> </ul> <p>It is expected employees working from home ensure they have a suitable and secure working environment in alignment with Kiwibank's KB Flex Guidelines. Should equipment need to be replaced, employees will notify their People Leader and log a ticket with Iwitech.</p>
--	---

CLAUSE 68	IT ASSETS AND SYSTEMS
68.1	You should become familiar with the 'Acceptable Use of Technology Policy', provided to you as part of your employment offer and that you accept as part of your employment with Kiwibank. This policy sets out how we use IT assets and systems including phones, computers, e-mail, the Kiwibank's intranet, application systems, electronic communications systems and use of the internet through Kiwibank assets.
68.2	The key points in this policy include personal use and what is meant by acceptable personal use, examples of non-compliance including inappropriate use of e-mail and the internet, and responsibilities for all employees.
68.3	Kiwibank's IT team monitor our usage of the internet, e-mails and content and report any exceptions / inappropriate usage to the appropriate Team Leader or Manager.

CLAUSE 69	ENVIRONMENTAL ISSUES
69.1	As a good corporate citizen Kiwibank is committed to protection of the environment. We will comply with all environmental legislation. Where there is no law, or the law is not specific, we will set and adhere to our own stringent standards.
69.2	As an employee, you have a role to play in protecting the environment. If you become aware of any violation of environmental law or any action that may appear to conceal such a violation, you should immediately report the matter to your Team Leader or Manager.

CLAUSE 70	SPEAKING UP AT KIWIBANK
70.1	<p>If you become aware of an unlawful situation, or practices which are contrary to those outlined in the Kiwibank Code, there are several ways in which you can bring this to Kiwibank's attention. You can discuss your concerns with your leader, with your People Partner, you may contact a Speak Up Champion or the Speak Up Officer, you may use the confidential Speak Up Line (0800 KB KORERO) or you may contact the Investigations team (<a href="mailto:investigations@kiwibank.co.nz">investigations@kiwibank.co.nz</a>). All reports of concerning behaviour will be taken seriously and will be reviewed on a case by case basis and a formal or information investigation may be undertaken where needed.</p> <p>We treat all reports as serious, sensitive and made in good faith. Of course, if the issue is raised for other purposes (knowingly false, vexatious, maliciously, or used to harass, bully or intimidate someone), it may be treated as a form of serious misconduct.</p>



70.2	Unless required by legislation or Court ruling, Kiwibank will not reveal who has given the information via the Speak Up process.
70.3	Kiwibank will not tolerate threats or retaliation against our people for speaking up in this way.
70.4	Further information on the whistleblower process is outlined in the Speaking Up Policy.
CLAUSE 71	CONDUCTING BUSINESS ON BEHALF OF KIWIBANK
71.1	Our dealings and relations with customers, suppliers, business partners and Government officials should always be such that our reputation would not be harmed by any detail of them becoming public knowledge.
71.2	<i>Avoid misrepresentation</i> Never make dishonest statements or misrepresentations about our products or services to another person. If you believe that the other person may have misunderstood you or think that a particular product or service will not perform to the other person's expectations, then promptly correct that misunderstanding.
71.3	<i>Treat everyone fairly</i> a) No matter who you are doing business with, whether you are buying, selling, or representing Kiwibank in some other way, always treat the other person in a fair and even-handed manner. b) If when competing for business our prices require modification, always make sure that the prices you quote have been approved at the correct level. Do not act beyond existing pricing delegations or offer any modification of established list prices without prior authorisation. c) You must always treat suppliers fairly and honestly. If deciding between competing suppliers weigh all the benefits and disadvantages of each party in an impartial manner. d) You must not use your position to give unfair advantage to any one supplier. Prices submitted to Kiwibank by suppliers, and the evaluation of those prices, remain confidential to Kiwibank.

CLAUSE 72	FAIRNESS IN THE MARKET PLACE
72.1	If the role that is covered by this agreement relates to a marketing, sales, or service activity, then those employees who work in that role are expected to compete not only vigorously and effectively, but fairly as well.
72.2	You must sell Kiwibank and its products on their merits, not by running down or disparaging competitors or their services/products.
72.3	In brief, stress the advantages of Kiwibank's services, products, pricing, and the benefits of working with us. Be sure that all comparisons are fair and accurate.

