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Australia and New Zealand Banking Group Limited  
 ABN 11 005 357 522  
 People Capital Payroll and Administration Services  
 24/530 Collins Street  
 MELBOURNE VIC 3000

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27 2005

Dear

On behalf of Australia and New Zealand Banking Group Limited ("ANZ"), I am pleased to offer you the position of Service Consultant.

ANZ operates within the Financial Services Reform Act and all employees providing financial services to retail customers are required to do so efficiently, honestly and fairly. In accordance with this, ANZ is committed to ensuring all employees complete and maintain the required training to meet these customer-focused outcomes. It may be necessary to check documentation of any pre existing qualifications to determine whether they are consistent with these requirements.

This letter sets out the terms of your employment, and constitutes your employment agreement with ANZ ("employment agreement"). This employment agreement replaces all existing agreements, arrangements, or understandings between you and ANZ. (References to ANZ include any corporation related to ANZ under the Corporations Act 2001.)

#### 1. Position, Reporting Arrangements and Location

Your position will be Service Consultant reporting to and located at .

Your position will be classified as Group 6, Grade 2. ANZ may, at its discretion, change your position, reporting arrangements, duties and location on giving you reasonable notice, following consultation with you, and taking into account your career considerations and personal circumstances.

#### 2. Operative Date

This employment agreement and your obligations under it, will commence on the date you sign it or your first day of work in your new position 26<sup>th</sup> which ever is the earlier.

#### 3. Remuneration

The details of your remuneration are set out in the Schedule. The Schedule forms part of this employment agreement.

#### 4. Hours of Work

All ANZ employees and workplaces operate on a four weekly cycle. Your contracted hours will be based on a 4 weekly cycle of 116 hours with applicable benefits being calculated on those hours. Your work schedule will be advised by your line manager upon your commencement of work in your position.

Given the changing environment there may be a business need to change these hours of work. ANZ may, at its discretion, change your hours of work on giving you reasonable notice, following consultation with you, and taking into account your personal circumstances and preferences.

## 5. Leave

### 5.1 Annual Leave

As the appointment is to Palmerston and this branch is included as a Special Location in the ANZ Group Award 1998, you will receive 5 weeks leave for each year of service.

You are required to take your full annual leave entitlement, of 5 weeks, over the course of each ANZ financial year (1 October to 30 September). In each ANZ financial year 2 weeks of your annual leave must be taken consecutively. (ANZ policy requires that you are absent for at least 10 consecutive business days per annum.) ANZ may, at its discretion, require you to take outstanding annual leave accruals.

Annual leave payments on termination of employment will be calculated on the basis of your notional/superannuation salary plus cash benefit.

### 5.2 Sick Leave

You may take sick leave in accordance with the arrangements applicable to all ANZ employees.

Any untaken part of this entitlement is cumulative from year to year. In the event of prolonged illness, ANZ may decide at its discretion to provide you with sick leave in excess of your sick leave entitlements. You are not entitled to any payment for unused sick leave when your employment with ANZ ends.

### 5.3 Parental Leave

You may take parental leave in accordance with arrangements applicable to all ANZ employees.

### 5.4 Long Service Leave

You are eligible for 13 weeks' long service leave after completing 15 years of continuous service, and a further 8.66 weeks' leave for each subsequent 10 completed years of continuous service. You may access long service leave on a pro-rata basis after 10 completed years of continuous service.

Long service leave payments on termination of employment will be calculated on the basis of your notional/superannuation salary plus cash benefit.

## 6. Ownership of Intellectual Property and Trade Secrets

All inventions, discoveries, computer software processes and improvements made by you during your employment with ANZ remain the property of ANZ.

By signing this employment agreement, you:

- assign to ANZ all proprietary rights including all ownership rights and copyright and the exclusive right to develop, make, use, sell, license or otherwise benefit from any inventions, discoveries, processes and improvements, made by you within the scope of your employment with ANZ; and
- agree to execute any further document that is necessary or desirable to give full effect to your obligations in this clause.

## 7. Values and Ethical Standards

ANZ has developed guiding values and expects you to actively ensure they are an integral part of the way that you, and those who report to you, carry out duties within ANZ.

ANZ expects you to further ANZ's objectives and reputation and faithfully and diligently perform your duties, exercise your powers, and manage with integrity and respect all matters concerning ANZ employees and customers.

ANZ also has certain ethical standards, which you are required to maintain. In particular, you must not in any way, either directly or indirectly be or become engaged, concerned or interested in any business whether as principal, partner, director, agent, promoter or beneficiary except that of ANZ without ANZ's prior written approval.

In addition you must not do outside work that interferes with your ability to perform your ANZ duties, or where a conflict of interest may occur.

