



Enterprise Agreement  
(2017 – 2020)

**COMMUNITY FIRST CREDIT UNION**  
**ENTERPRISE AGREEMENT**  
**(2017 – 2020)**

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## 1. Application and Operation

### 1.1. Title

1.1.1. This *Agreement* is the Community First Credit Union Enterprise Agreement(2017 – 2020)

### 1.2. Definitions and interpretation

1.2.1. In this *Agreement*, unless a contrary definition or interpretation is provided in the relevant clause, the following shall mean:

Term	Definition
<b>Act</b>	means the <i>Fair Work Act 2009</i>
<b>Agreement</b>	means the <i>Community First Enterprise Agreement (2017 2020)</i>
<b>BFIA</b>	means the <i>Banking, Finance and Insurance Award, 2010</i>
<b>Community First</b>	means <i>Community First Credit Union Limited</i>
<b>Natural Disaster Leave</b>	<p>A natural disaster is defined as a serious disruption to a community or region caused by the impact of a naturally occurring rapid onset event that threatens or causes death, injury or damage to property in the environment and which requires significant and coordinated multi-agency and community response.</p> <p>Such serious disruption can be caused by a number of natural disasters such as floods, bushfires, tropical cyclones, severe storms and earthquake.</p>
<b>Comparable position (direct)</b>	<p>means a position:</p> <ul style="list-style-type: none"> <li>- <i>at the same grade</i></li> <li>- <i>that does not entail an unreasonable change in duties and responsibilities in line with the employees skills and abilities</i></li> <li>- <i>that is the same location or another location within reasonable commute</i></li> </ul>
<b>Comparable position (indirect)</b>	<p>means a position:</p> <ul style="list-style-type: none"> <li>- <i>at an equivalent grade but which entails a significant change in duties and responsibilities;</i></li> <li>- <i>that requires different skills and abilities to which the employee has experienced</i></li> <li>- <i>which is not at the same location or within reasonable commute</i></li> </ul>
<b>Current Salary</b>	Means <i>the salary applicable to each employee immediately prior</i>

	<i>to the commencement of this Agreement</i>
<b>Employment Group A</b>	<i>means full time employees employed with Community First prior to the merger date with Elcom Credit Union of 1<sup>st</sup> November 2006 and the lodgement date of the FSU/Community First Credit Union Limited Workplace Agreement 2007-2009 of 12<sup>th</sup> July 2007</i>
<b>Employment Group B</b>	<i>means part time employees employed under the FSU/Community First Workplace Agreement 2007-2009 and have Saturdays as part of their ordinary hours</i>
<b>Employment Group C</b>	<i>means all employees employed in permanent employment prior to the approval date of the Community First Credit Union Enterprise Agreement 2010 -13</i>
<b>Employment Group D</b>	<i>means all employees employed in permanent positions with Northern Beaches Credit Union prior to the merger date with Community First Credit Union of 1<sup>st</sup> December 2015.</i>
<b>FWC</b>	<i>means Fair Work Commission</i>
<b>Long Service Leave Act</b>	<i>means the Long Service Leave Act 1955 (NSW)</i>
<b>Lower level role</b>	<i>means a position:</i> <ul style="list-style-type: none"> <li>- <i>which is at a lower level in classification and salary</i></li> <li>- <i>which requires a lower level of skill and abilities</i></li> <li>- <i>which requires less responsibility in the carrying out of duties</i></li> </ul>
<b>NES</b>	<i>means the National Employment Standards</i>
<b>Non accrued (or not accrued, non accruing)</b>	<i>means is treated as a separate pay component that has the following application:</i> <ul style="list-style-type: none"> <li>- <i>is taxable and included in total taxable income</i></li> <li>- <i>Superannuation Guarantee Contribution is payable by Community First</i></li> <li>- <i>does not increase the value of any leave provisions or annual leave loading</i></li> <li>- <i>is paid via the fortnightly pay processes</i></li> <li>- <i>is not payable on termination payments</i></li> </ul>
<b>Non alignment (or, non aligned, not aligned)</b>	<i>means at the commencement of this Agreement the current and in place salary of an individual is higher than the salary applicable to the classification level. This definition will apply to select employees employed prior to the approval date of this Agreement.</i>
<b>Outgoing Agreement</b>	<i>means the Community First Credit Union Enterprise Agreement 2013 - 2016</i>
<b>Redeploy (redeployment)</b>	<i>means the transfer of an employee to a comparable position</i>

### 1.3. Coverage

1.3.1. This Agreement shall cover:

- (a) Community First Credit Union Limited (Community First).
- (b) Full time, part time and casual employees of Community First who are within the classification of levels one (1) through to six (6) outlined in this Enterprise Agreement.
- (c) The Finance Sector Union of Australia (FSU) if so determined by the FWC.

1.3.2. This *Agreement* supersedes, rescinds and replaces the Community First Credit Union Enterprise Agreement 2013-2016. To the extent allowable by law and **unless** expressed in this *Agreement*, it replaces and operates to the exclusion of any award or industrial *Agreement* (whether entered into or in force before or after the commencement of this *Agreement*).

1.3.3. No liabilities accrued or incurred under the outgoing agreement for existing employees as at the date of approval shall be affected.

#### **1.4. Commencement and Transitional arrangements**

1.4.1 The *Agreement* commences seven (7) days after it is approved by the Fair Work Commission (FWC). This *Agreement* shall reach its nominal expiry date 3 years after the date of approval by the FWC.

1.4.2 For employees who remain non aligned to the Classification Structure salary levels the following transitional arrangements will apply:

<u>Transitional year</u>	<u>Arrangement</u>
1	2.75% of current and in place salary
2	2.75% of current and in place salary
3	3.00% of current and in place salary

1.4.3 The transitional arrangement will be paid as a component of an employee's fortnightly salary for each year the employee is not aligned and with respect to clause 1.4.2.

*1.4.4 Where a non aligned employee comes into alignment with the relevant level within the classification structure such that the annual salary increase for the non aligned employee would be less than the percentage increase applicable to the relevant transitional arrangement for that year, the non aligned employee shall receive the full percentage increase applicable to the relevant transitional arrangement, however that part of the increase which would otherwise exceed the pay rate in the classification structure shall be treated as a non accrued payment.*

1.4.4. At the expiration of the term of this *Agreement*, the year 3 transitional arrangement will continue to apply to employees who remain non aligned to the Classification Structure salary levels. This clause stays in force until this *Agreement* is renewed or replaced.

### **1.5. The NES and this Agreement**

1.5 Community First applies terms and conditions which are in line with, or above the NES.

### **1.6. Individual Flexibility Arrangement**

1.6.1 Community First and an employee covered by this *Agreement* may agree to make an individual flexibility arrangement to vary the effect of terms of the *Agreement* if:

- (a) the agreement deals with 1 or more of the following matters:
  - (i) arrangements about when work is performed;
  - (ii) overtime rates;
  - (iii) penalty rates;
  - (iv) allowances; *and*
  - (v) leave loading;
- (b) the arrangement meets the genuine needs of Community First and the employee in relation to 1 or more of the matters mentioned in paragraph (a); *and*
- (c) the arrangement is genuinely agreed to by Community First and the employee.

