

**NEWCASTLE PERMANENT
EMPLOYEE COLLECTIVE AGREEMENT**

2006



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1. TITLE AND PARTIES TO THE AGREEMENT

This Agreement shall be known as the "**Newcastle Permanent Employee Collective Agreement 2006**".

This Employee Collective Agreement (ECA), as provided for in s327 of the *Workplace Relations Act* (the "Act"), is made between:

Newcastle Permanent Building Society Ltd and its Related Entities (the "Employer" or the "Society")

and

Employees who are engaged at the Level 1, 2 or 3 grades (as at the time of the Agreement) contained in Appendix A of this Agreement ("Employees").

The Agreement does not apply to Employees engaged in positions greater than Level 3. It also does not apply to Temporary Employees, persons undertaking voluntary assistance and/or work/vocational experience at the Society or employees employed under Australian Workplace Agreements.

2. APPLICATION AND DURATION

This Agreement and the Society's Policies and Procedures, as varied from time to time, constitute the whole Agreement between the Employees and the Society. Unless specifically contained in this Agreement, no other terms and conditions of any other contract of employment, Agreement, Award or transitional instrument prescribed in the Act including any Protected award conditions (as prescribed in *Part 8 Division 7* of the Act) shall apply. Some legal/contractual obligations contained within this Agreement shall continue after employment ceases at the Society.

The Agreement will operate from the day of lodgement (.....) and will remain in force for three years (nominal date of expiry) and continued thereafter until such time it is varied or rescinded.

3. OBJECTIVES

The Objectives of this Agreement represent and reflect the essential "people" environment we will sustain at the Society. They provide the foundation upon which this Agreement was jointly developed and agreed between the Employees and the Society.

We recognise our people:

- are central to the success and future viability of the Society providing value to members;
- demonstrate a collective and individual willingness to effectively respond to changing member requirements, and
- expect fairness, transparency, consultation and to be appropriately rewarded.

We will promote and maintain the following “people” culture

- Trust, loyalty and professionalism
- Sense of agreed common purpose and direction
- Drive, enthusiasm and initiative
- A greater sense of responsibility and accountability at all levels of the Society

The purpose of the Agreement is to streamline and consolidate existing employment conditions into a simple Agreement that is easily understood. It promotes the ongoing attainment of our objectives in a mutually fulfilling and rewarding working environment. Through a professional, team-based approach, this Agreement will encourage Employees to focus on contribution and results rather than entitlements and processes. It aims to ensure that the Society continues to be a great place to work whilst achieving our Member Charter.

In particular, our Agreement aims to:

- (a) provide a framework that promotes organisational efficiency and business performance, while enhancing job satisfaction and happiness, wherever possible;
- (b) encourage collaborative work in a team environment by setting agreed and appropriate goals that align with our strategic plan; and
- (c) achieve the development and promotion of a safe, risk free and non-discriminatory culture where Employees accept that all injuries are preventable. We will ensure co-operation is maintained between Employees and the Society to achieve ongoing improvements in occupational health and safety against agreed performance indicators.

4. EMPLOYMENT

Employees will be required to perform their duties safely, conscientiously, with integrity and honesty, in good faith and exercising all due care, skill and diligence to fulfill their professional standards and duty of care at any reasonable place of work.

Full time staff are those employed to work an average of 38 hours per week averaged over an eight-week period.

Part time staff will be those employed as such to work less than 38 hours per week averaged over eight weeks. As such, all payments, allowances, leave etc will be on a pro-rata basis.

Casual staff are those employed as such on an hourly basis. Casual Employees are considered as a supplementary workforce working without the expectation of regular and continuous work. There will be a minimum payment of one hour per engagement.

The parties intend the Agreement will govern the terms and conditions of employment of casual Employees from time to time during a period of three years from the commencement date, or until terminated by agreement or

operation of law. During this period, on each occasion that the Employer engages the Employee, the Agreement shall govern the terms and conditions of that engagement. The Agreement provides no guarantee or obligation that the Employer will re-engage a casual Employee after the last engagement.