CLAUSE 73	BUSINESS CONTACTS WITH COMPETITORS
73.1	Kiwibank's people are encouraged to have an active involvement with Industry Associations. This is a legitimate and valuable way to become aware of competitors and to learn about them. Some of our customers and suppliers are also competitors. Relationships with these people require special care.

73.2	Often you will also meet competitors at industry seminars or conferences. In all contacts with competitors, you must avoid discussing pricing policy, terms and conditions, costs, inventories, product plans or marketing plans and surveys, and similar production or delivery information.
------	---

<b>CLAUSE 74</b>	<b>INFORMATION ABOUT OTHER PEOPLE OR COMPANIES</b>
74.1	We get a great deal of information about people, other businesses and competitors in the normal course of our business. We gather this information for such purposes as holding or redirecting mail, extending credit, and evaluating suppliers.
74.2	Kiwibank also collects information on competitors from a variety of legitimate sources to evaluate the relative merits of our own products, services, and marketing methods. Kiwibank will not employ improper means to acquire a competitor's trade secrets or other confidential information. We will not tolerate any form of questionable intelligence gathering. Anyone involved in this type of activity will face disciplinary action.
74.3	Information about customers and suppliers must be treated with sensitivity and discretion. People trust us with the information they supply about themselves and expect their privacy to be respected.
74.4	Other companies are also rightly concerned to protect their reputation and the privacy of their people. The Privacy Act 2020, and its subsequent amendments, places an additional onus on us to protect information about people.
74.5	Information that does not have a current, or foreseeable, legitimate business use should not be kept or maintained.

<b>CLAUSE 75</b>	<b>INFORMATION OWNED BY OTHER PEOPLE OR COMPANIES</b>
75.1	Other people and organisations sometimes disclose to us their confidential information. If you knowingly receive another party's confidential information, you must proceed with caution to prevent any accusations that you or Kiwibank misused or misappropriated the information.
75.2	To avoid being accused of misusing or misappropriating someone else's confidential information, whether it be oral, written, or visual, before receiving confidential information the terms of its use must be agreed to (in writing) by the other party. Unless otherwise delegated the terms of agreement for use of other people's confidential information must be approved by an appropriate executive of Kiwibank. Once you have received the other party's confidential information you must not use, copy, distribute or disclose that information unless you do so in accordance with the terms of agreement.

<b>CLAUSE 76</b>	<b>COPYRIGHT MATERIAL</b>
76.1	Special care must be taken in acquiring and using copyright material. Examples of such material include software, videos, books, and other published material. These types of intellectual property are protected by copyright, and may also be protected by patent, trade secret or are regarded as confidential information.

76.2	Software includes computer programs, databases, and related documentation owned by another party. Kiwibank IT procedures must be followed for any software accepted or purchased. If you acquire software for your personally owned equipment, you must not copy it, or place any part of it, on Kiwibank computer equipment, as this also places Kiwibank systems at risk of viruses.
76.3	If written material is protected by copyright, it must not be copied or used in a manner which is contrary to its copyright conditions. Where necessary, due acknowledgement is to be given to the source of any material copied or used.
76.4	Copyright and similar rights in all work undertaken in the course of employment with Kiwibank will belong to Kiwibank.

CLAUSE 77	COMPLIANCE WITH LAWS
77.1	Our policy is to comply with all laws and legislative regulations, and codes that apply to the areas in which we do business. As you conduct Kiwibank's business you will encounter a variety of legal issues. If you have any doubts or queries you should discuss these with your Team Leader or Manager.
77.2	You are expected to comply with NZ legislation, and all Kiwibank Policies, Guides and Standards (including the Kiwibank Code), when dealing directly with customers and as you conduct business for Kiwibank. Failure to do so could leave you open to prosecution and/or disciplinary action in line with Kiwibank's Disciplinary Policy. Individuals fined for knowingly breaking NZ Legislation will be expected to meet all their own costs as well as the costs of any fines imposed.