1.6.2 Community First will ensure that the terms of the individual flexibility arrangement:

- (a) are about permitted matters under section 172 of the *Fair Work Act 2009*; *and*
- (b) are not unlawful terms under section 194 of the *Fair Work Act 2009*; *and*
- (c) result in the employee being better off overall than the employee would be if no arrangement was made.

1.6.3 Community First will ensure that the individual flexibility arrangement:

- (a) is in writing; *and*
- (b) includes both Community First and employee details; *and*
- (c) is signed by Community First and the employee. Where the employee is under 18 years of age, signed by a parent or guardian of the employee; *and*
- (d) includes details of:
  - (i) the terms of the enterprise agreement that will be varied by the arrangement; *and*
  - (ii) how the arrangement will vary the effect of the terms; *and*
  - (iii) how the employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; *and*
- (e) states the day on which the arrangement commences.

1.6.4 Community First will give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.

1.6.5 Community First or the employee may terminate the individual flexibility arrangement:

- (a) by giving no more than 28 days written notice to the other party to the arrangement; *or*

- (b) if Community First and the employee agree in writing — at any time.

## **2. Transition to Retirement**

Community First has a Flexible Work Policy that contains a provision for phased retirement.

## **3. Consultation and Dispute Resolution**

### ***3.1. Consultation regarding major workplace change - employer to notify***

- (a) Where Community First has made a definite decision to introduce major changes in production, program, organisation, structure or technology that are likely to have significant effects on employees, Community First will notify the employees who may be affected by the proposed changes and their representatives, if any.
- (b) **Significant effects** include termination of employment; major changes in the composition, operation or size of the employer's workforce or in the skills required; the elimination or diminution of job opportunities, promotion opportunities or job tenure; the alteration of hours of work; the need for retraining or transfer of employees to other work or locations; and the restructuring of jobs. Provided that where legislation makes provision for alteration of any of these matters an alteration is deemed not to have significant effect.

### ***3.2. Employer to discuss change***

- (a) Community First must discuss with the employees affected and their representatives, if any, the introduction of the changes referred to in clause 3.1, the effects the changes are likely to have on employees and measures to avert or mitigate the adverse effects of such changes on employees and must give prompt consideration to matters raised by the employees and/or their representatives in relation to the changes.
- (b) The discussions must commence as early as practicable after a definite decision has been made by Community First to make the changes referred to in clause 3.1.
- (c) For the purposes of such discussion, Community First must provide in writing to the employees concerned and their representatives if any, all relevant information about the changes including the nature of the changes proposed, the expected effects of the changes on employees and any other matters likely to affect employees provided that Community First is not required to disclose



confidential information the disclosure of which would be contrary to Community First's interests.

### **3.3. Consultation about changes to rosters or hours of work**

- 3.3.1 Where Community First proposes to change an employee's regular roster or ordinary hours of work, Community First will consult with the employee or employee affected and their representatives, if any, about the proposed change.
- 3.3.2 Community First must:
- (a) provide to the employee or employees affected and their representatives, if any, information about the proposed change (for example, information about the nature of the change to the employee's regular roster or ordinary hours of work and when that change is proposed to commence);
  - (b) invite the employee or employees affected and their representatives, if any, to give their views about the impact of the proposed change (including any impact in relation to their family or caring responsibilities); and
  - (c) give consideration to any views about the impact of the proposed change that are given by the employee or employees concerned and/or their representatives, if any.
- 3.3.3 The requirement to consult under this clause does not apply where an employee has irregular, sporadic or unpredictable working hours.
- 3.3.4 These provisions are to read in conjunction with other agreement provisions concerning the scheduling of work and notice requirements.

### **3.4. Consultation regarding targets**

- 3.4.1 Community First will consult with employees in regards to targets prior to the period in which they apply.
- 3.4.2 Community First will not adjust targets during the period to which they apply without prior consultation with employees to whom they apply.

### **3.5. Dispute Resolution**

- 3.5.1 If a dispute relates to a matter arising under:
- (a) the Agreement; or
  - (b) the NES;

this term sets out procedures to settle the dispute.

- 3.5.2 An employee or employer who is a party to the dispute may appoint a representative, organisation or association for the purposes of the procedures in this term.
- 3.5.3 In the first instance, the parties to the dispute must try to resolve the dispute at the workplace level, by discussions between the employee (or employees) and relevant supervisors and/or management, *and*:
- (a) as soon as is practicable after the dispute or claim has arisen; the employee will take the matter up with their immediate supervisor/manager affording them reasonable opportunity to remedy the dispute or claim;
  - (b) where the attempt at settlement has failed, or where the dispute or claim is of such a nature that a direct discussion between the employee and their immediate supervisor/manager would be inappropriate, the employee will immediately take the matter up with their next level manager;
  - (c) if the matter remains unresolved in so far as either party is concerned, the talent management team will be notified and will attempt to resolve the dispute or claim.
- 3.5.4 If discussions at the workplace level do not resolve the dispute and all appropriate steps under clause 3.4.3 have been taken, a party to the dispute may refer the matter to the FWC.
- 3.5.5 The FWC may deal with the dispute in 2 stages:
- i. the FWC will first attempt to resolve the dispute as it considers appropriate, including by mediation, conciliation, expressing an opinion or making a recommendation; and
  - ii. if the FWC is unable to resolve the dispute at the first stage, the FWC may then:
    - a. arbitrate the dispute; and
    - b. make a determination that is binding on the parties.
- 3.5.6 The FWC may exercise any method of dispute resolution permitted by the Act that it considers appropriate to ensure the settlement of the dispute.
- 3.5.7 A decision that the FWC makes when arbitrating a dispute may be appealed in accordance with the Act.
- 3.5.8 While the dispute resolution procedure is being conducted, work must continue in the manner prior to the dispute arising, subject to applicable work health and safety legislation.

## 4. Types of Employment and Termination of Employment

### 4.1 Types of employment

4.1.1 An employee may be engaged on a full-time, part-time or casual basis as follows:

- (a) With the exception of Employment Group A, **full time** employment means an employee who is engaged to work an average of 37.5 hours per week;
- (b) **Part time** employment means an employee who is engaged to work an average of fewer than 37.5 hours per week and receives on a pro rata basis equivalent pay and conditions to those of full time employees who do the same kind of work;
- (c) **Casual** employment means an employee who is engaged on a casual basis where ordinary hours of work are the lesser of an average 37.5. Casual employees are paid in line with their classification for each hour worked, plus a casual loading of 25% in lieu of any payment attributes of full or part time employment including annual leave, personal / carer's leave, notice of termination and redundancy benefits.

For the purpose of clause 4.1.1 (a), employees employed under Employment Group A, conditions will continue to apply as set out in Schedule 3.