**8. Conduct:**

You must at all times act honestly and in a manner that is consistent with the status of your position with ANZ. You indemnify ANZ against any loss or damage it suffers as a result of any dishonest act by you, or any wilful misconduct in carrying out your duties.

**9. Policies and Procedures, Performance Management Plans****9.1 Policies and Procedures**

ANZ has policies and procedures that apply to your employment. These policies and procedures may be amended by ANZ from time to time. They are not incorporated into or otherwise included in your contract of employment with ANZ, including this employment agreement.

**9.2 Performance Management Plans**

Performance management plans will be developed in consultation with you and may be reviewed and varied during the performance period.

It will be necessary to ensure that an interim performance review is completed for the period you have spent in your current position. This will enable consistent and continuous assessment of your performance during the entire review period.

**10. Confidential Information**

You must not disclose or use in any manner (except in the proper course of your employment, by compulsion of law, or on the written direction of an authorised officer of ANZ or its auditors) any information about ANZ, its customers or its affairs which you acquire during your employment with ANZ, unless the information is already legitimately in the public domain. This obligation extends after your employment with ANZ ends.

You must also return to ANZ on request or immediately your employment with ANZ ends:

- all books, papers, documents and other property which belong or relate to ANZ, its customers or its affairs, and any copies of such documents; and
- any vehicle, computer hardware or software, key, security pass or other property which belongs to ANZ.

**11. Restraint**

You must not at any time, either during your employment with ANZ or for 3 months after your employment with ANZ ends (either on your own account or for or jointly with any other person) solicit, interfere with or attempt to entice away from ANZ any person who, at any time within the period of 12 months before the date your employment with ANZ ends, was a customer or employee of, or in the habit of dealing with, ANZ, whom you had direct or indirect contact with, or dealings with or knowledge of, for the purpose of your employment.

**12. Disciplinary Action**

If you fail to comply with the provisions of your employment agreement or any other ANZ performance requirements, ANZ may take disciplinary action which may include suspension with or without pay and, in certain circumstances, termination of your employment with ANZ (see clause 13).

**13. Termination of Employment****13.1 Termination Entitlements**

Your termination entitlements will depend upon the circumstances of your termination with ANZ and are set out in this clause.

**13.2 Resignation**

You may terminate your employment for any reason by giving ANZ 4 weeks' written notice. You and ANZ may agree on a lesser period of notice, or ANZ may in its discretion unilaterally waive the notice period or any part of it. If ANZ waives the notice period or any part of it, ANZ will pay you an amount in respect of the waived period up to a maximum of 4 weeks.

### **13.3 Termination by ANZ**

#### **a) Termination on Notice**

ANZ may terminate your employment for any reason (other than b), including sustained poor performance, by giving you four weeks' written notice. ANZ may elect to pay you in lieu of giving you all or part of the notice period on the basis of your superannuation salary. Alternatively, ANZ may, during the notice period or any part of it, direct you not to perform all or part of the duties of your position, to cease communication with customers, suppliers, employees and contractors of ANZ and/or not to attend your principal place of work.

If you are over 45 years old and have completed not less than two years' continuous service with ANZ, the period of notice will be five weeks.

#### **b) Serious Misconduct**

ANZ may end your employment at any time, without notice, because of your serious misconduct, serious neglect of duty, or serious breach of any of the terms of this employment agreement. In such circumstances, you will be entitled to payment of your salary and group superannuation support up to the date of termination.

### **14. Variations to Conditions of Employment**

Variations to your employment agreement may be necessary for the fair, efficient and effective administration of ANZ's business. Accordingly, this employment agreement may be varied by agreement from time to time. Your consent to such variation must not be unreasonably withheld. If your consent is unreasonably withheld, ANZ may give you one month's written notice that such variation will take effect.

### **15. Relevant Law**

This employment agreement takes effect under, is governed by and is to be interpreted according to the law of Victoria.

### **16. Other Conditions of Employment**

In accordance with ANZ policy, you may need to undergo a police record check prior to commencing work in your position. Your employment in your position is conditional on you returning a police record check that is compatible with the inherent requirements of your position.

ANZ provides a challenging and ever-changing job environment. We trust that it will be possible for you to develop and enhance your capabilities within ANZ. We look forward to your continued contribution to the opportunities and challenges facing ANZ.

A copy of this employment agreement is enclosed for your records. Please sign and return the original to me within 7 days to confirm your acceptance of its terms.

If you have any queries about this offer, or wish to discuss any details further, please contact me on

Yours sincerely,

**Branch Manager**  
**AUSTRALIA AND NEW ZEALAND BANKING GROUP LIMITED**