CLAUSE 78	CONFLICTS OF INTEREST
78.1	<p>It is up to you to avoid situations where your loyalty between Kiwibank and other interests may become divided.</p> <p>If you are aware of a conflict or potential conflict related to potential or existing external appointments you hold with commercial, industrial, political or regulatory bodies, including directorships, you should immediately disclose and seek advice from your Leader in the first instance to ensure you comply with requirements under the Conflict of Interest Policy. Dependant on the situation, you may require formal approval for this situation.</p> <p>If you are unsure what to declare or would like further clarification, you should refer to the Conflict of Interest Policy and raise this with your People Leader.</p>

CLAUSE 79	COMMENTING ON PUBLIC ISSUES
79.1	If you speak out on public issues you must do so as an individual, not on behalf of Kiwibank.

CLAUSE 80	ADVERSE EVENTS
80.1	<p>Kiwibank recognises that employees may need time away from work in the event of an adverse situation (for example a pandemic, major earthquake etc).</p> <p>Kiwibank will work with the appropriate government or council officials during any major adverse event and follow appropriate government guidelines provided.</p>

80.2	<ul style="list-style-type: none"> <li>Supported leave will be granted where a person has been asked to be tested during any pandemic related circumstances (i.e., at the request of Te Whatu Ora) and is too sick to work and awaiting test results.</li> <li>Alternative duties may be sourced for the individual if their normal role is not able to be performed from home (e.g branch employee) to enable them to perform from home</li> <li>Where a person is sick with any communicable disease normal supported leave must be taken</li> <li>With Government mandated vaccines, Kiwibank will provide employees with Supported leave for the purposes of receiving these vaccinations if vaccinations are not readily available in personal time. Proof of vaccine will be required. Eligibility criteria can be found on Te Pa.</li> <li>Kiwibank may request reasonable medical documentation or certification to evidence the need for supported leave and accommodations.</li> </ul> <p>All Supported Leave referred to in this clause must be taken in line with the Supported Leave Policy.</p>
80.3	<p>In the event of a government directed work from home mandate, or an adverse event, employees may be required to work from an alternative location which may be their home (or another Kiwibank location via mutual agreement). Where the working from home may extend for an elongated period of time, Kiwibank may offer a one-off payment to employees who have been impacted.</p>

## EXECUTION OF AGREEMENT

This agreement was executed by the Parties as follows:



Kiwibank Limited

17/07/2025

Date



Etū Incorporated

17/7/2025

Date

## SCHEDULE ONE CLASSIFICATIONS – COVERAGE

Effective 1 July 2025 to 30 June 2026

Position title	Team	Rem Midpoints
Adviser Partners Support	Home Lending	\$ 73,529
Banking Assistant	Retail Distribution	\$ 73,529
Business Cards and Merchant Specialist	Enterprise Operations	\$ 73,529
Business Lending Operations Specialist	Enterprise Operations	\$ 73,529
Business Support Specialist	Enterprise Operations	\$ 73,529
Chargeback Representative	Enterprise Operations	\$ 73,529
Complaints Resolution Specialist	Enterprise Operations	\$ 73,529
Customer Experience Advisor	Contact Centre	\$ 96,000
Customer Representative	Enterprise Operations	\$ 73,529
Customer Protection Representative	Enterprise Operations	\$ 73,529
Customer Verification - AML and Sanctions Analyst	Enterprise Operations	\$ 73,529
Customer Verification Analyst - AEOI and FATCA	Enterprise Operations	\$ 73,529
Customer Verification Analyst - AML CDD	Enterprise Operations	\$ 73,529
Customer Verification Analyst - AML EDD	Enterprise Operations	\$ 73,529
CX Representative - Everyday Banking	Contact Centre	\$ 73,529
CX Representative - Invest and Protect	Contact Centre	\$ 73,529
CX Representative - Partnerships	Contact Centre	\$ 73,529
External Fraud Representative	Enterprise Operations	\$ 73,529
Lending Operations Representative	Enterprise Operations	\$ 73,529
Lending Operations Representative - Securities	Enterprise Operations	\$ 73,529
Operations Representative	Enterprise Operations	\$ 73,529
Operations Representative - Unsecured	Enterprise Operations	\$ 73,529
Reconciliation Analyst	Enterprise Operations	\$ 73,529
Recoveries Representative	Enterprise Operations	\$ 73,529
Relationship Customer Onboarding Specialist	Enterprise Operations	\$ 73,529
Relationship Lending Support	Adviser Partnerships	\$ 73,529
Senior AML Customer Verification Analyst	Enterprise Operations	\$ 96,000
Senior Business Operations Specialist	Enterprise Operations	\$ 96,000
Senior Chargeback Specialist	Enterprise Operations	\$ 96,000
Senior Customer Care Specialist	Enterprise Operations	\$ 96,000
Senior Customer Verification Analyst	Enterprise Operations	\$ 96,000
Senior Lending Operations Specialist	Enterprise Operations	\$ 96,000
Senior Operations Specialist	Enterprise Operations	\$ 96,000
Senior Reconciliations Specialist	Enterprise Operations	\$ 96,000
Senior Unsecured Lender	Enterprise Operations	\$ 96,000