### 4.2 Part time employees undertaking additional hours

4.2.1 Part time employees will be informed of their ordinary hours of work and start and finishing times at the commencement of employment. Where part time employees, by mutual agreement, work additional hours, the additional hours worked will be paid at the ordinary rate of pay up to the **full time hours of 37.5** hours per week. Hours in excess of 7.5 hours per day or time worked at the **direction** of the employer in excess of the employees ordinary hours of work will be paid at the appropriate overtime rate.

### 4.3 Termination of employment

4.3.1 The notice period that Community First must give an employee to terminate the employee's employment is in accordance with the NES as set out as follows:

Period of continuous service	Notice period
Not more than 1 year	1 week
More than 1 year, but not more than 3 years	2 weeks
More than 3 years, but not more than 5 years	3 weeks
More than 5 years	4 weeks

4.3.2 The relevant notice period increases by 1 week if the employee is over 45 years of age and has completed at least 2 years' continuous service with the employer.

4.3.3 Community First may elect to pay out the notice period in lieu of giving notice. The amount paid to an employee must be the full rate of pay they would have received should they have worked the period of notice.

- 4.3.4 The notice of termination required to be given by an employee is the same as that required of Community First except that there is no requirement on the employee to give additional notice based on the age of the employee concerned. If an employee fails to give the required notice, Community First may withhold any monies owed to the employee on termination to the amount the employee would have been paid in respect of the period of notice required by this clause, less any period of notice actually given by the employee.
- 4.3.5 Where Community First has given notice of termination to an employee, an employee will be allowed up to one day's time off without loss of pay for the purpose of seeking other employment. The time off is to be taken at times that are convenient to the employee and with consultation with the employee's manager.

#### **4.4 Redundancy and redeployment**

- 4.4.1 Redundancy shall mean where an employee is terminated due to changes in the organisation resulting in a job no longer required to be undertaken by the employee *or* by anyone in the business, except following the ordinary and customary turnover of labour.
- 4.4.2 In the event of a job becoming redundant, Community First will make all reasonable efforts to redeploy the employee concerned elsewhere in the organisation. This may include:
- (a) Directly comparable positions
  - (b) Indirect comparable positions
  - (c) Lower level jobs
- 4.4.3 Redeployment to directly comparable positions will be made in writing.
- 4.4.4 Redeployment to **indirectly** comparable positions will be made in writing for the employee in order for them to make an informed decision on whether to accept the position. A trial period of up to one (1) month will apply to the new position where the position is accepted. Should either Community First or the employee find the role is unsuitable for the employee; the employee's services may be terminated without loss of entitlement to redundancy payments.
- 4.4.5 Redeployment to **lower level jobs** due to the redundancy of a role will be applied as per clause 4.4.4. Any salary adjustments to align with the lower level classification will be by **mutual** agreement between Community First and the employee.
- 4.4.6 Where no alternative role in the organisation exists or is suitable for redeployment of the employee, the termination of the employment will provide for the following:

- (a) notice period of four (4) weeks written notice, or payment in lieu of notice at the discretion of Community First;
- (b) an additional week's notice where the employee is over 45 years of age at the end of the day the notice is provided;
- (c) a redundancy payment as follows:

Employees continuous service	Number of weeks
At least 1 year but less than 2 years	5
At least 2 years but less than 3 years	7
At least 3 years but less than 4 years	9
At least 4 years but less than 5 years	11
At least 5 years but less than 6 years	13
At least 6 years but less than 7 years	15
At least 7 years but less than 8 years	17
At least 8 years but less than 9 years	19
At least 9 years but less than 10 years	21
At least 10 years or more	21
Maximum payment under this clause:	<b>21 weeks</b>

- 4.4.7 A maximum of 21 weeks payment is payable under this clause in excess of nine year's continuous service with a pro rata payment for each completed month in the final year of service to apply.
- 4.4.8 An employee who has transferred from full time to part time or vice versa will have their payments based on the pro rata of actual time worked in each employment type using the employee's current salary.
- 4.4.9 Redundancy payments shall not be paid to casual employees.
- 4.4.10 Employees within the probationary period are not entitled to clause 4.4.6.
- 4.4.11 For Employment Group C, the redundancy payment conditions will continue to apply as set out in Schedule 5.
- 4.4.12 For Employment Group D, the redundancy payment conditions will continue to apply as set out in Schedule 6.

#### **4.5 Transfer of Employment**

- 4.5.1 In the event of a transfer of employment, the provisions contained in s.122 of the FW Act will apply.

### **5. Minimum Wages and Related Matters**

#### **5.1 Classifications and minimum wage rates**

- 5.1.1 The Classifications and salary levels for all employees employed under the *Agreement* are set out in Schedules 1 and 2.
- 5.1.2 Changes to an employee's level will be subject to the determinants in the Classification Structure and Community First's standard recruitment processes for vacant roles.
- 5.1.3 The salary levels (as set out in schedule 1) will be applicable once Community First is formally notified by the FWC that the Agreement has been approved
- 5.1.4 From the first full pay period to commence on or after the approval date from the FWC for the agreement, a 2.75% increase will apply to all levels for the year 1 term of the agreement.
- 5.1.5 From the first full pay period following the first anniversary of the approval date from the FWC for the *Agreement*, a 2.75 % increase will apply to all levels for the year 2 term of the *Agreement*
- 5.1.6 From the first full pay period following the second anniversary of the approval date from the FWC for the *Agreement*, a 3.00% increase will apply to all levels for the year 3 term of the *Agreement*.

#### **5.2 Allowances**

- 5.2.1 **Stand by allowances** may be applicable to roles where an agreement is in place for an employee to be formally rostered to stand by in the event they are recalled to work outside their ordinary hours. Stand by allowance must be approved by the employee's manager and will be paid at the following daily rate for days they are rostered for standby duties.

Monday to Friday	\$17.50
Saturday, Sunday and Public Holidays	\$35.00

Where an employee is required to be called back, payment for hours worked outside of the employees ordinary hours will be made in accordance with clauses 6.2.1 and 4.2.1.

Payment under this clause only applies when an employee is rostered to be on standby and does not apply during periods of approved leave.

5.2.2 **Higher level duties** will apply to employees covered by this *Agreement* who provide relief in a role which is at a higher level than the job to which the employee usually works and in the following circumstances:

(a) The period of relief exceeds four (4) consecutive days; **and**

(b) the higher level duties are not being performed as part of an employee training exercise or program

5.2.3. **Meal allowances or provision of a suitable meal** will be provided where an employee is required to work one and a half hours *overtime*, and the period of overtime extends beyond 6.00 pm. An allowance of \$15.98 will be applicable for such occasions and with prior approval from the employee's manager. A further meal allowance of \$13.14 must be paid if the overtime exceeds five and a half hours.

5.2.4. **Travelling expenses** may apply where an employee, in the course of their duty, are required to travel to any place away from their usual place of employment outside ordinary working hours. With prior approval from the employee's manager, the employee will be paid all reasonable expenses actually incurred plus payment at half the ordinary rate of pay for the time the travelling exceeds their normal travel time from home to work and subject to clause 5.2.5 provided that no extra payment is payable when an employee is being paid overtime for the time spent travelling.