Temporary Employee is a person who is employed for a fixed period of time and as such is not entitled to redundancy and notice provisions on expiry of the contract with the Society. There is no expectation of ongoing work.

Probationary Period

New Employees will commence employment with a three-month probationary period from their start date. Their employment during this period will be regularly reviewed. The Employee accepts that during the course of the probationary period their employment may be terminated without notice or recourse.

This period may be reasonably extended by mutual consent.

Line Manager

The person to whom an Employee directly reports.

5. LEGAL OBLIGATIONS

The following provisions relate to the contract of employment and identify some essential requirements for Employees and conditions of engagement.

5.1 Confidentiality

- It is a condition of employment that Employees agree to be bound by the terms of the Society's Confidentiality Agreement.
- All Employees must ensure full compliance with the National Privacy Principles and Financial Sector Guidelines. The Society will make available a copy of these guidelines at all times.
- Employees shall not disclose any of the dealings, transactions of the Society, whether actual or contemplated, which have or may come to Employees' knowledge whilst employed by the Society.
- Employees acknowledge their responsibilities under the *Corporations Act* with regards to "no improper use of inside (Society) information", and "no gain by improper use of position".
- Unless expressly authorised by the Society, Employees are prohibited from dealing or communicating with the media (of whatever kind) without written approval from management.
- Employees shall only contact members and clients for specific work-related purposes. Employees are not to provide members with their own personal contact details except with the Employer's express consent. All

communication is to be made through the Society. This requirement shall continue after the termination of employment with the Society.

- The above requirements do not prevent an Employee discussing their employment Agreement with their advisors.

5.2 Intellectual Property

In accepting employment with the Society, the Employee acknowledges that ownership and license of all intellectual property, all copyright, design or invention developed in pursuance of the terms of employment or utilised while working with the Society, rests solely with the Society.

5.3 Return of Documentation and Property

Upon the termination of the Employee's employment, or at any time on the request of the Employer, the Employee will immediately deliver to the Employer all documents which were prepared by or on behalf of the Society or member documents, which are in the Employee's care, custody or control (including those documents containing the confidential information) and all other property belonging to the Society.

The Employer will be entitled to withhold any payment that may be due to the Employee until such time as the Employee has returned to the Society all of its property.

5.4 Restraints

The Employee shall not during the period of employment with the Society or within six months immediately following the cessation of employment with the Society, canvas, solicit, interfere with or entice away any members, clients, Employees, persons, firm or company who at any time during the continuance of their employment have been in the habit of being a member, client, Employee or customer of the Society or related bodies.

The above requirements under this clause will survive expiry or termination of this Agreement and any staff member's employment with the Society.

5.5 Security

To protect the safety and security of staff and members, all Employees must comply with all security procedures/policies and immediately report any suspicious activity.

5.6 Legal Action

Employees must immediately notify the Society and any relevant persons if they become a party to a criminal investigation, are charged with a criminal offence, become aware of any offence being committed against the Employer,

its members or Employees, become bankrupt or lose their drivers licence where this is a position requirement.

5.7 Gifts

Gifts can only be accepted in accordance with the Society's Acceptance of Gifts Policy.

5.8 Licenses/Certification Checks

Failure by the Employee to renew any license/certification required to carry out the work for which they are employed may result in them being stood down without pay or other action as determined by the Society.

5.9 Unplanned Interruptions

In the unlikely event that the Society cannot find alternative work/location for an Employee as a result of an unforeseen circumstance beyond the control of either party, the Society will provide for a maximum of one week's pay, after which time it may stand down the Employee without pay (after exhausting any accrued time in lieu or leave) for the duration of such interruption.

6. CLASSIFICATION STRUCTURE

Appendix A summaries the current range of Level 1-3 positions. The nature and scope of these positions may vary over time to reflect the dynamic financial environment in which we compete and our commitment to continuous improvement and flexibility.