## SCHEDULE TWO REMUNERATION

INTRODUCTION	
<b>Overall philosophy</b>	The overall remuneration philosophy and framework at Kiwibank is detailed in the Kiwibank Remuneration Policy.

<b>PART 1</b>	<b>JOB</b>
<b>CLAUSE 1</b>	<b>JOB DESCRIPTION</b>
1.1	Every permanent job at Kiwibank will have a job description. This forms part of the employment offer for all new employees.
1.2	For any internal promotions, transfers or secondments over 3 months, job descriptions will form part of the offer made to staff

<b>CLAUSE 2</b>	<b>JOB EVALUATION</b>
2.1	<p>The job description is aligned to the job banding framework by the People team based on job content (and not the job holder). Factors considered include;</p> <ul style="list-style-type: none"> <li>• <b>Thinking</b> – the nature and complexity of problems that need to be solved</li> <li>• <b>Freedom</b> – the autonomy to apply judgement, determine approach and make decisions.</li> <li>• <b>Interpersonal</b> – interpersonal skills and the ability to manage relationships and influence others</li> <li>• <b>Knowledge</b> – depth and breadth of skills, experience and knowledge required to perform the role</li> <li>• <b>Relativity</b> - to other roles</li> </ul>
2.2	Kiwibank is committed to the elimination of gender or other bias in all aspects of remuneration – refer to the Remuneration Policy for more information around Fair Pay.
2.3	<p><b>Dispute resolution concerning evaluations</b></p> <p>Where the job band assigned to a role is in dispute, then the parties may discuss, and the evaluation can be re-reviewed if new information comes to light that might result in an alternative evaluation.</p> <p>In the event that the job holder remains unhappy with the job band assigned to the role, the final decision will be made by the Head of Remuneration</p>
2.4	Existing employees and their Team Leaders / Managers are reminded to ensure that the job description is up to date when duties change. If job responsibilities have changed enough for the role to be considered for review, then the updated job description should be forwarded to Human Resources to arrange for re-evaluation of the job band.

<b>CLAUSE 3</b>	<b>MARKET DATA</b>
3.1	Kiwibank uses data from EY and other companies as needed to understand overall market relativities within the Financial Services industry as well as the general New Zealand market.

3.2	Job bands have remuneration associated with each band and this remuneration is assessed regularly against market data and where applicable remuneration ranges aligned to job bands may be adjusted.
-----	--

PART 2	REMUNERATION POLICY
CLAUSE 4	REMUNERATION DEFINITION
4.1	Each job role has a remuneration band assigned according to the job's worth. Remuneration band 1 runs from 85% to 130% with 100% being the midpoint.
4.2	Total remuneration at Kiwibank is made up of base salary for roles under coverage.

CLAUSE 5	PERFORMANCE REVIEWS
5.1	<p>Performance assessments are an ongoing process at Kiwibank. Performance and Development Plans are completed in the first quarter of each financial year (1 July – 30 September) and progress is formally tracked at the end of each quarter with a final review completed at/around the end of the financial year (circa end June each year). Enabling performance is a continuous process of planning (goal setting for both performance and development and planning measures of success), tracking (checking in on progress and staying on track) and reviewing (how did we go and what did we learn).</p> <p>If there are genuine concerns about performance, there should be appropriately scheduled meetings to enable two-way conversations. In these cases, the individual may have a union representative or support person present. (Please also refer to the Kiwibank Disciplinary policy).</p>
5.2	Objectives and / or KPIs are part of the goal setting process and will be agreed between you and your Team Leader / Manager and will be discussed to ensure that these are realistic, and fully understood. An employee may request that a union delegate is present as support when objectives/KPIs are agreed.