5.2.5. **Motor Vehicle Allowance** will apply where, with prior approval from the employee's manager, an employee uses their private motor vehicle for business use. An allowance of \$0.78 per kilometre will be applicable, provided that the distance of the claim is not less than 10 kilometres per day or a total of 30 kilometres per week from the employee's usual place of work. Travel allowance will not be paid if the distance required to travel is less than the normal distance to the employee's usual place of work.

Subject to clause 5.2.5, motor vehicle allowance does not apply where an employee, by mutual agreement is undertaking additional hours or overtime at any location. .

5.2.6. **Adjustment of expense related allowances** in clauses 5.2.3, 5.2.4 and 5.2.5 of this *Agreement*, will be at the rate as set out in the BFIA.

### **5.3 Superannuation**

5.3.1 Superannuation will be paid in accordance with the Superannuation Guarantee Contribution legislation. This includes employer contribution, voluntary employee contribution and choice of fund.

## 6. Hours of Work and Related Matters

### 6.1 Ordinary hours of work

#### 6.1.1 Span of hours

The span of ordinary hours for all employees shall be 7.00am to 8.00pm, Monday to Friday and 8.00am to 5.00pm Saturday.

6.1.2 Ordinary hours of work exclusive of meal breaks, with the exception of Employment Group A, shall be an average of 37.5 hours per week to be worked on one of the following bases:

- 6.1.2.1 37.5 hours within a work cycle of one week;
- 6.1.2.2 75 hours within a work cycle of two weeks;
- 6.1.2.3 112.5 hours within a work cycle of three weeks;
- 6.1.2.4 150 hours within a work cycle of four weeks.

6.1.3. A week shall mean five consecutive days to be worked Monday to Saturday.

6.1.4. At the time of the engagement of the employee, the employee's work pattern will be agreed. This could be a specified work pattern or a rotating roster that may be staggered by Community First, depending on the operational needs of the organisation.

6.1.5. Subject to clause 6.1.4, employees can be rostered for work at any time within the span of hours.

6.1.6. For the purpose of clause 6.1.2, employees employed under Employment Group A, the conditions as set out in Schedule 3, will continue to apply.

6.1.7. **Safe transport** will apply where, an employee is asked to work beyond their normal finishing time and where the usual means of transport is unavailable, impracticable or unsafe, Community First will arrange suitable transport for the employee between the place of work and the employee's place of residence. Where an employee requests to use their own motor vehicle and Community First agree, clause 5.2.5 will apply.

6.1.8. **Meal breaks** will be no less than 30 minutes, provided that the employee is not called upon to work in excess of five hours without a meal break. The exception to this is where the daily hours to be worked are six hours or less and the employee requests to work the extended period without a break, and Community First agree.

### 6.2 Overtime and penalty rates

6.2.1 All time worked outside the ordinary hours of work as set out in section 6.1 of this Agreement shall be paid at:



- (i) Time and one half for the first 2 hours and double time thereafter of the employee's basic hourly rate. This includes work performed on a Saturday and Sunday outside an employee's weekly hours;
- (ii) Where an employee undertakes Saturday work as part of their normal weekly hours a penalty rate of time and one half for each hour worked up to 37.5 hours will be applicable for any work performed on a Saturday **after 12.15pm**.
- (iii) Overtime will apply to Casual employees for hours worked in excess of 37.5 per week or 7.5 per day.

Saturday penalty rate will continue to apply for Employment Group B who, as set out in Schedule 4, has existing arrangements with Saturday hours as part of their normal weekly hours.

In calculating overtime, each day's work will stand alone and will be paid in 15 minute increments.

- 6.2.2 Community First will require employees to work reasonable overtime at overtime rates, for example, to meet Saturday trading requirements, and as such, employees will work overtime in accordance with such a requirement. This is subject to s.62 (2) and s.62 (3) of the Fair Work Act meaning an employee has the right to refuse where a request is unreasonable or where a refusal is reasonable.
- 6.2.3 An employee may elect to, with the consent of the employee's manager to take time off instead of payment for overtime at a time or times agreed with the manager. Overtime taken as time off during ordinary hours will be taken at the ordinary rate, meaning an hour for each hour worked.
- 6.2.4 With respect to clause 6.2.3, Community First will, if requested by the employee, provide payment at the overtime rate for any overtime worked where time off to compensate for the overtime performed has not been taken within a period of up to four weeks.
- 6.2.5 When overtime work is necessary, it will wherever reasonably practicable, be so arranged that employees have at least 10 consecutive hours off duty between the work of successive days.

An employee (other than a casual employee) who works so much overtime between the termination of their ordinary work on one day and the commencement of their ordinary work on the next day that they have not had at least 10 consecutive hours off duty between those times will, subject to this clause, be released after completion of such overtime until they have had 10 consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

If on the instruction from Community First such an employee resumes or continues work without having had such 10 consecutive hours off duty they must be paid at double

rates until they are released from duty for such period. They will then be entitled to be absent until they have had 10 consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

## **7. Leave and Public Holidays**

### **7.1 Annual leave**

7.1.1 The entitlement to, crediting and accumulation of annual leave are governed by this clause and the NES.

7.1.2 Employees will accrue (on a four weekly basis) a maximum of 20 days of annual leave during each year of continuous service. A part-time employee will accrue a pro-rata amount of annual leave.

7.1.3 Annual leave will not accrue on unpaid leave unless it is Community Service Leave.

7.1.4 The taking of annual leave will be approved in accordance with Community First's standard operating procedures for the taking of leave.

7.1.5 Where an employee has an excessive annual leave accrual, in the absence of an agreement being reached between an employee and Community First on how to reduce the excessive leave accrual, Community First may direct the employee to take one or more periods of paid annual leave, provided that:

- a) The employee has eight (8) weeks or more leave accrued; and
- b) The period of leave required to be taken is not less than one (1) week; and
- c) The direction to take paid annual leave doesn't result, at any time in the employee's remaining leave accrual being six (6) weeks or less; and
- d) Community First provides no less than eight (8) weeks' notice in writing to the employee of the requirement to take paid annual leave.

However, before employees are directed to take paid annual leave, consideration will be given to the employees' personal circumstances.

7.1.6 There will be no cashing out of annual leave in lieu of taking leave.

7.1.7 Annual leave loading will be paid to employees at the rate of 17.5% of the employee's ordinary hourly rate of pay and is payable on leave accrued.

### **7.2 Long service leave**

7.2.1 Employees are entitled to long service leave in accordance with the provisions of the *Long Service Leave Act 1955 (NSW)* save and except that an employee shall accrue long service leave in accordance with Categories 1-6 of Schedule 7.

### **7.3 (Parental Leave)**

7.3.1 Employees will be entitled to a period of parental leave in accordance with the NES and the relevant legislation.

### **7.4 Personal/carer's leave and compassionate leave**

7.4.1 An employee may take paid personal (sick or carer's) leave if the leave is taken:

- (a) because the employee is unfit for work because of a personal illness, or personal injury, (including pregnancy related illness) affecting the employee; or
- (b) to provide care or support to a member of the employee's immediate family, or a member of the employee's household, who requires care or support because of:
  - (i) a personal illness, or personal injury, affecting the member; or
  - (ii) an unexpected emergency affecting the member.