We may jointly review and vary the number of bands and/or pay ranges/levels within each band to provide for a more simplified and effective structure during the life of the Agreement. No existing Employees' salary will be reduced as a consequence of any such improvements of the classification structure.

7. REMUNERATION

7.1 Payment of Salaries

Salaries will be paid into an account(s) held with the Society in the name of the Employee, as nominated by the Employee. Such accounts must have the appropriate parameters to accept such direct credits.

7.2 Adjustments to Base Rates of Pay

Upon the lodgement of this Agreement, rates of pay as outlined in schedule A will become effective and will be back dated to 1 September 2006, being the first day after the expiry of the 2004 agreement. The back dated payment will be available to those employee's employed with the Society at the time of payment, however if an employee commenced employment with the Society between 1 September 2006 and the date of payment, the back dated payment will be calculated to their commencement date.

As at 1 September 2007, a 3.5% increase will be applied to the base rates of pay as listed in schedule A.

As at 1 September 2008, a 3.5% increase will be applied to the base rates of pay as listed in schedule A.

A review of the National Consumer Price Index for the preceding twelve months up to September 2008 will be undertaken and should the CPI be greater than 4.5%, the Employee Consultative Committee will meet to establish a recommended percentage increase, which will require ratification by the Board of Directors and a vote of all employees covered by this agreement.

Temporary staff and staff employed under fixed-term contracts are not eligible to receive salary increases under this Agreement.

7.3 Staff Discounts

Employee access to various lending and financial concessions of the Society shall form part of the staff benefits package. These benefits are contained within the Staff Discounts Policy. The Society has the sole discretion to amend or vary these concessions in consultation with its Employees.

7.4 Casual Loading

Casual Employees shall be paid a casual loading of 28.3% which is inclusive of all applicable entitlements. Casual Employees will not be paid casual loading when working overtime in accordance with clause 9.4.

7.5 Allowances/Reimbursements

This Agreement provides for the provision of the following allowances:

- Branch Relief
- Availability/stand by for duty
- Reasonable expenses associated with living away from home
- Reimbursement of reasonably incurred work related expenses for use of own vehicle/travel and meals
- Inconvenience allowance

The agreed amounts for the above additional payments are contained in Appendix B.

This Agreement absorbs the “cashier’s performance” allowance provided in the previous Agreement, into the applicable Employees’ salary and removes the requirement of those Employees to repay any shortages. The Society may however, on the provision of evidence that there has been a sustained increase in the level of shortages, revert to paying the previous separate and discrete allowance with associated repayment conditions and adjustment to base salary.

7.6 Higher Duties Relief

Employees required to relieve in a higher grade position shall be entitled to receive the difference in pay between their existing job and the base rate (excludes annual increments) of the higher graded job or 5% increase of their current base rate of pay whichever is the higher. This allowance will apply for relief periods of at least three (3) consecutive working days at a time where they are required to accept the full range of responsibilities and duties for that position.

7.7 Accident Pay

Under the provisions relating to Workers Compensation a recipient of Workers Compensation is entitled to only his or her Base Salary for the first 26 weeks of total incapacity following injury. However, the Society will also pay any allowances the Employee would have normally been entitled to for that period, excluding reimbursement for travel mileage.

Further payments after the first 26 weeks of total incapacity will be paid at the statutory rate as defined in the NSW *Workers Compensation* and related Acts.

Any Employee who claims or is in receipt of a Workers Compensation benefit may be required by the Society to undergo an examination by a Society-nominated medical practitioner at the Society's expense.

8. SUPERANNUATION

Provision of superannuation shall be in accordance with Federal legislation as varied from time to time. The Superannuation Levy is currently 9%.

9. PERFORMANCE MANAGEMENT

9.1 Reviews of Employee performance, competencies, skill levels and job knowledge forms an integral part of monitoring Employee training requirements, assessing standards of customer service, highlighting an individual's strengths and weaknesses as well as being an invaluable aid in determining career paths and disciplinary reviews.