CLAUSE 6	REMUNERATION REVIEW
6.1	Members under coverage of this agreement do not partake in the Kiwibank annual remuneration review process and instead will be entitled to an increase negotiated and ratified by members in CEA bargaining each year. This increase will be applied within 4 weeks of ratification (and backdated to 1 July where the payment is later than that date).
6.2	In addition to any annual negotiated increase ratified in CEA bargaining, Kiwibank may review an individual's salary for equity reasons and offer an out of cycle increase. This is unlikely to happen often but may be done where Kiwibank budget allows and where Kiwibank feels that the person's remuneration is out of line with others or requires adjustment for equity reasons.

CLAUSE 7	OTHER REVIEWS
7.1	Remuneration reviews may take place during the year e.g. for promotions, or where a job role has changed significantly resulting in a change to job band.
7.2	Where the job has been re-evaluated to a new job band and the midpoint has changed as a result, the person may receive an increase where there is an upward movement to the midpoint and where the person's performance justifies a shift. The effective date for the change will be the date of the change in duties.

7.3	<p>If a role is re-evaluated, and the midpoint reduces, or when an existing job bands rem range is reduced then, subject to any restructuring, the employee/s impacted will retain their current remuneration.</p> <p>Any remuneration review of this nature must be recommended by the relevant General Manager</p>
-----	--

PART 3	RECRUITMENT
CLAUSE 8	COMMENCEMENT RATES
8.1	Subject to a new employee's skills and competencies, they may commence at or near the bottom of the remuneration band (i.e., 85% for Band 1) and move up the remuneration band based on negotiated increases and any other one-off increases.
8.2	In very rare situations staff may commence on a remuneration level which is below 85%. In no circumstances will the remuneration level fall below 80% of the midpoint.
8.3	Subject to the employee's performance, they must be brought up to least 85% of the band within 12 months. (Note that this may occur where a person's current midpoint and new midpoint are very significantly different and there is a significant leap for the person's development.)

PART 4	SECONDMENTS
CLAUSE 9	FOR PERIODS OF LESS THAN ONE MONTH
9.1	If an employee is seconded to a role for a period of less than one month e.g. to cover annual or sick leave, then no extra payment is made. In these cases, the performance of the employee will be taken into account at their performance review, recognising extra duties that they may have undertaken, and the extra skills and competencies gained.

CLAUSE 10	FOR PERIODS OF MORE THAN ONE BUT LESS THAN THREE MONTHS
10.1	If an employee is seconded to a role for a cumulative period of more than one month (in any year), then an extra payment may be made.
10.2	Any payment is dependent on performance (i.e. meeting agreed objectives / KPIs and competencies) and payable at the end of the secondment period.
10.3	Where the employee's remuneration falls below 85% of the midpoint for the seconded role, a special one-off payment based on the difference of their remuneration, and 85% of the midpoint for the new role pro-rated for that period will be made.
10.4	Where the employee's current remuneration falls above 85% of the midpoint for the role that they are seconded into, and where their remuneration falls below the midpoint for the role they are seconded into, then they will receive a special one-off payment based on ten percent of their current total remuneration pro-rated for the period of acting up or secondment.

CLAUSE 11	FOR PERIODS OF MORE THAN THREE MONTHS
11.1	If the employee is seconded to a role for more than three months, then they will receive a secondment allowance for that period up to 85% of the midpoint for the role they are seconded into.



11.2	If the difference between midpoints is more than 25%, the employee may be placed at 80% of the midpoint provided that his / her remuneration is brought up to 85% of the midpoint, subject to performance, after a period of six months secondment in that role.
11.3	Realistic and clear objectives / KPIs and expectations will be agreed with the employee and their new Team Leader / Manager on their appointment to the seconded role.
11.4	At the end of the seconded period, the person will return to their original role, on their original terms and conditions, including the remuneration that they had prior to their secondment role, unless otherwise agreed.