7.4.2 Immediate family means an employee's:

- (a) spouse, de facto partner, child, parent, grandparent, grandchild, sibling; or
- (b) child, parent, grandparent, grandchild or sibling of the employee's spouse or de facto partner.

Notice and evidence requirements apply.

### **7.5 Notice and evidence for personal (sick and carer's) leave**

7.5.1 When taking personal leave (sick/ carer's), an employee must let Community First know as soon as possible that they're unable to work. They must also let Community First know the period of leave, or expected period of leave.

7.5.2 Community First is entitled to request evidence that would substantiate the reason for leave. The employee is not entitled to the leave if the employee fails to provide either:

- (a) notice (as soon as practicable), or
- (b) evidence (when requested) that would satisfy a reasonable person.

**Notice:** Wherever possible, the employee should contact their manager immediately they become aware they will be absent from work due to taking personal leave. Where an employee has been provided with the contact details of their manager, the employee does not need to wait until business hours to provide notice.

**Evidence:** Evidence will be required for all occasions where an employee has more than two (2) consecutive days of absence. Evidence may also be

required for occasions where absences become frequent and/or a pattern of absences becomes evident. This includes single and multi day absences. Should this become evident, the employee will be advised in advance of the requirement to provide evidence for future absences.

- 7.5.3 Reasonable evidence will be deemed as evidence from a health practitioner in the profession to which the reason for leave relates.

## **7.6 Payment of personal (sick and carer's) leave**

- 7.6.1 The employee will be paid their base rate of pay for the ordinary hours they would have worked during the period of leave. This does not include separate entitlements such as incentive-based payments and bonuses, loadings, monetary allowances, overtime or penalty rates, any other separately identifiable amounts
- 7.6.2 All employees (including casuals) are also entitled to two days unpaid carer's leave for each occasion needed, once accruals are exhausted. The notice and evidence requirements are applicable.

## **7.7 Calculating personal (sick and carer's) leave**

- 7.7.1 An employee (other than a casual) is entitled to paid personal leave of 12 days per year of service (pro rated for part time hours). The entitlement to paid personal leave accrues progressively during a year of service according to the number of ordinary hours worked, and accumulates from year to year.
- 7.7.2 Personal Leave will not accrue on unpaid leave unless it is Community Service Leave.
- 7.7.3 There shall be no cashing out of personal carer's leave.

## **7.8 Compassionate leave**

- 7.8.1 Community First employees (including casual employees) will be entitled to up to 3 days of compassionate leave to spend time with a member of their immediate family or household who has sustained a life-threatening illness or injury.
- 7.8.2 Compassionate leave may also be taken after the death of a member of the employee's immediate family or household.
- 7.8.3 An employee may take compassionate leave for each occasion as:
- a single continuous three day period; or
  - any separate periods to which the employee and Community First agree.
- 7.8.4 Immediate family means an employee's:
- (i) spouse, de facto partner, child, parent, grandparent, grandchild, sibling; or

- (ii) child, parent, grandparent, grandchild or sibling of the employee's spouse or de facto partner.

## **7.9 Payment when compassionate leave is taken**

7.9.1 The employee (other than a casual employee) will be paid their base rate of pay for the ordinary hours they would have worked during the period of leave. This does not include separate entitlements, such as incentive-based payments and bonuses, loadings, monetary allowances, overtime or penalty rates and any other separately identifiable amounts.

## **7.10 Notice and Evidence for taking Compassionate Leave**

7.10.1 For all periods of compassionate leave, an employee must provide Community First with notice of the taking of such leave. The notice must be given to Community First as soon as practicable and must advise of the period, or expected period of the leave. The employee is not entitled to the leave if the employee fails to provide either:

- (i) notice (as soon as practicable), or
- (ii) evidence (when requested) that would satisfy a reasonable person.

**Notice:** Wherever possible, the employee should contact their manager immediately they become aware they will be absent from work due to taking Compassionate Leave. Where an employee has been provided with the contact details of their manager, the employee does not need to wait until business hours to provide notice.

**Evidence:** Community First will advise the employee at the time the notice to take leave is given if they will be required to provide reasonable evidence to substantiate the relationship and purpose for leave for any occasion of Compassionate Leave.

7.10.2 Reasonable evidence will be deemed as evidence from a health practitioner, or funeral director, confirming the immediate family relationship and the nature of the leave.

## **7.11 Community service leave**

7.11.1 The entitlement to Community Service leave is governed by this clause and the NES.

7.11.2 Where an employee is a member of a recognised emergency management body and engages in a voluntary emergency management activity Community First will provide:

- (i) for permanent employees – one weeks' paid leave; and
- (ii) for casual employees – an average of one weeks' pay based on the casual employee's hours,

to participate in the activity.

7.11.3 For all periods of Community Service leave, an employee must provide Community First with notice of the taking of such leave. The notice must be given to Community First as soon as practicable and must advise of the period, or expected period of the leave. The employee is not entitled to the leave if the employee fails to provide either:

- (i) notice (as soon as practicable), or
- (ii) evidence (when requested) that would satisfy a reasonable person.

**Notice:** There are two parts to the notice to be provided.

Prior to becoming a member of a recognised emergency management body, employees are to inform Community First in writing.

In the event an employee is requested by the emergency management body to participate in an emergency management activity as outlined in the NES, wherever possible, the employee should contact their manager immediately they become aware they will be absent from work due to taking Community Service leave. Where an employee has been provided with the contact details of their manager, the employee does not need to wait until business hours to provide notice.

**Evidence:** Community First will advise the employee at the time the notice to take leave is given if they will be required to provide reasonable evidence to substantiate the relationship and purpose for leave for any occasion of Community Service leave.

7.11.4 Reasonable evidence will be deemed as evidence from the emergency management body confirming the membership and the purpose of the leave.

## **7.12 Natural Disaster Leave**

7.12.1 Where a locality has been declared a natural disaster an employee whose usual residence or place of employment is in this locality, and is affected by the natural disaster may apply for two days paid natural disaster leave per occasion.

Application for Natural Disaster leave will be in accordance with Community First's standard operating procedures for all leave requests

## **7.13 Domestic Violence Leave**

7.13.1 Community First is committed to assisting employees or a member of the employees immediate family who are victims of domestic violence and who require time off work to attend medical appointments, to seek legal assistance, to attend court, attend counselling, relocate or to make other safety arrangements or any other circumstances associated with domestic and/or family violence.

- 7.13.2 Community First may agree to provide employees with paid domestic violence leave for this purpose. In addition, an employee may request to use their personal/carers leave, annual leave or a combination thereof.
- 7.13.3 The amount of any paid domestic violence leave provided to employees will be determined on a case by case basis, through consultation between the employee, the employee's immediate manager and the Talent Manager. Any decision by Community First to grant paid domestic violence leave shall be at the absolute discretion of Community First.