9.2 Evaluations are conducted at least annually. More frequent appraisals are conducted during probationary and trainee periods as well as for those Employees undergoing an employment review.

9.3 During the initial probation period a Probationary Trainee will be regularly evaluated and his or her performance appraised. Failure to meet Society expectations will require a review, to determine whether that Probationary Trainee will be accepted as a permanent Employee.

9.4 Where Society expectations are not met in any normal appraisal, the Employee may be required to undergo additional training with a further evaluation required to measure improvement. Where the required level of improvement is not evident the Employee's continued employment with the Society will be reviewed.

- 9.5 The results of the appropriate performance evaluations and reviews, together with consultations with managers, Regional Manager and Head Office Executive, will play a large part in any future consideration for promotion or bonus payment.

10. WORKPLACE FLEXIBILITY

This Agreement will enable the Society to continue to offer its services and products as required by the market in which we operate. Our continued success in this endeavour is largely dependent on our ability to meet swiftly all changes as and when they occur. Flexibility of work conditions is an integral part of that ability.

10.1 Place of Work

Every Employee shall attend at any place of work and perform any reasonable duties determined by the Society to be in the best interests of the Society, but the Society agrees to consider the personal preferences and abilities of each Employee in making any such determination.

10.2 Hours of Work

The intent of this clause is to ensure business and Employee needs are met as efficiently and flexibly as possible, via a process of mutual agreement based on shared understanding of those needs. To provide greater flexibility in balancing member and business needs with personal / family / lifestyle commitments.

The standard number of ordinary hours of work is 38 hours per week averaged over an eight-week period.

There shall be no minimum number of allocated hours for part-time or casual Employees.

Where possible, the Society will give its Employees one month's notice of a change in their rostered hours. Where a change is necessary within one-month, the Society shall take full account of any inconvenience such change may cause the Employee.

10.3 Normal Operating Hours

The 'Normal Operating Hours' of the Society are from 7.30am to 6.00pm every Monday to Saturday. These hours do not apply to public holidays.

The 'Normal Operating Hours' for Employees working in the Member Support Centre are 7.30am to 8.00pm Monday to Sunday. These hours do not apply to public holidays. Member Support Centre staff who work on a Sunday as part of their normal hours shall be paid at the rate of 175% of their normal hourly rate for those hours worked.

The Society and its Employees recognise that market conditions and member needs may change to the extent that a review of 'Normal Operating Hours'

becomes necessary. The Society undertakes that any such review would be conducted in direct consultation with its Employees.

10.4 Rostered Days Off (RDOs)

Each branch shall have time management procedures in place to support full-time branch Employees to work an average of 38 hours per week over an 8-week period.

The Society shall grant each full time branch Employee up to one full day's RDO where the branch Employee works four Saturday mornings in any month. One full day will be either one weekday or two Saturday mornings.

RDOs may only be taken by branch Employees at a time convenient to the Society.

10.5 Overtime

All employees are required to work reasonable overtime when requested.

Employees shall be responsible for managing their own fatigue and ensuring that they take sufficient rest breaks between the conclusion of extended overtime and the recommencement of work, in order to ensure a safe and effective working environment.

The Society may, through consultation, grant the Employee ordinary time off in lieu of overtime. Employees entitled to overtime shall have the option to nominate payment of overtime or time in lieu.

Overtime is paid where work is performed that is more than 15 minutes past the Society's Normal Operating Hours and which is authorised by the Employee's manager.

Employees shall be paid the following loadings for overtime for working outside the Society's normal operating hours, calculated as follows on a daily basis:

Day	Period worked	Loading
Weekdays	After first hour up to two (2) hours	50%
	Each additional hour after first two (2) hours	100%
Sundays	Each hour	100%
		MSC staff refer to clause 9.2 "Normal Operating Hours"
Public holidays	Each hour	150%

Part-time Employees who work agreed additional hours shall be paid at their normal rates of pay.

