

AUSTRALIAN INDUSTRIAL RELATIONS COMMISSION

Industrial Relations Act 1988
s.170MA certification of agreement

Finance Sector Union of Australia

and

Australian Mutual Provident Society
(C No. 21679 of 1995)

AMP SOCIETY CONCESSIONAL HOUSING LOANS ENTERPRISE AGREEMENT, 1995

Insurance employees

Insurance industry

DEPUTY PRESIDENT MAHER

SYDNEY, 23 AUGUST 1995

Certification of single business agreement

PREAMBLE

This is an application for certification pursuant to section 170MA of the Industrial Relations Act 1988 (the Act) of agreement known as the AMP Society Concessional Housing Loans Enterprise Agreement, 1995.

The parties to the agreement are the Finance Sector Union of Australia and the Australian Mutual Provident Society.

The application was heard before me in Sydney on 23 August 1995. On the basis of the Statutory Declarations filed on behalf of the parties and the submissions made at the hearing, I am satisfied that the relevant requirements of the Act and the Rules have been met.

CERTIFICATION OF AGREEMENT

In accordance with section 170MC of the Act, Commission hereby certifies the attached memorandum of the terms agreed on between the Finance Sector Union of Australia and the Australian Mutual Provident Society in this matter.

This agreement shall come into force from 12 May 1995 and shall remain in force for twenty years.

BY THE COMMISSION:


DEPUTY PRESIDENT

Appearances:

C. Chester and P. Schroder for the Finance Sector Union of Australia.

P. Hill and R. Cheal for the Australian Mutual Provident Society.

Hearing details:

1995.
Sydney:
August 24.

CONCESSIONAL HOUSING LOANS - ENTERPRISE AGREEMENT

MEMORANDUM OF AGREEMENT

1. TITLE

This agreement will be known as the AMP Society Concessional Housing Loans Enterprise Agreement, 1995.

2. ARRANGEMENT

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3. PREAMBLE

This Enterprise Bargaining Agreement seeks to formalise the changes to the concessional loan on mortgage scheme in AMP.

This agreement recognises the parties' commitment to ongoing change in an increasingly competitive and complex environment. In doing so the agreement also reinforces feedback from focus groups held throughout AMP during August 1994.

These groups identified a preference for current borrowers to retain existing arrangements. This agreement does this and thereby addresses the issue of hardship. It also seeks to address other issues raised such as no loans for new appointees and it establishes a cut off date for existing staff to take out a loan.

This agreement addresses the balance between the needs of our staff and the needs of the business for change in relation to concessional loans.

4. SCOPE AND PARTIES BOUND

4.1. The parties to this agreement are the Australian Mutual Provident Society (AMP) and its employees in its Retail Financial Services and Superannuation business units and Group Office covered by the AMP Employees' Award (Consolidated) 1990, and the Finance Sector Union of Australia (FSU).

4.2. This agreement prescribes terms for:

- a) the future position of loans for unpackaged employees employed by AMP in accordance with the AMP Employees' Award (Consolidated) 1990;
- b) provisions in relation to the future position of car and furniture loans as they apply to employees covered by the abovementioned award in AMP.

4.3. This agreement will cover the entire field in relation to the phasing out of the concessional loans on mortgage scheme to the exclusion of the AMP Employees' (Consolidated) Award 1990.

5. DEFINITIONS

5.1. Award means the AMP Employees' (Consolidated) Award 1990.

5.2. CLOMS means Concessional Loans on Mortgage Scheme.

5.3. Packaged Employee means a member of staff who has accepted a written offer of a remuneration package in accordance with Clause 30 of the Award.

5.4. Unpackaged Employee means a member of staff who is either not eligible to be offered a remuneration package in accordance with Clause 30 of the Award or is eligible and has declined such an offer.

6. EMPLOYEES WITH LOANS

6.1. AMP employees currently with a housing loan will continue to have the benefit of this loan in accordance with the current terms of the scheme.

7. EMPLOYEES WITHOUT A LOAN

7.1. Staff who are currently eligible for a loan may take up a loan at any time before 1/1/97.

7.2. Staff who are not yet eligible for a concessional loan under the current rules may: (a) take out a loan at any time within 6 months of becoming eligible; or

(b) take out a loan at any time before 1/1/97;
whichever date is the later.

8. EMPLOYEES ON PARENTAL LEAVE

Employees eligible for a concessional loan who take parental leave between the date of this agreement and 1/1/97 will have the time in which they can take out a loan extended by the length of the parental leave taken before 1/1/97.

9. NEW EMPLOYEES

9.1. New employees appointed after 12 May 1995 will not be eligible for concessional loans.

10. CAR AND FURNITURE LOANS

Existing car and furniture loans will continue until repayment. No new loans will be available to employees from the date of agreement.

11. DISPUTE SETTLEMENT PROCEDURE

11.1. Any grievance or dispute arising within AMP in relation to this agreement will be settled in the following manner:

11.1.1. The employee will first raise the matter with line management.

11.1.2. If not settled, or if the matter is not appropriate to be raised with the line manager the employee will raise the matter with the next line manager.

11.1.3. If still not resolved, the matter will be referred to an appropriate officer in Human Resource Management or the FSU or both.

11.1.4. If still not resolved, the matter will be referred to an appropriate external arbitrator with a view to resolution by conciliation.

11.2. An employee may contact the Human Resources Division or FSU for assistance or guidance at any stage of the dispute.

12. DATE AND PERIOD OF OPERATION

12.1. This agreement shall operate from the date of agreement and continue in operation until the last loan under the CLOMS scheme is repaid.

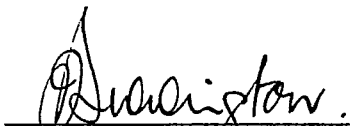
Signed



R D CHEAL

For and on behalf of
Australian Mutual
Provident Society

Signed



J V BIDDINGTON

For and on behalf of
the AMP Employees' Branch
Finance Sector Union of Australia

APPENDIX A

Concessional Housing Loan Scheme for Unpackaged Staff - Eligibility & Guidelines

1. Eligibility

Permanent staff will be eligible on completion of:

G2/3/4* - 4 years' service

G5* - 3 years' service

G6/7* - 2 years' service

* equivalent grades in other classifications.

Staff with a university degree, actuarial associateship or Australian Insurance Institute Associateship, will be eligible after 2 years of service.

Once AMP's eligibility criteria have been met, the applicant needs to meet Westpac's lending criteria before the loan is granted.

2.

Amount of the Loan

Location	Concessional Limit
Sydney Metro	\$ 125 000
Melbourne Metro / Geelong	\$ 95 000
Queensland	\$ 65 000
South Australia	\$ 70 000
Western Australia	\$ 70 000
Tasmania	\$ 60 000
ACT	\$ 95 000
NSW Country	\$ 65 000
Victoria Country	\$ 65 000

3. Concessional Interest Rate

The concessional interest rate will be a floating rate set at :

G2 - G4* 60% of variable housing rate at Westpac.

G5 - G7* 50% of variable housing rate at Westpac.

* equivalent grades in other classifications.

4. Further Advances

A minimum of \$7 000 will apply to applications for further advances.

5. Principal Residence Requirement

The requirement that a property remain the principal residence of the officer to whom the AMP mortgage is granted is a fundamental principle of the concessional home loan scheme.