### **7.14 Rostered days off**

- 7.14.1 Rostered days off are only applicable to employees from Employment Group A the conditions of which are set out in Schedule 3.

### **7.15 Public holidays**

- 7.15.1 Public holidays will be applied in accordance with the NES.
- 7.15.2 Work on a public holiday will be paid at the rate of double time and a one half. An employee required to work on a public holiday is entitled to no less than four hours pay at the appropriate rate, provided the employee is available to work for four hours.

### **7.16 Bank holiday**

- 7.16.1 Where Community First trades on the Bank Holiday, employees will be entitled to a Picnic Day in lieu of the Bank Holiday. For part time employees, the following will be applied:
  - (a) Part time employees who work less than full time hours on the day the Bank Holiday falls due will have a pro rata Picnic Day accrued according to their ordinary hours. Any additional hours worked will be paid at the appropriate rate;
  - (b) Part time employees, who do not normally work on the day the Bank Holiday falls due, will be paid for any additional hours worked and receive a Picnic day in lieu (pro rata for hours worked).
- 7.16.2 The Picnic Day accrual will be allocated to employees in the next full pay period following the gazetted Bank Holiday. The Picnic Day is non accumulative. Where a Picnic Day is not taken within the calendar year from the date it accrues it is forfeited.

**7.17 Payment of Wages and Membership Allowances**

- 7.17.1 Each employee will be paid fortnightly as determined by the Credit Union and advised to the employee.
- 7.17.2 Each employee's net pay will be credited to his or her account with the Credit Union.
- 7.17.3 Transactions: In recognising that employee's have their pay paid directly into their Credit Union account, employees will be entitled to free transactions of up to \$15 per month on any one Community First savings account. Accounts will be converted to the member terms as from the date of termination. Where employees have multiple Community First products, they will be entitled to the same allowance relevant to Community First Members on those accounts.
- 7.17.4 Discounted lending is applicable to Employment Groups C and D as outlined in Schedules 5 and 6.



## Schedule 1: Remuneration framework

<b>Senior Talent – Full Time Equivalent (FTE) Annual Salary</b>				
<i>Role Level</i>	<i>Span of Talent</i>	<i>Annual Salary payable from the first full pay period to commence after the date that the majority of employees vote in favour of approving the agreement in accordance with Clause 5.1.3</i>	<i>Annual Salary payable from the first full pay period to commence on or after the first anniversary of the date the EA is approved by the FWC</i>	<i>Annual Salary payable from the first full pay period to commence on or after the second anniversary of the date the EA is approved by the FWC</i>
<b>Level 1</b>	<i>Onboarding</i>	\$40,726	\$41,846	\$43,101
<b>Level 2</b>	<i>Onboarding</i>	\$43,296	\$44,487	\$45,822
<b>Level 3</b>	<i>Performing</i>	\$46,841	\$48,129	\$49,573
<b>Level 3.1</b>	<i>Achieving</i>	\$51,642	\$53,062	\$54,654
<b>Level 4</b>	<i>Achieving</i>	\$53,868	\$55,349	\$57,009
<b>Level 4.1</b>	<i>Achieving</i>	\$58,551	\$60,161	\$61,966
<b>Level 4.2</b>	<i>Emerging Talent</i>	\$61,479	\$63,170	\$65,065
<b>Level 5</b>	<i>Emerging Talent</i>	\$64,407	\$66,178	\$68,163
<b>Level 6</b>	<i>Emerging talent</i>	\$69,090	\$70,990	\$73,120

<b>Junior Talent</b>	
<b>Age</b>	<b>% of Applicable Senior rate</b>
16 years or less	50
At 17 years	60
At 18 years	70
At 19 years	80
At 20 Years	90

## Schedule 2: Classification Structure

Role level	Level 1	Level 2	Level 3
<p>Role levels 1 – 3 are the entry levels at Community First and will generally apply as follows:</p> <ul style="list-style-type: none"> <li>- level 1 is designed for employees with nil or limited workplace experience or those employees employed for basic office duties only. This may include unpaid work experience roles where CFCU makes a decision to remunerate.</li> </ul>	<p>Based on Position Description for the role, a level one (1) position is one in which employees work within established routines, methods and procedures that are predictable and may require the employee to exercise limited discretion. Requires direct or ongoing supervision and has the ability to:</p> <ul style="list-style-type: none"> <li>- apply basic office procedures, including filing; mail sorting</li> <li>- operate basic office equipment, including PC's, phone's and faxes;</li> <li>- undertake data entry, transactions, enquiries;</li> <li>- respond to enquiries, using general knowledge</li> </ul>	<p><b>In addition to Level 1:</b></p> <p>Based on Position Description for role, employees at this level are responsible for their own work within established guidelines, using a more extensive range of skills and knowledge.</p> <p>Employees will work more autonomously, referring more complex problems. Level 2 employees will have the ability to:</p> <ul style="list-style-type: none"> <li>- process standard member applications and documentation</li> <li>- undertake cashiering functions</li> <li>- concierge</li> <li>- respond to member and external enquiries, using detailed knowledge of the</li> </ul>	<p><b>In addition to Level 2:</b></p> <p>Based on the Position description for role, employees at this level can perform task and service requirements using a more extensive range of skills and knowledge. This level encompasses discretion in achieving outcomes including a delegation of authority consistent with the job function and within established policies and guidelines. Level 3 employees will have the ability to:</p> <ul style="list-style-type: none"> <li>- undertake special projects, prepare reports</li> <li>- draft of routine correspondence</li> <li>- respond to member enquires across a wide range of products and services</li> </ul>
<p>Level 1 and 2 requires direct or ongoing supervision.</p> <ul style="list-style-type: none"> <li>- Level 3 is designed for employees who join the organisation bringing developed skills in the relevant position or an existing employee currently at level 2 who is deemed competent to move to level 3.</li> </ul>			

<p>Level 3 employees can work autonomously and will hold general workplace skills equivalent to a Certificate III.</p>	<p>of CF processes.</p>	<p>business</p> <ul style="list-style-type: none"> <li>- draft correspondence appropriate to the job function</li> <li>- organise own work schedule</li> <li>- assist other staff members with finding information</li> </ul>	<p>including loans products</p> <ul style="list-style-type: none"> <li>- take responsibility for own performance</li> <li>- may support others new to the organisation</li> </ul>
<p><b>Indicative roles</b></p>	<p>Filing clerk, scanning, mailing room, new entrant trainee or new entrant to workforce.</p>	<p>Data processing, administration officer, sales consultant with less than 12 months relevant experience.</p>	<p>Receptionist, sales consultant including call centre (inbound), member administration roles, helpdesk type roles, accounts payable / receivable clerks, lending processing / administration.</p>
<p><b>Skills, Knowledge and Experience</b></p>	<p>Commenced a traineeship program or similar and currently undertaking CFCU minimum training requirements relevant to the role.</p>	<p>Commenced a traineeship program or equivalent and currently undertaking CF minimum training requirements relevant to the role; <b>or</b> Commenced with CFCU at Level 1 and have completed all training commitments, along with 12 months experience.</p>	<p>New to CFCU bringing relevant experience skills and knowledge to the workplace; <b>or</b> Existing Level 2 employees who have demonstrated skills, knowledge and competence in role and have completed all training commitments and hold a minimum certificate III level qualification (or equivalent) along with a minimum 12 months experience.</p>