Casual Employees shall not be eligible for overtime.

Managers will identify and approve the amount of overtime in their workplaces, and rectify situations where overtime is continuous and sustained. Regular or continuous overtime worked will lead to an assessment of the need for additional Employees or a need to change the amount of work undertaken.

10.6 Conversion between Full-time, Part-time and Casual

Employees may change their employment status where suitable arrangements can be made with the Society's approval. Employees converting from Full-time to Part-time employment (or vice-versa) do not need to resign – all outstanding leave entitlements remain and new leave accrues at the applicable pro-rated rate.

Upon conversion to casual status all annual and long service leave entitlements will be paid out and sick leave entitlements will be forfeited.

10.7 Job Sharing

It is acknowledged that where possible and appropriate the Society will allow 'Job Sharing'. Under this Agreement such arrangements will be available only for sharing a full 38 hour week. The Society reserves the right to determine which positions are suited for such an arrangement and what those shared arrangements will be.

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

On resignation, commencement of parental leave or termination of one of the sharers the Society will seek to replace that sharer. The remaining job sharer will be consulted in seeking a suitable replacement. If no suitable replacement can be found, the provisions of the Job Share Agreement will apply.

11. LEAVE PROVISIONS

The minimum leave provisions shall be those prescribed by the *Australian Fair Pay and Condition Standard* in *Part 7* of the *Act*. The following leave provisions shall be read in conjunction with the *Standard* and the Society's policies and shall not diminish these minimum requirements.

Part time Employees shall be entitled to the following leave on a pro rata basis. Casual Employees are not normally entitled to paid leave except where specifically stated in provisions of employment. Allowances for this are included in the overall casual rate of pay.

11.1 **Annual Leave**

Full time Employees are entitled to four weeks annual leave per year. Employees would normally be expected to take this leave.

11.2 **How much notice?**

The Employer and the Employee will seek to reach agreement on the taking of annual leave at a mutually convenient time. The Employee shall provide sufficient notice (minimum of two weeks) to enable management to arrange alternative coverage of work as necessary. In the absence of agreement the Employer will give at least fourteen days notice of the commencement of leave or part of leave which is due to the Employee.

11.3 **Cashing in a proportion of Annual Leave**

The first priority is for Employees to regularly take their annual leave at a mutually agreeable time. However, the Society recognises that at times the accumulation of leave entitlements may be unavoidable. In these instances Employees may apply in writing to have up to half of their current annual leave entitlement paid out at their normal pay rate. Acceptance of such an application is at the full discretion of the Society.

11.4 **Personal (Sick)/Carer's Leave**

Permanent full-time Employees are entitled to ten (10) days leave per year with an additional two (2) days unpaid carer's leave if this is exhausted.

The application of this leave shall be in accordance with the *Act* and the Society's policies.

The Society reserves the right to arrange for an Employee to undergo an examination by a Society-nominated medical practitioner at any time that the Employee applies for or takes Personal (Sick) Leave. This shall also apply if an employee makes a claim for or is in receipt of workers compensation benefits. The cost of any examination in these instances will be borne by the Society.

11.5 **Compassionate Leave**

Employees shall be entitled to four days paid compassionate leave..

Compassionate leave of more than four days may be approved upon application to an Employee's line manager.

11.6 **Parental Leave**

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

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

11.7 Paid Parental Leave

Employees who have 12 months or more continuous service and are the Primary Care Provider for their child will be eligible for 6 weeks paid Parental Leave. This will be subject to the following conditions:

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

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

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

- (k) An employee will not be entitled to both payments, however the employee will not receive less than the equivalent of 6 weeks pay subject to the requirement to return to work.
- (l) To maintain an entitlement to this payment an employee must return to work for a period of 12 months. If an employee does not meet the conditions of this clause the following will apply:
- If the employee does not return to work at the completion of their leave they must reimburse the Society the full payment received.
 - If the employee returns for a time that is less than the duration of their leave the employee will reimburse the Society the relevant portion.
 - When employees return to work on a casual basis they must make themselves available to work a minimum of 2 days per week. If the employee is not available to work for a minimum of 2 days per week, the employee will reimburse the Society the full payment received.

11.8 Jury Service

Employees shall be entitled to receive the difference between the Court payments and their average weekly wage for a period of up to 2 weeks in any one year.

11.9 Public Holidays

Public holidays shall be those holidays defined as such in the *Act*.

11.10 Long Service Leave

Permanent Employees shall have the entitlement to paid long service leave in accordance with the *NSW Long Service Leave Act*.

11.11 Other Leave

Full-time Employees shall be eligible to one and a half days additional leave each year to be taken at a mutually convenient time. Where any branch is closed as a result of a regional show day or other specific gazetted holiday pertaining to that particular location, this day shall constitute part of the leave entitlement.

This leave shall not accrue from year to year, and shall not be paid out upon cessation of employment.

Employees shall also be entitled to:

- Defence Forces Leave
- Emergency Services Leave
- Community Leave
- Unpaid leave
- Discretionary leave

as defined in the Society's policies.

12. TERMINATION OF EMPLOYMENT

We recognise the collaborative approach in creating a strong "people"/performance culture in the Society will contribute to our growth and expansion to reach more communities, enhanced job opportunities and value to our members. To sustain our flexibility and responsiveness within the competitive financial environment, the way we do things, how we structure and organise work will need to be regularly reviewed and where necessary, improved. Our priority will be achieving mutually agreeable outcomes through wherever reasonably possible, finding suitable alternative work for Employees within the Society as a consequence of change.

The following termination provisions apply to Employees with continuing tenure of employment. That is, full and part time Employees excluding casual, probationary period, temporary, fixed term and staff employed under the Australian Traineeships Scheme or some other similar program. The provisions do not also apply to any Employee whose employment is terminated as a result of serious or willful misconduct or persistent poor performance as determined by our Performance policy.

12.1 Notice

In order for an Employee to terminate their employment with the Society, they must provide as much notice as is reasonably possible with a minimum period of not less than four weeks written notice. If the Employee fails to give the required notice, or having given the required notice, leaves before the end of the of the notice period, the Employee forfeits the entitlement to any monies owing to the Employee except to the extent that those monies exceed the ordinary wages for the period of notice.

In order for the Society to terminate an Employee's employment, it must provide a period of notice in writing of four weeks, or pay salary in lieu of notice without any right for the Employee to claim any compensation or damages at any time.

Employees 45 years and over who have completed at least two years continuous service with the Employer will receive one additional weeks notice.

12.2 Redundancy Payment

In addition to the above notice requirements or payment in lieu of notice, Employees declared redundant with more than 12 months continuous service shall be entitled to the following redundancy payment:

LENGTH OF CONTINUOUS SERVICE	UNDER 45 YEARS OF AGE	OVER 45 YEARS OF AGE
Less than 1 year	Nil	Nil
1 year but less than 2 years	4 weeks pay	5 weeks pay
2 years but less than 3 years	7 weeks pay	8.75 weeks pay
3 years but less than 4 years	10 weeks pay	12.5 weeks pay
4 years but less than 5 years	12 weeks pay	15 weeks pay
5 years but less than 6 years	14 weeks pay	17.5 weeks pay
6 years but less than 7 years	16 weeks pay	20 weeks pay
7 years but less than 8 years	18 weeks pay	22 weeks pay
8 years but less than 9 years	20 weeks pay	24 weeks pay
9 years but less than 10 years	22 weeks pay	26 weeks pay
10 years but less than 11 years	24 weeks pay	28 weeks pay
11 years but less than 12 years	26 weeks pay	30 weeks pay
12 years but less than 13 years	28 weeks pay	32 weeks pay
13 years but less than 14 years	30 weeks pay	34 weeks pay
14 years but less than 15 years	32 weeks pay	36 weeks pay
15 years but less than 16 years	34 weeks pay	38 weeks pay
16 years but less than 17 years	36 weeks pay	40 weeks pay
17 years but less than 18 years	38 weeks pay	42 weeks pay
18 years but less than 19 years	40 weeks pay	44 weeks pay
19 years but less than 20 years	42 weeks pay	46 weeks pay
20 years but less than 21 years	44 weeks pay	48 weeks pay
21 years but less than 22 years	46 weeks pay	50 weeks pay
22 years and over	48 weeks pay	52 weeks pay

The above termination payments do not apply in the following circumstances:

- (i) Where an incoming Employer offers to continue the employment of the Employee;

- (ii) Where the Society transfers Employees to a related Employer and ensure continuity of service of the Employees so transferred;
- (iii) Cessation of an apprenticeship, traineeship or other casual, probationary or fixed term employment relationship;
- (iv) Where the Society has found reasonable alternative work for the Employee at the equivalent or higher salary and the Employee turns it down.

13. FAIR TREATMENT

We recognise that an essential ingredient in maintaining our “people” culture is that all our people, regardless of their position are treated professionally and fairly with dignity and respect. This includes open and transparent two-way communication and consultation on issues likely to impact on their work or matters for example, where Employees identify opportunities to enhance organisational performance and the “people” culture. Consistent with this professional approach is recognition by Employees that they take responsibility for their actions and use the following processes to resolve any concerns.

The process is an agreed mechanism for the raising and successful resolution of any work related grievances, disputes or disagreements including matters of entitlements arising from this Agreement. It provides a stepped process of confidentially, maturely and professionally dealing with workplace issues with a focus on solving them quickly and as close to the source of conflict as is possible.

13.1 Issues Resolution:

Step 1- The Employee should in the first instance, where appropriate, advise the colleague of the issue that concerns them whether it be work or personally related. If this is not possible, they should discuss the matter with their immediate supervisor or manager who must make every effort to resolve the matter quickly and effectively. The staff member is encouraged to discuss the issue with their manager. If he/she is not comfortable to do so, they may approach the designated Issue Resolution Officers. Those Officers are available to discuss the issue and to progress the complaint on the staff members behalf if that is the staff member’s wish.

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

Step 3- Again, if the matter is not resolved to the satisfaction of the staff member involved at this point, the issue may be taken up with the Head of Human Resources, or a member of the Society’s Executive Committee.

Step 4 – If the matter cannot still be resolved at this level, the parties may refer the matter to an agreed third party conciliator (assisted/facilitated conciliation) or mediator. In each instance where external mediation is required, it is the explicit responsibility that the mediator will determine the reasonable responsibility for costs.

In steps 2-4 of the above process, an Employee may nominate a person of their choice to support them. This may include, but is not limited to, an official of a union to which they are a member.

While the Society and the Employee attempt to resolve the grievance or dispute, work will continue as directed by the Society unless the Employee has a reasonable concern about an imminent risk to his or her health and safety. Even with this ‘reasonable concern’ but subject to relevant provisions of the applicable OHS laws, the Employee must not reasonably fail to comply with an instruction by the Society to perform other available work. Available work may be at the same workplace or another reasonably accessible workplace. Such work must be safe and appropriate for the Employee to perform.

An Employee or their representative shall not commence legal action against the Society for any alleged breach of an entitlement/benefit of this Agreement or other applicable employment instrument or legislation until there has been a genuine and reasonable effort in good faith to mutually resolve the difference in accordance with the above procedures.

13.2 Employee Consultative Committee

We recognise that Employee input, feedback and ownership of this Agreement are essential in shaping a shared vision for the Society. We have a vested interest in ensuring the mutual attainment of the Agreement’s ongoing objectives. This relies on strong collaboration amongst and between all levels of the Society including individual Employees, work teams and supervisors/managers. In addition to these direct relationships, we will promote a forum where both Employees covered by the Agreement and management will on a regular basis, jointly review the overall successful performance of the Agreement.

The Employee Consultative Committee shall also jointly consider other “people” related Society and Employee initiatives. These may include, but is not limited to, variations to policies impacting on Employees and the development and implementation of a new integrated performance management system. This will provide an important additional mechanism for Employee involvement and consultation in addition to that provided by the direct Employer/Employee relationship.

Appendix A

Classification Structure

Schedule 2	On approval 2006		1 September 2007		1 September 2008	
	Base Salary Range		Base Salary Range		Base Salary Range	
	min	max	min	max	min	max
Level One e.g. Member Service Officer, Member Service Representative, Receptionist, Stationery Assistant, Administrative Officer, Disputes Officer, Accounts Assistant, Accounts Payable Officer, Accounts Assistant, Reconciliations Officer	33,368	36,692	34,536	37,976	35,745	39,305
Level Two e.g. Senior MSO, Senior MSR, Senior Administration Officer, Administrative Officer, Operator 1 – IT, Marketing Assistant, Property & Purchasing Officer	35,652	40,983	36,900	42,417	38,192	43,902
Level Three e.g. Loans Officer, Fraud Administration, Conveyancing Clerk, Senior Administrative Officer, Community Manager Admin Support, L & D Officer, Payroll Officer, Operator 2 – IT, Community Manager Coordinator, Assistant Accountant	39,943	43,884	41,341	45,420	42,788	47,010

Appendix B

Allowances

Relief

The Society recognises that staff acting in branch relief roles, while being attached to a home branch (that is the branch closest to their residential address) and will work in any of our branches on any given day. As such, relief staff are entitled to receive a Relief Allowance of \$90.00 per week.

Stand-by

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

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

Living Away from Home

When Employees, in the course of their duty, are required to work temporarily away from their usual place of employment, and are required to sleep away from their usual place of residence, they shall be entitled to receive reasonable expenses actually incurred for accommodation and meals.

Travel

Casual and Incidental

Where an Employee undertakes travel of a casual or incidental nature, at the request of and on behalf of the Society, the Society shall pay the Employee a mileage allowance at the rate of 62 cents per km, as varied by the ATO from time to time, where that Employee uses his or her own vehicle. The distances upon which the travel expense is calculated will take into account either the place of work or Employee's home address, which ever is appropriate.

Relief staff

Having recognised the changeable nature of relief work through the Relief Allowance, it is reasonable to expect that travel to work within normal limits is an expense that all staff accept as their own.

Accordingly, where a relief staff member is required to travel to any branch up to 30kms away from their home branch, no mileage or fare amount shall be paid. For travel to branches more than 30kms from the Employee's home branch, the Society shall pay the Employee a mileage allowance as per the table set out below where that Employee uses his or her own vehicle.

When a relief staff member is rostered to one branch and after arriving at that branch is then sent to another, the Society shall pay the Employee a mileage allowance as per the table set out below where that Employee uses his or her own vehicle. This amount will apply to the total distance "travelled".

Distance between home branch and branch relieved at (kms)	\$ Allowance per day
31 – 50	25
51 – 70	30
71 – 90	40
91 – 110	60
111 – 130	80
Over 130	100

Inconvenience

Any Employee who regularly works outside Normal Operating Hours will be paid an Inconvenience Allowance of 17% of his or her normal hourly rate for those hours worked outside Normal Operating Hours. The payment of Inconvenience Allowance shall not attract overtime.

Meal

Where Employees are required to work more than 2 additional hours after normal finishing time, the Society may provide a meal if requested or alternatively, reimburse the reasonable costs of an appropriate meal.

Return to Duty

If an Employee is required to return to work after completing their normal duties for that day the Employee will receive a minimum payment of 2 hours at the applicable rate.