Level – 3.1		Level – 4		Level 4.1	Level 4.2
<p>Role level</p> <p>Levels 3.1 to 4.2 are applicable to roles where:</p> <ul style="list-style-type: none"> <li>- the employee is new to a role that requires a higher level of skills and knowledge and individual responsibility; or</li> <li>- the employee is accomplished at level 3.1 and seeking job enlargement; or</li> <li>- the employee is working in a level 3 role but has mastered the role and been accepted and actively participating in the talent pool</li> </ul>	<p><b>In addition to Level 3:</b></p> <p>Based on the Position Description for the role, employees at this level have demonstrated responsibility and accountability for their own work, have met the requirements at level 3 and performing at a higher level than peers in equivalent roles.</p> <p>Level 3.1 may also be the entry level to employees in specialty areas and/ or commencing advanced administrative back office duties.</p>	<p><b>In addition to Level 3.1:</b></p> <p>Based on the Position Description for role, employees at this level have the capacity to undertake additional responsibilities and/or performance in terms of measurable business contribution and may be expected to provide direction for others. This level includes those employees who may:</p> <ul style="list-style-type: none"> <li>- manage and maintain service standards</li> <li>- participate, implement and maintain effective controls such as procedures;</li> <li>- prepare reports;</li> <li>- take responsibility for own role and</li> </ul>	<p><b>In addition to Level 4:</b></p> <p>Based on the Position Description for the role, employees at this level will meet all the criteria for level 4 and take full ownership of role and required tasks and seek and have the ability for job enlargement and enrichment and be multi skilled across relevant work area.</p> <p>In addition to level 4 employees at this level may:</p> <ul style="list-style-type: none"> <li>- identify and develop procedures and service standards to make improvements</li> <li>- can accommodate broader responsibilities in</li> </ul>	<p><b>In addition to Level 4.1</b></p> <p>Based on the Position Description for the role, employees at this level will meet all the criteria for level 4.1.</p>	<p><b>In addition to Level 4.2</b></p> <p>Based on the Position Description for the role, employees at this level will meet all the criteria for level 4.1.</p>

<p>Can work within delegation limits set for the role.</p> <p>Minimum Qualifications may apply to some roles and include:</p> <p>ASIC Tier II; Certificate III or IV in relevant field eg: Financial Services; Call Centre; Business, IT, Accounting etc.</p> <p><b>Indicative roles</b></p>		<p>performance</p> <ul style="list-style-type: none"> <li>- oversee and support others day to day operations</li> </ul>	<p>their day to day work</p> <ul style="list-style-type: none"> <li>- participate in special projects and change management initiatives</li> <li>- assist the manager with management tasks</li> </ul>	
	<p>Employees selling, processing or credit assessing consumer lending (non residential mortgage loans), finance and accounting, collections, IT, HR, Marketing, Member administration, call centre (outbound) and other speciality areas.</p> <p>A talent pool member from level 3 roles may also be classified as level 3.1.</p>	<p>Employees with experience at 3.1 level. Employees selling, processing, undertaking credit analysis or credit assessing consumer lending and residential mortgage loans. Finance and accounting, collections, IT, HR, marketing and other speciality areas.</p>	<p>Employees with experience in level 4 roles and who demonstrate the meeting of the criteria for level 4.1 on an ongoing basis. Employees selling, originating, processing, undertaking credit analysis or credit assessing complex consumer lending and complex residential mortgage loans. Finance and accounting, IT, HR, marketing and other speciality areas.</p> <p>This level may include a</p>	<p>Employees with experience in level 4.1 roles and who demonstrate the meeting of the criteria for level 4.2 on an ongoing basis.</p> <p>Employees who hold a higher credit delegation authority and has the experience and capacity and who regularly assess complex loans.</p> <p>This level may include employees being groomed for management positions.</p>

			<p>relief sales consultant being groomed for store management (talent pool member).</p>	
<p><b>Skills, Knowledge and Experience</b></p>	<p>Completed all minimum training requirements and currently undertaking, or have completed further training relevant to the role.</p>	<p>Minimum 12 months experience at 3.1 level. Experience to support lending accreditation and hold a basic delegated lending authority (where required). Completed all minimum training requirements and hold a minimum certificate IV level qualification in the area of expertise plus relevant experience or demonstrated equivalent experience and willingness to undertake further education.</p>	<p>Minimum 12 months experience in equivalent level role. Experienced to support lending accreditation and hold a mid to higher level delegated authority (where required). Experienced in assessing complex loan proposals. Completed all minimum training requirements for the role and undertaken further training in relevant field.</p>	<p>Minimum 12 months experience in equivalent level role. Experienced in assessing complex loan proposals and holds a higher delegation authority. Completed all minimum training requirements for the role and undertaken further training in relevant field.</p>

Role level	Level 5	Level 6
<p>Levels 5 and 6 are applicable to roles where the employee:</p> <ul style="list-style-type: none"> <li>- is responsible for daily operational decision making, policy, procedures and standards being fully implemented.</li> <li>- providing advice and on-the-job trouble shooting;</li> <li>- is a team leader / supervisory or manager of small team;</li> <li>- may be a talent pool member developing succession skills to manage a large team or speciality</li> </ul> <p>Requires tertiary or specialist accreditation, qualification and /or experience.</p> <p>Minimum Qualifications:</p> <p>Frontline Certificate IV or diploma or equivalent with relevance to the specialist role. i.e. management, human resources, marketing, IT , accounting, business, lending etc.</p> <p><b>Indicative roles</b></p>	<p><b>In addition to Level 4.1 &amp; 4.2</b></p> <p>Based on the Position Description for role a level 5 employee will be achieving all the requirements of their role plus hold extensive multi skills in relevant work area and active participation in commercial and business activities. In addition to level 4.1 capabilities, Level 5 employees may:</p> <ul style="list-style-type: none"> <li>- establish agreed performance standards and drives own performance with regular feedback to manager;</li> <li>- promote and contribute to a self managed team environment</li> <li>- coach others on a regular basis</li> <li>- undertake supervisory or managerial responsibilities for short periods or responsible for small team</li> </ul>	<p><b>In addition to Level 5</b></p> <p>Based on the Position Description for role a level 6 employee will be emerging talent with extensive skills and knowledge of the operational requirements of the organisation and the speciality area to which the employee is employed, and how this aligns to the overall achievement of the corporate objectives. Level 6 employees may:</p> <ul style="list-style-type: none"> <li>- understand financial profit and loss (both financial and non financial);</li> <li>- have the ability to implement and manage an operational plan and / or budget;</li> <li>- promote and contribute to a continuous learning culture</li> <li>- assist employees reach their potential and manage under performance with fairness and integrity</li> <li>- works with teams to establish performance goals, measures and individual KPI's</li> <li>- lead self and others through change to achieve a successful outcome</li> </ul>
	<p>Specialty role including more complex loans such as home loans. Have commenced development of skills in commercial lending.</p>	<p>Advanced skills in speciality roles, team leader, supervisor or manager of small team.</p>

	<p>May include Sales and Service Specialists.</p> <p>Advanced skills and leadership in credit analysis, accounting, collections, IT, HR, marketing, member administration, and other specialty areas.</p> <p>A talent pool member from level 4.1 roles may also be classified as level 5.</p>	<p>A talent pool member for management of a larger team or specialty role. May include Sales and Service Specialists.</p>
<p><b>Skills, Knowledge and Experience</b></p>	<p>Minimum 2 years experience in equivalent level role.</p> <p>Completed all minimum training requirements and currently undertaking, or have completed further training relevant to the role or the organisations succession planning framework.</p>	<p>Minimum 3 years experience in equivalent level role.</p> <p>Completed all minimum training requirements, further education and training relevant to current or previous roles and currently studying relevant management programs.</p>



## Schedule 3: Employment group A

### EMPLOYMENT GROUP A

**Definition**

Means full time employees employed by Community First prior to the merger date with Elcom Credit Union of 1<sup>st</sup> November 2006 and the lodgement date of the FSU/Community First Credit Union Limited Workplace Agreement 2007-2009 of 12<sup>th</sup> July 2007

**Types of Employment and Ordinary hours of work**

The ordinary hours of work for full time employees is 36 hours per week

**Rostered Days Off**

All full time employees who work 7 hours and 35 minutes per day exclusive of breaks shall be entitled to a rostered day off (RDO) each month. This system will be implemented by rostering the employee off duty for one day during the month.

The employee and supervisor will negotiate when to schedule the RDO pursuant to the employee's preference and the operational requirements of Community First.

Where an RDO cannot be taken during the month it should be taken as soon as is practicable during the next month.

Upon consultation with their supervisors, employees may accumulate a maximum of two RDOs to be taken at a mutually agreed time. A maximum of 12 RDOs can be taken in a calendar year.

RDOs will not accrue during periods of Long Service Leave, Workers Compensation or Extended Sick Leave. (Extended Sick Leave means sick leave which is greater than one month).

**Schedule 4: Employment group B****EMPLOYMENT GROUP B*****Definition***

*Means part time employees employed under the FSU/Community First Workplace Agreement 2007-2009 and have Saturdays as part of their ordinary hours.*

***Ordinary Hours on Weekends***

All hours worked on a Saturday as ordinary hours shall attract a 50% loading. (This clause shall also apply to casual employees employed prior to the commencement of the *Community First Credit Union Enterprise Agreement 2010 – 2013*)

## Schedule 5: Employment group C

<b>EMPLOYMENT GROUP C</b>
<p><b>Definition</b></p> <p>means all employees employed in permanent employment prior to the approval date of the Community First Credit Union Enterprise Agreement 2010 -13.</p>
<p><b>Discounted Lending</b></p> <p>Applies to, employees who utilise the condition at the commencement of the 2010 -2013 agreement.</p> <p>Further, a retrenched employee utilising this condition may continue existing housing loans from Community First on concessional staff terms for a period of three (3) months from the date of termination of employment. Any changes to interest rates or other conditions applicable to such loans will also apply to this period. This subclause will not apply if the retrenched employee joins a new employer who provides concessional loan facilities.</p> <p>Where a loan is re-negotiated no later than the end of the three (3) month period, Community First will meet all Community First fees and charges and if requested will give every consideration to maintaining existing loan repayment levels and the extension of the term of the loan.</p> <p>Any cheque or savings accounts will be converted to the member terms as from the date of expiry of the formal notice of retrenchment.</p>
<p><b>Redundancy Payment Conditions</b></p> <ul style="list-style-type: none"> <li>(a) Five weeks salary for the first full year of service, or pro rata equivalent for those with less than one full year of service.</li> <li>(b) Two weeks salary for each subsequent year of continuous service to 10 years.</li> <li>(c) Three weeks salary for each subsequent year of continuous service.</li> <li>(d) Plus a pro-rated payment for each completed month of service in the final part of service.</li> <li>(e) The maximum payment shall be 52 weeks pay.</li> </ul>

## Schedule 6: Employment group D

<b>EMPLOYMENT GROUP D</b>	
<b>Definition</b>	<i>means all employees employed in permanent positions with Northern Beaches Credit Union prior to the merger date with Community First Credit Union of 1<sup>st</sup> December 2015.</i>
<b>Concessional Lending</b>	<p>Applies to, employees who were employed by Northern Beaches Credit Union prior to the merger date of 1 December 2015 and utilised this condition on products approved before 1 December 2015.</p> <p>Further, a retrenched employee utilising this condition may continue loans on concessional staff terms for a period of one (1) month from the date of termination of employment. Any changes to interest rates or other conditions applicable to such loans will also apply to this period.</p> <p>Any cheque or savings account will be converted to the member terms as from the date of expiry of the formal notice of retrenchment.</p>
<b>Redundancy Payment Conditions</b>	<ul style="list-style-type: none"> <li>(a) Four weeks salary for the first full year of service, or pro rata equivalent for those with less than one full year of service.</li> <li>(b) 2 weeks salary for each subsequent year of continuous service.</li> <li>(c) Plus a pro-rated payment for each completed month of service in the final part of service.</li> <li>(d) The maximum payment shall be 32 weeks pay.</li> </ul>

## Schedule 7: Long Service Leave

### Long Service Leave

A summary of the accrual rate applicable to each employment category is specified below:

Period of Service	Category 1 Employed by Elcom Credit Union on or after 1/12/98 prior to the merger with CFCU on 1/11/06.	Category 2 Employed by Elcom Credit Union before 1/12/98 prior to the merger with CFCU on 1/11/06.	Category 3 Employed by Community First before 12/1/00 prior to the merger with Elcom Credit Union on 1/11/06.	Category 4 Employed by Community First Credit Union on or after 29 November 2010	Category 5 Employed by Northern Beaches Credit Union prior to the merger with CFCU on 1/12/15.	Category 6 All other employees not specified in Categories 1-5
1 <sup>st</sup> 10 years	1.3 weeks per year	1.3 weeks per year	1.3 weeks per year	1 week per year	1.3 weeks per year	1.3 weeks per year
2 <sup>nd</sup> 10 years	1 week per year	1.3 weeks per year	1.7 weeks per year	1 week per year	1.3 weeks per year	1 week per year
After first 20 years	1 week per year	1.3 weeks per year	2.2 weeks per year	1 week per year	1.3 weeks per year	1 week per year



**Signatures of Bargaining Representatives**

I confirm that this is a true copy of the Agreement which was made between Community First Credit Union Ltd and the Bargaining Representatives to the Agreement known as the Community First Credit Union Enterprise Agreement 2017 - 2020:

