



# DECISION

*Fair Work Act 2009*

s 185 - Application for approval of a single-enterprise agreement

## **Encompass Credit Union Limited**

(AG2014/1867)

## **ENCOMPASS CREDIT UNION LIMITED ENTERPRISE AGREEMENT 2014-2017**

Banking finance and insurance industry

DEPUTY PRESIDENT SAMS

SYDNEY, 15 AUGUST 2014

*Application for approval of the Encompass Credit Union Limited Enterprise Agreement 2014-2017.*

[1] This is an application, pursuant to s 185 of the *Fair Work Act 2009* (the ‘Act’), filed by Encompass Credit Union Limited (the ‘applicant’) which seeks the approval of the Fair Work Commission (the ‘Commission’) of a single enterprise agreement to be known as the *Encompass Credit Union Limited Enterprise Agreement 2014-2017* (the ‘Agreement’). The Agreement was negotiated with the Finance Sector Union of Australia (the ‘Union’) and is to cover 43 employees, except for those who earn more than \$105,000, who are employed at the applicant’s credit union branches in Hamilton and in metropolitan Sydney, New South Wales. For the purposes of s 186(3) of the Act, I am satisfied that the group of employees to be covered by this Agreement has been fairly chosen.

[2] The employees were last notified of their representational rights on 17 January 2014, and voting for the Agreement’s approval took place between 9 and 16 July 2014. The time limits under s 181(2) of the Act are thereby satisfied. In a ballot, 34 of the 37 employees who cast a valid vote, agreed to approve the Agreement. The application for approval of the Agreement was lodged on 7 August 2014, thereby satisfying s 185(3) of the Act.

[3] In the Employer’s Declaration in support of the application (Form F17) Mr B *Bennett*, Chief Executive Officer, identified the *Banking, Finance and Insurance Award 2010*

[MA000019] and the *Credit Union Award 1998* [AP772291] as the relevant reference instruments for the purposes of the Better Off Overall Test (the 'BOOT'). Mr Bennett said that the Agreement does contain some terms and conditions that are less beneficial than those under the reference instruments, including less generous overtime entitlements. However, the Agreement provides for a number of terms and conditions that are more beneficial than, or in excess of the reference instruments, including higher rates of pay, shorter weekly hours and enhanced severance entitlements. I am satisfied that the Agreement passes the BOOT. The Agreement provides for the mandatory flexibility and consultation terms at clauses 10 and 12 respectively, and a disputes resolution procedure at clause 34 provides for conciliation and arbitration by the Commission.

[4] At a hearing of the application on 7 August 2014, Ms L *Edmonds-Colley* appeared for the applicant and Mr D *Peddie* for the Union. The Union had filed a Declaration in relation to the application (Form 18) supporting the approval of the Agreement and giving notice that it wishes to be covered by the Agreement (s 183). For the purposes of s 201(2) of the Act, I note that the Union is to be covered by the Agreement. Ms *Edmonds-Colley* outlined the main features of the Agreement and submitted that all of the legislative requirements for approval of the Agreement have been satisfied and the Agreement should be approved by the Commission. She explained that rates of pay are to be increased by 2.5% or in accordance with the annual Consumer Price Index in the March quarter, whichever is the greater, on 1 July 2014, 1 July 2015 and 1 July 2016, though this entitlement can be reduced for poor performance or disciplinary issues. The Agreement also provides for additional payments where the applicant achieves a return on assets of 0.5% or higher. Mr *Peddie* supported the submissions of Ms *Edmonds-Colley*.

[5] Having heard the parties' submissions and upon reviewing the terms of the preapproval process documentation and the Agreement itself, I am satisfied that all of the requirements of the Act, in particular ss 180, 186, 187 and 188, in so far as relevant to this application, have been met. Accordingly, I approve a single enterprise agreement known as the *Encompass Credit Union Limited Enterprise Agreement 2014-2017*. Pursuant to s 54 of the Act, the Agreement shall operate from 14 August 2014 and have a nominal expiry date of 30 June 2017.



DEPUTY PRESIDENT

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**ENCOMPASS**

**ENTERPRISE AGREEMENT  
2014-2017**

**1. TITLE**

This Agreement shall be known as the Encompass Credit Union Limited Enterprise Agreement 2014-2017.

**2. ARRANGEMENT**

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### 3. DEFINITIONS

“Act” means the Fair Work Act 2009 ‘as amended’

“Agreement” means this Enterprise Agreement

“Award” means the Banking, Finance and Insurance Award 2010

“Employer” means Encompass Credit Union Limited.

“Employee” means an employee of the employer.

“FSU” means Finance Sector Union

“FWC” means Fair Work Commission, the national workplace relations tribunal.

“The Credit Union” means Encompass Credit Union Limited (ABN 43 087 650 011)

“Mutual Agreement” means where agreement is made openly, freely and honestly through consultation in the absence of coercion and where no party unreasonably withholds agreement.

“NES” means the National Employment Standards in the Fair Work Act 2009.

“Base Rate of Pay” means the rate of pay payable to the employee for his or her ordinary hours of work, but not including any of the following:

- incentive-based payments and bonuses;
- loadings;
- monetary allowances;
- overtime or penalty rates; and/or
- any other separately identifiable amounts.

### 4. OBJECTIVES

4.1. This Agreement seeks to:

- (a) Ensure that the relationship between the parties supports the maintenance of constructive industrial relations between the Credit Union and its staff members.
- (b) Improve the productivity and efficiency of the Credit Union to the significant benefit of its stakeholders, including staff members and Credit Union members.

### 5. PARTIES COVERED (see FW Act s.53)

This Agreement covers and is binding on Encompass Credit Union Limited (the Credit Union) and any successor organisation in respect of:

- (a) employees and the employees of the Credit Union who perform roles that fall within the classification of Levels 1 to 6 as outlined in Clause 38;
- (b) employees with a total remuneration package up to and including \$105,000; and
- (c) the FSU, if so determined by the Fair Work Commission.

**6. RELATIONSHIP TO THE AWARD**

This Agreement incorporates in its entirety the Banking, Finance and Insurance Award 2010. Where there is any inconsistency between the terms of this Agreement and the terms of the Award, this Agreement shall apply. This Agreement replaces all previous agreements and understandings, whether written or verbal.

This Agreement will not apply to reduce any entitlements provided by the National Employment Standards (NES).

**7. DATE AND PERIOD OF OPERATION**

This Agreement will come into operation 7 days after it has been approved by the Fair Work Commission and will remain in operation for a period of 3 years to the nominal expiry date of 30 June 2017.

**8. NO EXTRA CLAIMS**

It is agreed by the parties to this Agreement that no extra claims will be made, be they monetary or related to conditions, during the life of this Agreement.

**9. RENEGOTIATION OF AGREEMENT**

The parties agree to commence discussions on a new agreement at least six months prior to the expiry date of this Agreement.

**10. INDIVIDUAL FLEXIBILITY ARRANGEMENTS**

10.1. The Credit Union and an employee covered by this Enterprise 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;
  - v. leave loading; and
- (b) the arrangement meets the genuine needs of the Credit Union and employee in relation to 1 or more of the matters mentioned in paragraph (a); and
- (c) the arrangement is genuinely agreed to by the Credit Union and employee.

10.2. The Credit Union must ensure that the terms of the individual flexibility arrangement:

- (a) are about permitted matters under section 172 of the *Fair Work Act 2009*;
- (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.

10.3. The Credit Union must ensure that the individual flexibility arrangement:

- (a) is in writing;
- (b) includes the name of the Credit Union and employee;

- (c) is signed by the Credit Union and employee and if the employee is under 18 years of age, signed by a parent or guardian of the employee;
  - (d) includes details of:
    - i. the terms of the Enterprise Agreement that will be varied by the arrangement;
    - ii. how the arrangement will vary the effect of the terms;
    - 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.
- 10.4. The Credit Union must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- 10.5. A cooling off period of seven days from the signing of an individual flexibility agreement shall apply, during which the employee or Credit Union may cancel the individual flexibility arrangement by giving 48 hours notice to either party.
- 10.6. The Credit Union or 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 the Credit Union and employee agree in writing - at any time.
- 10.7. Where the Credit Union and an employee enter into an individual flexibility arrangement the Credit Union will:
- (a) notify the FSU that an arrangement is in place; and
  - (b) inform the FSU of the terms that have been varied.

## **11. FLEXIBLE WORKING ARRANGEMENTS**

Flexible working arrangements are associated with the National Employment Standards (NES) and include:

- hours of work (i.e. working less hours or changing start or finish times)
- patterns of work (i.e. working 'split shifts' or job sharing)
- the place of work (i.e. work location)

- 11.1. An employee has the right to request flexible working arrangements if they:
- (a) are a parent or guardian of a child who is school age or younger;
  - (b) are a carer (as defined in the *Carer Recognition Act 2010*);
  - (c) have a disability;
  - (d) are 55 years of age or older;
  - (e) are experiencing family or domestic violence; or
  - (f) are caring for or supporting an immediate family or household member who requires care or support because of family or domestic violence.



To be eligible to request flexible working arrangements the employee must also have been employed with the Credit Union for at least 12 months or are a casual employee who has been employed regularly and systematically for at least 12 months and is likely to continue working regularly.

- 11.2. Employees must submit requests for flexible working arrangements in writing, the written request must include:
- (a) what working arrangements the employee wishes to change; and
  - (b) the reasons why the employee is asking for the change.
- 11.3. The Credit Union will consider all written requests for flexible working arrangements and respond in writing within 21 days. The Credit Union may refuse a request for flexible working arrangements based on reasonable business grounds.

## **12. CONSULTATION**

- 12.1. This term applies if:
- (a) the Credit Union has made a definite decision to introduce a major change to production, program, organisation, structure, or technology in relation to its enterprise; and
  - (b) the change is likely to have a significant effect on employees of the enterprise.
- 12.2. The Credit Union will notify the relevant employees of the decision to introduce the major change.
- 12.3. The relevant employees may appoint a representative for the purposes of the procedures in this term which may be the FSU.
- 12.4. If:
- (a) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
  - (b) the employee or employees advise the Credit Union of the identity of the representative;
- the Credit Union will recognise the representative.
- 12.5. As soon as practicable after making its decision, the Credit Union will:
- (a) discuss with the relevant employees:
    - i. the introduction of the change; and
    - ii. the effect the change is likely to have on the employees; and
    - iii. measures the Credit Union is taking to avert or mitigate the adverse effect of the change on the employees; and
  - (b) for the purposes of the discussion - provide, in writing, to the relevant employees:
    - i. all relevant information about the change including the nature of the change proposed; and

- ii. information about the expected effects of the change on the employees; and
  - iii. any other matters likely to affect the employees.
- 12.6. However, the Credit Union is not required to disclose confidential or commercially sensitive information to the relevant employees.
- 12.7. The Credit Union must give prompt and genuine consideration to matters raised about the major change by the relevant employees.
- 12.8. In this term, a major change is likely to have a significant effect on employees if it results in:
  - (a) the termination of the employment of employees; or
  - (b) major change to the composition, operation or size of the Credit Union's workforce or to the skills required of employees; or
  - (c) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
  - (d) the alteration of hours of work; or
  - (e) the need to retrain employees; or
  - (f) the need to relocate employees to another workplace; or
  - (g) the restructuring of jobs.
- 12.9. In this term, relevant employees means the employees who may be affected by the major change.

### **13. TYPES OF EMPLOYMENT**

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

- (a) Full time employment means an employee who is engaged to work an average of 36 hours and 50 minutes per week.
- (b) Part time employment means an employee who is engaged to work on average fewer than 36 hours and 50 minutes 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) Fixed term employment means an employee who is engaged to work for a specific period of time. They are not entitled to redundancy or redeployment provisions under this agreement.

Existing full time, part time and casual employees will not, without mutual consent, be required to enter into a fixed term contract during the term of this agreement.

- (d) Casual employment means an employee who is engaged on a casual basis where ordinary hours of work are the lesser of an average of 36 hours and 50 minutes per week. 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 time or part time employment including annual leave, personal/carer's leave, notice of termination and redundancy benefits.

## **14. HOURS OF WORK**

- 14.1. The span of ordinary hours for all employees shall be from 7.00am to 7.00pm Monday to Friday and 8.00am to 12.00pm Saturday. Commencing and ceasing times within the span of hours may be staggered by the employer to improve operational efficiency.
- 14.2. Provided that on not more than one (1) night per week, which shall be specified in advance by the Credit Union, the span of ordinary working hours may be worked up to 9.00pm. It is recognised that the specified night may vary between locations but shall not be for more than one (1) night per week per location.
- 14.3. For full-time employees, ordinary hours of work exclusive of meal breaks, will be an average of 73 hours 40 minutes over a two week cycle. A normal working week will be any 5 consecutive days worked between Monday and Friday.
- 14.4. Full-time and part-time employees may by mutual agreement work up to ten (10) hours on any given day as ordinary time.
- 14.5. No employee shall work more than ten (10) days in each fortnight, except under extraordinary circumstances or by mutual agreement between the Credit Union and the employee.
- 14.6. Where the Credit Union proposes to change an employee's regular roster or ordinary hours of work the Credit Union will:
- (a) provide to the employee or employees all relevant information about the proposed change, provided that the Credit Union is not required to disclose confidential information, the disclosure of which would be contrary to the employer's interests;
  - (b) invite the employee or employees affected to give their views about the impact of the proposed change; and
  - (c) commence the consultation as early as practicable.

Changes to an employee's current hours will be freely and mutually agreed between each employee and their manager, following full and open, non-coercive discussion on the needs of each. These discussions will take into account the personal, family (including child care), transport arrangements and financial needs of the employee and the business needs of the Credit Union.

The Credit Union is not required to consult where an employee is engaged as a casual and their hours of work are deemed to be irregular, sporadic or unpredictable.

- 14.7. When an employee is asked to work beyond their normal finishing time and where the usual means of transport is either unavailable, impracticable or unsafe, the Credit Union will arrange suitable transport for the employee between the place of work and the employee's place of residence provided that where an employee chooses to use their own motor vehicle with the agreement of the Credit Union they will be reimbursed for kilometers in terms of Clause 17.1 of this Agreement.
- 14.8. Meal breaks will be no less than 30 minutes nor more than 1 hour, as determined by the Credit Union, provided that an employee will not be called upon to work in excess of 5 hours without a meal break except when the daily hours to be worked are 6 hours without a meal break and the employee applies to work for that extended period without such breaks and the Credit Union agrees. However, in emergency circumstances a meal break may be deferred by mutual agreement.

- 14.9. Full-time employees, who are not in receipt of a total salary package as described in Clause 26.1 and who work hours outside of their normal schedule of hours, are free to choose between paid remuneration and time off in lieu for those hours. Any time off in lieu shall be a time mutually agreeable between the employee and the Credit Union.
- 14.10. Full-time and part-time employees will be eligible for overtime payments after they have worked 73 hours and 40 minutes per fortnight.
- 14.11. Where a part time employee works additional hours above their agreed standard hours up to 36 hours and 50 minutes per week, the additional hours will receive a loading of twenty five percent in lieu of accrual of the following benefits:
- (a) sick leave;
  - (b) annual leave;
  - (c) annual leave loading; and
  - (d) long service leave.

Superannuation will be paid on the loading.

## **15. STAFFING**

- 15.1. The Credit Union recognizes the need for adequate staffing levels in order to meet its service undertakings to members. Staff acknowledge the ongoing cost pressures the Credit Union is experiencing in the current competitive market environment.
- 15.2. The Credit Union is committed to conducting regular reviews of resources to ensure that workplaces have sufficient appropriately trained staff to complete work during ordinary working hours.
- 15.3. Job sharing and multi-skilling have been introduced in order to provide a pool of trained staff sufficient to maintain adequate staffing levels.
- 15.4. Relief staff arrangements will be established for instances of scheduled absences (annual leave/long service leave) and unscheduled absences (without prior notice) in all frontline locations (branches). The arrangement will be accessible in cases where a position cannot be filled from within the branch.
- 15.5. Relief staff arrangements will be established for instances of extended scheduled absences (annual leave/long service leave) in the support office. Approval to access the relief arrangement will be negotiated at the time the leave is approved.
- 15.6. The Credit Union commits to advertising and filling vacancies where possible in a timely manner.

## **16. OVERTIME**

- 16.1. Full-time and part-time employees will be eligible for overtime payments after they have worked 73 hours and 40 minutes per fortnight or for any time worked outside of the span of hours.
- 16.2. Overtime will be paid at a rate of time and a half for the first three hours and double time thereafter calculated on a fortnightly basis.
- 16.3. Time in lieu of overtime
- (a) An employee may elect, with the consent of the Credit Union, to take time off in lieu of payment for overtime at a time or times agreed with the Credit Union.

- (b) Overtime taken as time off in lieu of overtime during ordinary time hours will be taken at the ordinary time rate that is an hour for each hour worked.
- (c) If time in lieu of overtime has not been taken within 4 weeks of accrual, the employee may elect to be paid for the overtime at the appropriate penalty rate.

16.4. Full-time employees, who are not in receipt of a total salary package as described in Clause 26.1 and who work hours outside of their normal schedule of hours, are free to choose between paid remuneration and time off in lieu for those hours. Any time off in lieu shall be a time mutually agreeable between the employee and the Credit Union.

## **17. ALLOWANCES**

17.1. The following allowances will be paid in accordance with the Banking, Finance and Insurance Award 2010, as amended from time to time:

- (a) first aid
- (b) meal allowance
- (c) motor vehicle allowance
- (d) variation of allowances

17.2. Higher duties allowance

Any employee required to take on the additional responsibilities of a supervisor/manager on a stand in basis for a full day will be paid the greater of the following:

- (a) the difference between the employee's normal salary and the minimum base salary for the higher graded position as per Clause 38 of this Agreement; or
- (b) a daily allowance of \$15.00.

17.3. Travel

- (a) When an employee, in the course of their duty, is required other than in ordinary working hours to go to any place away from their usual place of employment, they will be paid all reasonable expenses actually incurred.

Where an employee, in the course of their duty, is required to travel to any place away from their usual place of employment outside ordinary working hours, they must be paid all reasonable expenses actually incurred plus payment at half the ordinary rate from the time the travelling time exceeds the normal travel time from home to work. Provided that no extra payment is payable when an employee is being paid overtime for the time spent travelling.

- (b) Where an employee, in the course of their duty, is required to travel in excess of 85km away from their usual place of employment outside ordinary working hours, they must be paid all reasonable expenses actually incurred plus payment at their ordinary rate from the time the travelling time exceeds the normal travel time from home to work. Provided that no extra payment is payable when an employee is being paid overtime for the time spent travelling.

17.4. Standby and call back

- (a) Where an employee is rostered on standby outside their ordinary working hours they will be paid the following daily allowance:

<b>Days</b>	<b>Allowance</b>
Monday – Friday	\$20
Saturday, Sunday and Public Holidays	\$35

- (b) Where an employee is rostered on standby and is called back to work they will be paid in accordance with Clause 16 of this agreement.
- (c) Where a part time employee is rostered on standby and is called back to work Clause 14.11 will apply.
- (d) Employees are not obligated to accept a request to be rostered on standby however where an employee has agreed to be rostered on standby there is an expectation that if called upon to work they will do so.

**18. ANNUAL LEAVE**

18.1. Full-time employees shall be entitled to 20 working days (4 weeks) annual leave with a loading of 17.50%. The leave accrues progressively during service and can be taken as accrued.

18.2. Part-time employees receive the same entitlements as a full-time employee on a pro rata basis, with a maximum entitlement of an equivalent to 4 weeks agreed standard hours.

18.3. Employees are encouraged to take their annual leave for their wellbeing and to promote a healthy workplace. Annual leave shall be taken within six months of 4 weeks or pro rata for part-time employees being accrued, unless consent is obtained from an Executive Manager.

18.4. Taking leave in excess of four weeks requires approval by an Executive Manager.

18.5. On termination of service employees will be entitled to payment of all annual leave due, plus any leave loading due.

18.6. Public holidays and other leave

An employee will not be taken to be on annual leave on any public holiday that falls during a period of annual leave provided the employee would normally have worked if that day was not a public holiday.

Should an employee experience a personal injury or illness, have a family or household member experience a serious illness, injury, personal emergency or die or engage in an eligible community service activity during a period of annual leave, subject to the employee satisfying the requirements for taking Personal Leave, Compassionate Leave, Bereavement/Compassionate Leave or Community Services Leave the Credit Union will credit the annual leave balance in respect of the other leave taken.

18.7. Time of taking annual leave

Annual leave will be taken at a time agreed by the Credit Union and the employee. The Credit Union may not unreasonably refuse an employee’s request to take leave. The employee will not give less than 4 weeks notice of the dates preferred for annual leave. In the absence of agreement annual leave may be taken by direction

of the Credit Union, provided that the employee has 8 weeks or more leave accrued and the Credit Union gives no less than 4 weeks notice in writing of the requirement for the employee to take leave.

18.8. Payment on taking leave

Annual leave will be paid at the employee's ordinary rate of pay. Ordinary rate of pay means the total salary and allowances, which the employee would have received in respect of ordinary time worked, had they not proceeded on annual leave.

18.9. Annual leave loading

Employees are entitled to a loading of 17.5% on their payment for periods of annual leave.

Annual leave loading will be paid as and when leave is taken, except where the employee's total remuneration package exceeds the amount defined in Clause 26.1 of this Agreement.

Employee's whose total remuneration package exceeds the amount defined in Clause 26.1 will be paid leave loading annually.

18.10. Cashing out annual leave

An employee may cash out a proportion of their paid annual leave, provided that:

- (a) paid annual leave must not be cashed out if the cashing out would result in the employee's remaining accrued entitlement to paid annual leave being less than 4 weeks; and
- (b) each cashing out of a particular amount of paid annual leave must be by a separate agreement in writing between the Credit Union and the employee; and
- (c) the employee must be paid at least the full amount that would have been payable to the employee had the employee taken the leave that the employee has forgone.

18.11. Leave without pay

Consideration will be given to requests for unpaid leave from an employee provided the application for unpaid leave is in writing and lodged at least one month prior. Applications for unpaid leave require approval from an Executive Manager.

Whilst an employee's continuity of employment is unbroken by a period of authorised leave without pay, an employee does not accrue any annual leave or long service leave entitlements for that period.

**19. PERSONAL/CARERS LEAVE AND COMPASSIONATE LEAVE**

19.1. An employee, other than a casual, is entitled to personal/carer's leave of 10 days per year of permanent service. Personal/carer's leave for permanent part-time employees will be calculated on a pro rata basis based on the standard hours of employment.

19.2. For the purposes of this Agreement, personal/carer's leave is:

(a) Sick leave

Paid leave taken by an employee because of a personal illness, or injury of the employee; or

(b) Carer's leave

Paid or unpaid leave taken by an employee 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:

- a personal illness, or injury of the member; or
- an unexpected emergency affecting the member.

An employee is entitled to take an amount of paid personal/carer's leave if, under this clause, that amount of leave is accrued.

(c) The entitlement to use accrued paid personal/carer's leave for carer's leave purposes is subject to the employee being responsible for the care of the person concerned.

(d) An employee can not take unpaid carer's leave during a particular period if the employee could instead take paid personal/carer's leave.

(e) For the purposes of this Agreement, "immediate family" means a spouse, child, parent, grandparent or sibling of the employee, or the person concerned being a child, parent, grandparent, grandchild, or sibling of a spouse of the employee.

19.3. Personal/carer's leave shall accrue, be credited and paid to employees in accordance with the requirements of Part 2.2 Division 7 of the Act provided that the employees of the Credit Union shall be entitled to the following amounts of personal leave and compassionate leave:

- twelve (12) days paid personal/carer's leave for employees engaged prior to 1 October 1992;
- ten (10) days paid personal/carer's leave for employees engaged from 1 October 1992;
- two (2) days unpaid carer's leave per occasion; and
- up to five (5) days paid bereavement/compassionate leave per occasion.

19.4. Notice

To be entitled to personal/carer's leave during a period, an employee must give the Credit Union notice in accordance with this clause that the employee is (or will be) absent from work during the period because:

(a) of a personal illness or injury of the employee; or

(b) the employee is required to provide care or support to a member of the employee's immediate family, or a member of the employee's household, who requires (or required) care or support because of personal illness, injury or unexpected emergency.



- (c) The notice must be given to the Credit Union as soon as reasonably practicable.

19.5. Documentary evidence

To be entitled to payment for personal/carer's leave, an employee must provide the Credit Union with a document of whichever the following types applies:

- (a) if it is reasonably practicable to do so – a medical certificate from a registered health practitioner; or
- (b) if it is not reasonably practicable for the employee to provide the Credit Union with a medical certificate – a statutory declaration made by the employee.
- (c) Employees will be required to provide a Doctor's certificate when taking personal or carer's leave due to illness the day before or after annual leave and/or a public holiday.
- (d) The required document must be given to the Credit Union as soon as is reasonably practicable.

19.6. Personal/carer's leave shall be fully cumulative.

19.7. Employees shall act in good faith and shall co-operate with the Credit Union in the reasonable management of sick leave.

19.8. Bereavement / compassionate leave

An employee is entitled to up to 5 days compassionate leave when a member of the employee's immediate family or a member of the employee's household:

- (a) contracts or develops a personal illness that poses a serious threat to his or her life; or
- (b) sustains a personal injury that poses a serious threat to his or her life; or
- (c) dies.

For the purpose of this clause the definition of "immediate family" is the employee's spouse, defacto, child, parent, grandparent, grandchild, sibling; or child, parent, grandparent, grandchild, sibling of the employee's spouse/defacto.

19.9. An eligible employee will be paid for personal/carer's/compassionate leave at the employees base rate of pay for the employee's agreed standard hours.

19.10. An employee shall not be entitled to paid leave of absence for any period in respect of which he/she is entitled to workers' compensation.

19.11. Where an absence is expected to continue beyond one month, the employee must contact management to notify them of the intended length of the absence and the approximate date on which the employee will be able to return to work.

**20. LONG SERVICE LEAVE**

20.1. An employee qualifies for long service leave after ten years continuous service in terms of relevant state long service leave legislation (see FW Act s.27(1) &(2)).

20.2. Except in extraordinary circumstances an employee will give three months notice in writing when applying for long service leave. The minimum period of long service leave that may be applied for is two weeks.

20.3. Long service leave is to be taken as soon as practicable after the employee becomes eligible to the leave having regard for the operational requirements of the Credit Union.

20.4. Long service transitional provisions

20.4.1 Employees engaged after 1 April 2009:

Each employee shall be entitled to eight (8) weeks long service leave on completion of ten (10) years service and then prorata there after.

20.4.2 Employees engaged between 22 October 1996 and 1 April 2009:

Each employee shall be entitled to ten (10) weeks long service leave on completion of ten (10) years service and then prorata there after.

20.4.3 Employees engaged prior to 22 October 1996:

- (a) Thirteen (13) weeks long service leave on completion of ten (10) years service.
- (b) Six and a half (6.5) weeks after completion of a further five (5) years service.
- (c) Fifteen (15) calendar days for each further year's service in excess of fifteen (15) years.

## **21. PARENTAL LEAVE**

21.1. Eligibility

The provisions of this clause apply to full time, part time and eligible casual employees, but do not apply to other temporary or casual employees.

21.2. Definitions

For the purpose of this clause

21.2.1 Eligible casual employee means a temporary or casual employee:

- i. who has been employed by the Credit Union on a regular and systematic basis for a sequence or periods of employment during a period of at least 12 months; and
- ii. who has, but for the birth (or expected birth) or the placement (or expected placement) of a child, a reasonable expectation of continuing employment on a regular and systematic basis;

21.2.2 primary care giver means the individual with the sole responsibility for providing care to the child within the family home during normal business hours; and

21.2.3 spouse includes a former spouse or de facto spouse whether of the same or opposite sex.

21.3. Credit Union's responsibility to inform:

21.3.1 On becoming aware that:

- an employee is pregnant; or

- an employee's spouse is pregnant; or
- an employee is adopting a child;

the Credit Union must inform the employee of:

- the employee's entitlements under this clause and the NES; and
- the employee's responsibility to provide various notices under this clause.

#### 21.4. Basic entitlement

21.4.1 After 12 months continuous service employees are entitled to a total of 52 weeks unpaid parental leave in relation to the birth or adoption of their child. Adoption leave may be taken in the case of adoption (see NES FW Act s.70).

Parental leave is to be available to only one parent at a time, in a single unbroken period, except that an employee (who does not have responsibility for the care of the child) may take a period of up to 8 weeks unpaid parental leave concurrently with their spouse (in relation to the birth or placement of a child) (Concurrent Leave).

Absence on personal/carer's leave does not extend the period of unpaid concurrent leave available to an employee under this clause.

The entitlements under Clause 21.5.8 do not extend the period of unpaid concurrent leave available to an employee under this clause.

21.4.2 Unless otherwise agreed by the Credit Union, Concurrent Leave must not commence before the birth or placement of the child or end more than 8 weeks after the birth or placement of the child. This is the only time an employee can take unpaid parental leave at the same time as their spouse.

#### 21.5. Parental leave

21.5.1 An employee must provide notice to the Credit Union at least 10 weeks or as soon as possible in advance of the expected date of commencement of parental leave. The notice requirements are:

- (a) a certificate from a registered medical practitioner which names the person pregnant with the child and the expected date of birth, or states the date on which the birth took place; and
- (b) of the date on which the employee proposes to commence parental leave and the period of leave to be taken - at least 4 weeks.

21.5.2 When the employee gives notice under Clause 21.5.1, the employee must also provide a statutory declaration stating particulars of:

- i. any period of parental leave sought or taken by the employee's spouse; and
- ii. that for the period of parental leave the employee will not engage in any conduct inconsistent with their contract of employment.

21.5.3 The employee will not be in breach of Clause 21.5.1 if failure to give the stipulated notice is as a result of the birth occurring earlier than the presumed date.

- 21.5.4 Unless agreed otherwise between the Credit Union and the employee, the employee may commence parental leave at any time within 6 weeks immediately prior to the expected date of birth.
- 21.5.5 Where a pregnant employee continues to work within the 6 week period immediately prior to the expected date of birth, or where the employee elects to return to work within 6 weeks after the birth of the child, the Credit Union may require the employee to provide a medical certificate stating that:
- (a) the employee is fit to work on her normal duties; and
  - (b) in relation to continuing to work prior to commencing parental leave, a statement about whether it is inadvisable for the employee to continue in her present position because of illness, or risks arising out of the employee's pregnancy or hazards connected with the position.
- 21.5.6 If the employee does not provide the medical certificate requested in Clause 21.5.5, or the medical certificate provides the employee is not fit for work, the Credit Union may require the employee to commence unpaid parental leave as soon as practicable.
- 21.5.7 An employee who is eligible and takes parental leave as the primary carer under Clause 21.4.1 is entitled to:
- (a) a top-up payment of the difference between what the employee on parental leave as the primary carer receives under the Government Parental Leave Scheme and the employee's wage for ordinary working hours for a period of 4 weeks. For part time employees any parental leave payments will be pro-rata based on their normal hours worked;
  - (b) accrue annual and long service leave during the 4 week paid period;
  - (c) payment of superannuation under the Superannuation Guarantee Charge during the 4 week paid period; and
  - (d) an additional 5 days personal/carers leave during the first 12 months of the employees return to work to assist with the necessary support of their child.
- 21.5.8 An employee who is eligible and takes parental leave as the non-primary carer under Clause 21.4.1 is entitled to:
- (a) a top-up payment of the difference between what the employee on parental leave as the non-primary carer receives under the Dad and Partner Pay Scheme and the employee's wage for ordinary working hours for a period of 1 week. For part time employees any parental leave payments will be pro-rata based on their normal hours worked;
  - (b) accrue annual and long service leave during the 1 week paid period; and
  - (c) payment of superannuation under the Superannuation Guarantee Charge during the 1 week paid period.

21.6. Special maternity leave

- 21.6.1 Where an employee's pregnancy terminates after 28 weeks other than by the birth of a living child, the employee may take special maternity leave of such periods as a registered medical practitioner certifies as necessary.
- 21.6.2 Where an employee is suffering from an illness not related to the direct consequences of pregnancy, the employee may take any paid sick leave to which she is entitled in lieu of, or in addition to, special maternity leave.
- 21.6.3 Where an employee not then on maternity leave suffers illness related to her pregnancy, the employee may take paid sick leave to which she is then entitled and such further unpaid special maternity leave as a registered medical practitioner certifies as necessary before her return to work. The employee's entitlement to 52 weeks' unpaid parental leave is not reduced by the amount of any special maternity leave.
- 21.6.4 During a period of special maternity leave the employee may return to work at any time as agreed between the Credit Union and the employee, provided that time does not exceed four weeks from the recommencement date desired by the employee.

21.7. Adoption leave

- 21.7.1 An employee is only entitled to adoption related parental leave if the child:
  - (a) is under 16 and has not lived continuously with the employee for a period of 6 months or more; and
  - (b) is not (otherwise than because of the adoption) a child of the employee or the employee's spouse.
- 21.7.2 The employee will notify the Credit Union at least 4 weeks in advance of the date of commencement of adoption leave of the period of leave proposed to be taken. The employee may commence adoption leave prior to providing such notice, where through circumstances beyond the employee's control, the adoption of a child takes place earlier.
- 21.7.3 Before commencing adoption leave, the employee will provide the Credit Union with a statutory declaration stating:
  - (a) the employee is seeking adoption leave to have the responsibility for the care of the child;
  - (b) particulars of any period of adoption leave sought or taken by the employee's spouse; and
  - (c) that for the period of adoption leave the employee will not engage in any conduct inconsistent with their contract of employment.
- 21.7.4 The Credit Union may require the employee to provide confirmation from the appropriate government authority of the placement.
- 21.7.5 Where the placement of a child for adoption with the employee does not proceed or continue, the employee will notify the Credit Union immediately and the Credit Union will nominate a time not exceeding 4 weeks from receipt of notification for the employee's return to work.

21.7.6 The employee will not be in breach of Clause 21.7.2 as a consequence of failure to give the stipulated periods of notice if such failure results from a requirement of an adoption agency to accept earlier or later placement of a child, the death of a spouse, or other compelling circumstances.

21.7.7 An employee seeking to adopt a child is entitled to unpaid leave for the purpose of attending any interviews or examinations required as part of the adoption procedure. The employee is entitled to take up to 2 days unpaid leave, or more by agreement between the employee and the Credit Union. Where paid leave is available to the employee, the Credit Union may require the employee to take such leave instead.

21.8. Variation of period of parental leave

This clause applies where an employee has elected to take less than 52 weeks unpaid parental leave. Where the employee takes leave under Clause 21.4.1, unless otherwise agreed between the Credit Union and the employee, the employee may apply to the Credit Union to change the period of parental leave on one occasion. Any such application is to be made as soon as possible but no less than 4 weeks prior to the end date of the original leave period. Nothing in this clause will detract from any entitlements set out in Clause 21.4.

21.9. Right to request

21.9.1 If the employee is entitled to parental leave pursuant to the provisions of Clause 21.4 the employee may request the Credit Union to allow the employee:

(a) To extend the period of concurrent leave provided for in Clause 21.4 up to a maximum of 8 weeks.

(b) To extend the period of unpaid parental leave provided for in Clause 21.4 by a further continuous period of leave not exceeding 12 months, provided that:

i. where an employee's spouse is taking parental leave, the extended unpaid parental leave cannot exceed 12 months less any period of parental leave (including special maternity leave) that the employee's spouse has taken, or will have taken, in relation to the child before the request starts; and

ii. an employee is not entitled to extend the period of unpaid parental leave beyond 24 months after the date of the birth or placement of the child.

(c) To return from a period of parental leave on a flexible basis (i.e. on a part time basis) until the child reaches school age, to assist the employee in reconciling work and parental responsibilities.

21.9.2 The Credit Union will consider the request having regard to the employee's circumstances and, provided the request is genuinely based on the employee's parental responsibilities, may only refuse the request on reasonable grounds related to the effect on the workplace or the Credit Union's business. Such grounds might include cost, lack of adequate replacement staff, loss of efficiency and the impact on customer service.

21.9.3 The employee's request and the Credit Union's decision made under Clauses 21.9.1 (b) or (c) must be recorded in writing.

21.9.4 Where the employee makes a request under Clause 21.9.1(c), such a request must be made as soon as possible but no less than 4 weeks prior to the date upon which the employee is due to return to work from parental leave.

21.10. Parental leave and other entitlements

The employee may take (with the Credit Union's agreement) accrued annual leave or long service leave while they are on unpaid parental leave. Any such leave is to be taken concurrently with unpaid parental leave and does not extend the period of available parental leave beyond 52 weeks or longer as agreed under Clause 21.9.1(b).

21.11. Transfer to a safe job

21.11.1 Where an employee is pregnant and, in the opinion of a registered medical practitioner, she is fit for work but illness or risks arising out of the pregnancy or hazards connected with the Employee's position make it inadvisable for the employee to continue in her current role for a stated period:

- (a) if there is an appropriate safe job available, the Credit Union will transfer the employee to that job for the stated period, at the employee's full rate of pay with no other change to the employee's terms and conditions; or
- (b) if no appropriate safe job is available, the employee is entitled to take paid leave (based on the employee's base rate of pay for the employee's ordinary working hours) for the stated period. This leave will be included in the 52 weeks referred to in Clause 20.4.

21.11.2 For the purpose of Clause 21.11.1, an appropriate safe job is a safe job that has:

- (a) the same ordinary working hours as the employee's present position; or
- (b) a different number of ordinary working hours agreed to by the employee.

21.12. Work during parental leave

21.12.1 During a period of parental leave, an employee may, with the agreement of the Credit Union, return to work at the Credit Union as a temporary or casual employee.

21.12.2 If an employee returns to work under Clause 21.12.1, it does not extend the employee's period of parental leave.

21.12.3 The Credit Union will discuss with the employee the impact that working during parental leave will have on the employee's entitlement to paid parental leave under the *Paid Parental Leave Act 2010*.

21.13. Returning to work after a period of parental leave

21.13.1 The employee will notify the Credit Union of their intention to return to work after a period of parental leave at least 4 weeks prior to the expiration of the leave.

21.13.2 The employee will be entitled to return to the position which they held immediately before proceeding on parental leave. If the employee was transferred to a safe job pursuant to Clause 21.11, the employee will be entitled to return to the position the employee held immediately before such transfer.

21.13.3 Where such position no longer exists but there are other positions available which the employee is qualified for and is capable of performing, the employee will be entitled to a position as nearly comparable in status and pay to that of the employee's former position.

#### 21.14. Replacement employees

21.14.1 A replacement employee is an employee specifically engaged or temporarily promoted or transferred, as a result of an employee proceeding on parental leave.

21.14.2 Before the Credit Union engages a replacement employee, the Credit Union must inform that person of the temporary nature of the employment and of the rights of the employee who is being replaced.

21.14.3. The Credit Union will endeavor to inform the replacement employee that the parental leave may be cancelled for reasons such as:

- the pregnancy ends other than by the birth of a living child;
- the child dies after birth; or
- the Credit Union requires the employee taking unpaid parental leave to return to work because the employee ceases to have any responsibility for the care of the child.

#### 21.15. Communication during parental leave

21.15.1 Where an employee is on parental leave and a definite decision has been made that will have a significant effect on the status, pay, location or responsibility level of the position the employee held before commencing parental leave (or the role the employee held before commencing in a different role under Clause 21.11), the Credit Union will take reasonable steps to:

- (a) make information available about the change to the employee; and
- (b) provide the employee with an opportunity to discuss any significant effect the change will have on the status, pay, location or responsibility level of the position the employee held before commencing parental leave (or the role the employee held before commencing in a different role under Clause 21.11).

21.15.2 The employee will take reasonable steps to inform the Credit Union about any significant matter that will affect the employee's decision regarding the duration of parental leave to be taken, whether the employee intends to return to work and whether the employee intends to request to return to work on a part time basis.

21.15.3 The employee will notify the Credit Union of changes of address or other contact details which might affect the Credit Union's capacity to comply with Clause 21.15.1.

#### 21.16. Effect of parental leave on employment

An employee's absence on parental leave will not break the continuity of their service.



However, the period of leave will not be taken into account when calculating the employee's period of service for any purpose, including accrual of entitlements, under this Agreement.

21.17. Temporary and casual employees

The Credit Union must not fail to re-engage a temporary or casual employee because:

- (a) the temporary or casual employee or temporary or casual employee's spouse is pregnant; or
- (b) the temporary or casual employee is or has been immediately absent on parental leave.

**22. PUBLIC HOLIDAYS**

22.1. An employee will be entitled to holidays in terms of the NES on the following days or as gazetted:

- New Year's Day, Good Friday, Easter Saturday and Easter Monday, Christmas Day, Boxing Day, Australia Day, Anzac Day, Queen's Birthday, Labour Day and the August Bank Holiday.

22.2. Where in a State, Territory or locality public holidays are declared or prescribed on days, those days will constitute additional holidays.

22.3. Part time employees who would normally be required to work on a day, which a public holiday falls, will be entitled to a payment equivalent to their usual salary for such agreed standard hours.

22.4. For all work done on any of the holidays, double time and one half will be paid. In all cases a minimum payment for four hours work will be paid.

**23. JURY AND COMMUNITY SERVICE LEAVE**

23.1. Employees, other than casual employees, who are required to perform an eligible community service activity, will be given time off for the purpose of:

- carrying out that activity;
- reasonable travelling time associated with the activity; and
- reasonable rest time immediately following the activity.

23.2. Each of the following is an eligible community service activity:

- (a) jury service (including attendance for jury selection) that is required by or under a law of the Commonwealth, a State or a Territory; or
- (b) a voluntary emergency management activity (see Clause 23.3); or
- (c) an activity prescribed in regulations as an eligible community service activity.

23.3. An employee engages in a voluntary emergency management activity if, and only if:

- (a) the employee engages in an activity that involves dealing with an emergency or natural disaster; and
- (b) the employee engages in the activity on a voluntary basis (whether or not the employee directly or indirectly takes or agrees to take an honorarium, gratuity or similar payment wholly or partly for engaging in the activity); and

- (c) the employee is a member of, or has a member like association with, a recognised emergency management body; and
- (d) either:
  - i. the employee was requested by or on behalf of the body to engage in the activity; or
  - ii. no such request was made, but it would be reasonable to expect that, if the circumstances had permitted the making of such a request, it is likely that such a request would have been made.

23.4. A recognised emergency management body is:

- (a) a body, or part of a body, that has a role or function under a plan that:
  - i. is for coping with emergencies and/or disasters; and
  - ii. is prepared by the Commonwealth, a State or a Territory; or
- (b) a fire fighting, civil defence or rescue body, or part of such a body; or
- (c) any other body, or part of a body, a substantial purpose of which involves:
  - i. securing the safety of persons or animals in an emergency or natural disaster; or
  - ii. protecting property in an emergency or natural disaster; or
  - iii. otherwise responding to an emergency or natural disaster; or
- (d) a body, or part of a body, prescribed by the regulations;

but does not include a body that was established, or is continued in existence, for the purpose, or for purposes that include the purpose, of entitling one or more employees to be absent from their employment under this Clause.

23.5. Notice requirements

An employee who wants an absence from his or her employment to be covered by this provision must give his or her Credit Union notice of the absence which:

- (a) must be given to the Credit Union as soon as practicable (which may be a time after the absence has started); and
- (b) must advise the Credit Union of the period, or expected period, of the absence.

An employee who has given his or her Credit Union notice of an absence under this sub clause must, if required by the Credit Union, give the Credit Union evidence that would satisfy a reasonable person that the absence is because the employee has been or will be engaging in an eligible community service activity.

Note: Personal information given to the Credit Union under this section may be regulated under the Privacy Act 1988.

23.6. Evidence requirements

The Credit Union may require the employee to give the Credit Union evidence that would satisfy a reasonable person:

- (a) that the employee has taken all necessary steps to obtain any amount of jury service pay to which the employee is entitled; and

- (b) of the total amount (even if it is a nil amount) of jury service pay that has been paid, or is payable, to the employee for the period.

Note: Personal information given to the Credit Union under this subsection may be regulated under the Privacy Act 1988.

If, in accordance with this clause, the Credit Union requires the employee to give the Credit Union the evidence referred to in that subsection:

- (a) the employee is not entitled to payment under this provision unless the employee provides the evidence; and
- (b) if the employee provides the evidence, the amount payable to the employee is reduced by the total amount of jury service pay that has been paid, or is payable, to the employee, as disclosed in the evidence.
- (c) The Credit Union must pay the employee at the employee's base rate of pay for the employee's agreed standard hours of work in the period.
- (d) For the purposes of Workers Compensation Legislation. Community participation leave is not considered a normal working day and the taking of leave to participate in community activities is voluntary.

#### 23.7. Payment to employees (other than casuals) on jury service

An employee who is absent from work for jury service will be paid their base rate of pay for agreed standard hours for the duration of the absence (less the amount of any payment made for jury attendance).

If an employee is absent because of jury service in relation to a particular jury service summons for a period, or a number of periods, of more than 10 days in total:

- (a) the Credit Union is only required to pay the employee for the first 10 days of absence; and
- (b) the evidence provided in response to a requirement under subsection (3) need only relate to the first 10 days of absence; and
- (c) the reference in subsection (4) to the total amount of jury service pay as disclosed in evidence is a reference to the total amount so disclosed for the first 10 days of absence.

Note: The provisions above are intended to be consistent with the provisions of Section 109, 110, 111 and 112 of the Fair Work Act 2009 and where there is any contradiction the provisions of the Act will prevail.

## 24. DOMESTIC AND FAMILY VIOLENCE LEAVE

### 24.1. Definition of domestic and family violence

For the purposes of this clause, domestic and family violence refers to a pattern of coercive behaviours which may include physical, psychological, sexual, economic and emotional abuse, perpetrated by a person with the aim of establishing and maintaining power over another person in a close relationship, family or domestic situation.

### 24.2. General principles

The Credit Union recognises that employees may face situations of violence or abuse in their personal life that may affect their attendance or performance at work, or their health and safety. The Credit Union is committed to providing support to employees who experience domestic and family violence.

#### 24.3. Individual Support

In order to provide support to an employee experiencing domestic violence who wishes to avoid contact with the alleged perpetrator, the Credit Union will give due consideration to any reasonable request from the employee for:

- changes to their span of hours i.e. start and finish times;
- where an employee is part time changes to their days of work;
- change of work contact details i.e. phone number and email address; and/or
- relocation to an alternate Credit Union office/branch if a suitable alternate work location is available.

An employee experiencing domestic violence will be referred to the Employee Assistance Program (EAP) and/or other local resources.

#### 24.4. Notification

An employee experiencing domestic or family violence may raise the issue directly with a Human Resources contact, their immediate supervisor/manager or an executive manager.

An employee may request that:

- their immediate supervisor/manager or an executive manager liaise with the Human Resources contact on their behalf; or
- the Human Resource contact liaise with the employee's immediate supervisor/manager or an executive manager on their behalf.

#### 24.5. Confidentiality

All personal information concerning domestic violence will be kept confidential. No information will be kept on an employee's personnel file without their express written permission.

#### 24.6. Leave

- (a) An employee experiencing domestic and family violence will have access to 5 days per year of paid special leave for the purposes of attending medical appointments, preparing for and attending legal proceedings and other activities related to domestic and family violence. This leave will be in addition to existing leave entitlements and may be taken as whole days or as part days. Prior approval is not necessary to take the leave.
- (b) An employee who supports an immediate family member, or a member of the employee's household who is experiencing domestic violence will have access to 2 days per year of paid special leave for the purposes of providing support to the person. This leave will be in addition to existing leave entitlements and may be taken as whole days or as part days.

#### 24.7. Evidence requirements

The Credit Union may require that the employee provide proof of domestic violence which can be in the form of a document issued by Police, a court, a doctor, a district nurse, a maternal and child health care nurse, a counsellor, a psychologist, a family violence support service or a lawyer.

## **25. DISASTER LEAVE**

### **25.1. Residence**

Where an employee's normal place of residence is damaged by fire, flood or storm the affected employee will have access to paid special leave of up to 2 days in any 12 month period.

The Credit Union may require that the employee provide evidence of the damage which can be in the form of a document issued by the Police, Fire Brigade or insurer.

### **25.2. Workplace**

Where a workplace is inaccessible, an alternate workplace is unavailable and the employee has not been provided with remote access for the purpose of performing essential work related functions, the employee will have access to paid special leave until a workplace or remote access is available.

Employees who temporarily relocate to an alternate workplace under this clause will be reimbursed for additional travel costs incurred as a result of travelling to the alternate workplace.

Where travel time to an alternate workplace under this clause is considered unreasonable, the employee will be given the option to absorb part or all of the additional travel time into their ordinary working hours.

## **26. REMUNERATION**

26.1. This clause of the Agreement applies to all employees with a total remuneration package up to and including \$83,475 as at 1 July 2014. This limit is to be increased by the same percentage as the salary increase as at 1 July 2015 and 1 July 2016 under Clause 26.2.

Total remuneration package includes salary taken in the form of cash, annual leave loading, provision of a motor vehicle, superannuation, and any other staff benefits.

26.2. Over the life of this Agreement all such employees will receive a minimum of a 7.5% salary increase. The salary increases shall be calculated on the base rate of pay and paid as follows:

Effective 1st July, 2014 - 2.5% or the annual Consumer Price Index (CPI) rate as at the March 2014 quarter (as published by the Australian Bureau of Statistics), which ever is the greater.

Effective 1st July, 2015 - 2.5% or the annual CPI rate as at the March 2015 quarter (as published by the Australian Bureau of Statistics), which ever is the greater.

Effective 1st July, 2016 - 2.5% or the annual CPI rate as at the March 2016 quarter (as published by the Australian Bureau of Statistics), which ever is the greater.

26.3. Any employee who is the subject of:

- (a) a documented plan to improve their performance because verbal attempts to address performance issues as and when they arise have failed;
- (b) a written disciplinary warning for a significant breach of Credit Union policy or procedure, within the last six months, which would include:
  - a pattern of errors leading to financial loss or reputational loss to the

Credit Union;

- failure to comply with a reasonable work health and safety instruction which results in the employee or others being put at risk; or
- substantiated serious member complaints against the employee or their actions;

may be excluded from some or all of the salary increases referred to in Clauses 26.1 and 26.2 of this agreement. The employee’s performance will subsequently be reviewed in 6 months and if deemed to be satisfactory, the applicable salary increase may be applied. The employee will not be eligible to back pay in this instance.

26.4. Performance Based Bonus

Employees who are eligible to a salary increase under Clause 26 of this Agreement shall be entitled to receive a one off bonus payment where, based on end of financial year results, the Credit Union achieves a return on assets equal to or greater than the benchmarks set out below:

Benchmark	ROA After Tax	Bonus Payment
Return on Assets	0.5%	0.5%
Return on Assets	0.75%	0.75%
Return on Assets	1.00%	1.50%

The applicable bonus payment in the table above is applied to the employee’s annual base salary to calculate the employee’s bonus payment.

Bonuses shall be declared and paid to employees within 4 months of the end of financial year.

Return on assets is determined in the following manner:

$$\frac{\text{Net profit after income tax from operations}}{\text{Average total assets}}$$

**Net profit after income tax from operations** is determined from the net profit after income tax result reported in the annual statutory financial statements prepared by the Credit Union.

**Average total assets** is determined by the average of:

- a) the total assets reported in the annual statutory financial statements prepared by the Credit Union for the current financial year; and
- b) the total assets reported in the annual statutory financial statements prepared by the Credit Union for the previous financial year.

Where there is a transfer of engagements then a weighted average may be used based upon the proportion of time the transfer of engagements has been in place.

27. **STAFF LOANS**

As an employee benefit staff members may be eligible for a loan interest rate reduction.

27.1. On the successful completion of probation with Encompass Credit Union staff members will be eligible for:

- (a) A visa credit card account, at the interest rate applicable to the general membership, for the Encompass visa credit card reduced by:
- 3% pa for staff members who have successfully passed probation;
  - 5% for staff members who have in excess of 2 years continuous service; or
- (b) A personal loan at the interest rate applicable to the general membership, at the lowest risk category.

Provided that if the maximum interest rate reduction would result in the applicable interest rate being less than the fringe benefits tax benchmark rate, then the applicable interest rate shall be the fringe benefits tax benchmark rate.

27.2. The following conditions apply to the loan interest rate reduction:

- (a) Approval of the loan will be subject to the usual requirements for a member lodging a loan application at the interest rate applying to the general membership ("normal interest rate").
- (b) Loan applications will be assessed and processed in accordance with the Lending Policy applying to the general membership of the Credit Union.
- (c) The maximum loan limit for each staff member will be determined in accordance with the limits set out in the Encompass Consumer Lending Policy.
- (d) The loan interest rate for personal loans and revolving credit type loans will revert to the interest rate applying to the general membership upon the staff member leaving the employ of the Credit Union.

27.3. Loan establishment fees

Staff members shall have loan establishment fees reimbursed.

## **28. JOURNEY INSURANCE**

28.1. Encompass Credit Union will for the term of this agreement pay the premium required to provide Journey Insurance. The insurance product is the insurance detailed in the Chubb Group Journey Injury Insurance Product Disclosure Statement and Policy Wording or at the Credit Union's discretion to an equivalent insurance product.

28.2. The insurer and level of coverage may be changed at the discretion of the Credit Union at any time. All terms, conditions and exclusions as amended from time to time are listed in the policy wording and associated product disclosure statement. Copies of the policy wording and product disclosure statement applicable at any point in time are available to employees on the Encompass Intranet.

28.3. This insurance is provided for the benefit of employees and is not an admission of liability or acceptance of costs associated with any injury that may arise from an employee's travel to or from their normal residence and normal place of employment.

28.4. Claims are subject to assessment by the insurer and any decision to approve or decline a claim is at the sole discretion of the insurer.

- 28.5. Any benefits payable are subject to deductibles and/or policy excess as listed in the policy schedule.

## **29. UNIFORM ALLOWANCE**

Encompass Credit Union provides employees with a corporate uniform after successful completion of probation.

The uniform entitlements will be as follows:

### **29.1. New employees**

\$360 (includes GST) for staff who work up to 3 days per week and casual employees.

\$420 (includes GST) for staff who work up to 5 days per week (week on/week off).

\$480 (includes GST) for staff who work up to 4 days per week and trainees.

\$660 (includes GST) for staff who work up to 5 days per week.

### **29.2. Annual top-up**

\$220 (includes GST) for staff who work up to 3 days per week and casual employees.

\$250 (includes GST) for staff who work up to 5 days per week (week on/week off).

\$280 (includes GST) for staff who work up to 4 days per week and trainees.

\$370 (includes GST) for staff who work up to 5 days per week.

### **29.3. Uniform policy**

For details on the corporate uniform policy refer to the Encompass Uniform Policy.

## **30. TRAINING AND COMMUNICATION**

- 30.1. Encompass Credit Union recognises the benefit of training to the employee and the Credit Union. All employees will be offered adequate training on the Credit Union's products and services.

- 30.2. An employee may apply to attend any training that is relevant to the employee's position within the Credit Union.

## **31. STAFF SURVEY**

- 31.1. Encompass Credit Union recognises that good staff morale is essential if it is to achieve its goals and meet its service undertakings to members.

- 31.2. In order to ensure that the appropriate level of morale is being maintained a staff survey will be undertaken each year.

- 31.3. The Credit Union agrees to address organisational issues identified in the survey.

## **32. PROBATIONARY PERIOD**

All new employees are required to serve a four month probationary period. During the probationary period monthly performance reviews (or more frequently if required) will be undertaken and continuing employment will be contingent upon the employee achieving satisfactory performance standards. Confirmation of employment will also be dependent upon ASIC Tier II requirements being met.



### **33. SUPERANNUATION**

- 33.1. Employees will be given the option to direct their employer contribution superannuation guarantee charge to an eligible superannuation fund of their choice.
- 33.2. It will be the responsibility of the employee to submit the details of their nominated fund on the prescribed form to the payroll department for processing. Employees will have the opportunity to advise of any change of the nominated superannuation fund once per annum within three months of the end of the Credit Union's financial year.
- 33.3. Should an employee not nominate a superannuation fund within the nominated time frame outlined above, contributions for the superannuation guarantee charge will be directed to the fund nominated by the Credit Union.
- 33.4. Employees may make discretionary contributions to their nominated or the default superannuation fund by way of salary sacrifice.
- 33.5. No employee's base salary will decrease as a result of legislated increases to superannuation during the term of this Agreement.

### **34. DISPUTE SETTLEMENT PROCEDURE**

- 34.1. If a dispute relates to:
  - (a) a matter arising under the Agreement; or
  - (b) the National Employment Standards;this term sets out procedures to settle the dispute.
- 34.2. 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.
- 34.3. 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:
  - i. as soon as 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;
  - ii. 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;
  - iii. if the matter remains unresolved in so far as either party is concerned, the Human Resources Representative will be notified and will attempt to resolve the dispute or claim.
- 34.4. If discussions at the workplace level do not resolve the dispute, a party to the dispute may refer the matter to the Fair Work Commission.
- 34.5. The Fair Work Commission may deal with the dispute in 2 stages:
  - (a) The Fair Work Commission will first attempt to resolve the dispute as it considers appropriate, including by mediation, conciliation, expressing an opinion or making a recommendation; and

- (b) if the Fair Work Commission is unable to resolve the dispute at the first stage, the Fair Work Commission may then:
  - i. arbitrate the dispute; and
  - ii. make a determination that is binding on the parties.

Note: If the Fair Work Commission arbitrates the dispute, it may also use the powers that are available to it under the Act.

A decision that the Fair Work Commission makes when arbitrating a dispute is a decision for the purpose of Part 5.1 of Div 3 of the Act. Therefore, an appeal may be made against the decision.

- 34.6. While the parties are trying to resolve the dispute using the procedures in this term:
- (a) an employee must continue to perform his or her work as he or she would normally unless he or she has a reasonable concern about an imminent risk to his or her health or safety; and
  - (b) an employee must comply with a reasonable direction given by the Credit Union to perform other available work at the same workplace, or at another workplace, unless:
    - i. the work is not safe; or
    - ii. applicable occupational health and safety legislation would not permit the work to be performed; or
    - iii. the work is not appropriate for the employee to perform; or
    - iv. there are other reasonable grounds for the employee to refuse to comply with the direction.

34.7. The parties to the dispute agree to be bound by a decision made by the Fair Work Commission in accordance with this term.

**35. TERMINATION OF EMPLOYMENT**

35.1. Notice of termination by the Credit Union

- (a) In order to terminate the employment of an employee, except where otherwise mutually agree in writing between the Credit Union and the employee, the Credit Union will give the employee the following notice:

<b>Continuous Service</b>	<b>Period Notice</b>
Not more than 1 year	At least 1 week
More than 1 year but no more than 3 years	At least 2 weeks
More than 3 years but no more than 5 years	At least 3 weeks
More than 5 years	At least 4 weeks
Redundancy (refer Clause 36.4)	6 weeks

- (b) In addition to the notice, employees over the age of 45 years of age at the time of giving of the notice with 2 or more years of continuous service will be entitled to an additional week's notice.
- (c) Payment in lieu of the notice prescribed in Clause 35.1 (a) and/or (b) will be made if the appropriate notice period is not given, provided that employment may be terminated by part of the period of notice specified and part payment in lieu thereof. In calculating any payment in lieu of notice the wages an employee would have received in respect of the ordinary time they would have worked during the period of notice had their employment not been terminated will be used.

- (d) The period of notice in this clause will not apply in the case of dismissal for conduct that justifies instant dismissal or in the case of casual employees or employees engaged for a specific period of time or for a specific task or tasks.

35.2. Notice of termination by the employee

- (a) The notice of termination required to be given by an employee will be the same as that required by the Credit Union, save and except that there will be no additional notice based on the age of the employee concerned.
- (b) If an employee fails to give notice the Credit Union will have the right to withhold moneys due to the employee with a maximum amount equal to the ordinary time rate of pay for the period of notice.

35.3. Time off during notice period

Where the Credit Union 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 will be taken at times that are convenient to the employee after consultation with the Credit Union.

**36. REDUNDANCY, REDEPLOYMENT AND RETRENCHMENT**

36.1. Application

- 36.1.1 This provision shall apply to all employees of the Credit Union as full-time or part-time employees.
- 36.1.2 This Agreement shall apply to employees recruited for a fixed term or specific project except that an officer shall not be deemed to be redundant at the scheduled completion of that period of employment.

36.2. Definitions

- 36.2.1 **"Redundancy"** shall mean a situation where the work being done by an employee (or a major portion of it) is no longer required to be done by anyone in that location as a result of reorganisation, changed business practices, technological change or downturn in business (see NES FW Act s.119(1)).
- 36.2.2 **"Retrenchment"** shall mean the termination of employment as a result of redundancy and where alternative employment is not available or retraining appropriate.
- 36.2.3 **"Week's salary"** shall mean an employee's weekly salary plus where applicable, shift allowance and weekend penalty payments, averaged over the last complete shift roster cycle, but excluding any payments for overtime, stand-by, call back, etc. For an employee who is in receipt of a remuneration package, "week's salary" shall include the salary payment, leave loading, motor vehicle (package value), SGC, other superannuation and any other remuneration or salary sacrifice components included in the total remuneration package.
- 36.2.4 **"Directly comparable position"** shall mean a position that is at the same grade within the Credit Union, which does not entail a change in duties significant enough as to be unreasonable in the circumstances of his or her skills and ability, and which is at the same location or at another location that is in reasonable commuting distance.

- 36.2.5 **"Award"** shall mean the Banking, Finance and Insurance Award 2010, as amended from time to time or any successor or replacement.
- 36.2.6 **"Date of termination"** shall mean the date on which employment actually ceases.
- 36.2.7 **"Grade"** shall mean level of skill and knowledge base as defined in Clause 38 of this Agreement.

36.3. Redeployment

- (a) In each case of redundancy, the Credit Union will make all reasonable efforts to redeploy the employee concerned elsewhere in the Credit Union. These efforts will be assisted by taking maximum advantage of normal staff turnover and curtailing recruitment wherever practicable.
- (b) In filling vacancies, every reasonable consideration will be given to suitably qualified employees whose positions are redundant or are about to become redundant.
- (c) Where an employee is offered a directly comparable position at the same grade, salary and authority within the Credit Union which does not entail a significant shift in duties. It would be at the same location or at a location within a reasonable commuting distance. The staff member will be given seven days to consider the offer of the comparable position. Should an employee who has been offered a directly comparable position decide not to accept the offer, they will not be entitled to a severance payment under Clause 36.5.
- (d) Where an employee is offered a directly comparable position, the employee's actual salary shall not be reduced.
- (e) Employees accepting alternative employment within the Credit Union, other than to a directly comparable position, will be given a trial period of up to 3 months in their new position. Should either the Credit Union or the employee find that the employment is unsuitable, the employee's services may be terminated without loss of entitlement to retrenchment payments calculated to the date service actually ends.
- (f) Where alternative employment within the Credit Union is offered and accepted by the employee which requires a change of residence, the Credit Union will meet all removal expenses, transfer costs and accommodation costs associated with the move.
- (g) Where an employee accepts an alternate position which is at a lower salary and level as defined in Clause 38, the employee shall be paid salary maintenance at their current salary as follows:
- i. Employees with 5 years or less service, the equivalent number of weeks they would have been entitled to under Clause 36.5.1.
  - ii. For employees with over 5 years service 16 weeks.
- (h) The Credit Union will assist in training in new skills as appropriate for employees transferred to a non comparable position.
- (i) An offer of redeployment, shall be in writing with the following information about the proposed job option: location, grade, salary and principal duties.

36.4. Notice

- (a) All employees to be retrenched will be given the maximum practical forewarning of likely retrenchment and the specific retrenchment date, however, no employee will be given less than 6 weeks written notice or, at the Credit Union's election, payment in lieu of that notice. If an employee who has been given formal notice of retrenchment wishes to leave prior to the specific retrenchment date, the employee shall receive all severance and other payments except payments for the notice given which is not worked.
- (b) The Credit Union will at the same time provide appropriate redeployment assistance in the instance of retrenchment.

36.5. Severance payments

Upon termination through retrenchment, in addition to any payment in lieu of notice, an employee shall be paid a special lump sum severance payment in full settlement of all claims for additional notice, retrenchment pay, etc. calculated as follows:

36.5.1 Internal restructure

- (a) four (4) weeks salary for the first full year of service, or pro-rata for those with less than one full year of service;
- (b) three (3) weeks salary for each subsequent year of continuous service;
- (c) plus a pro-rated payment of each completed month of service in the final year of service;
- (d) the maximum payment under this sub clause shall be 60 weeks pay.

36.5.2 Retrenchment due to a merger or acquisition

- (a) eight (8) weeks salary for the first full year of service, or pro-rata for those with less than one full year of service;
- (b) three (3) weeks salary for each subsequent year of continuous service;
- (c) plus a pro-rated payment of each completed month of service in the final year of service;
- (d) there shall be no maximum payment under this sub clause.

36.6. Any employee who has transferred from full time to part time employment or vice versa, will have their severance payment based on the pro rata time actually worked in each mode. The employee's current salary rate will be the basis of the payment calculation.

36.7. Other payments

36.7.1 Other payments

In addition to the severance payments outlined in Clause 36.5, a retrenched employee shall also be paid:

- (a) Annual leave

Each employee shall be paid pro-rata in lieu of any accrued but not yet taken leave, plus any loadings.

(b) Long service leave

- i. Eligible employees with over ten (10) years service will be paid for untaken long service leave.
- ii. Employees who have completed more than five years continuous service will be paid on a pro-rata basis as per the NSW Long Service Leave Act.

(c) Superannuation

All Superannuation deductions and contributions at the time of termination will be paid to the employee's respective superannuation scheme.

(d) Concessional staff loans

Employees with concessional housing or other loans will continue to derive the benefit of the concessional rate for one month after the date of termination at which time the loan rate(s) will revert to the ruling member rate.

**37. TRADE UNION WORKPLACE REPRESENTATIVES**

The Credit Union recognises the role of the FSU in representing employees.

Employees who are members of the FSU may choose to elect a workplace representative in each work location. The CEO and the FSU shall be informed of the name/s of these representatives.

Elected FSU Workplace Representatives with:

- written approval of the Union; and
- upon application in writing and approval of the Credit Union;

shall be granted leave in accordance with Encompass usual practice to attend trade union training.

**38. REMUNERATION STRUCTURE**

All minimum salaries outlined in this clause are 5% above the Banking, Finance and Insurance Award as at 1 July 2014 and subject to any increases to the Award over the term of this Agreement.

Level	Definition	Minimum Base Salary																												
<b>Trainee</b>	<p>A Trainee position is one where an employee is undertaking a traineeship with the Credit Union, and in conjunction with a Registered Training Organisation (RTO), to obtain a qualification such as a certificate III in Financial Services.</p> <p>Trainees are required to observe and gain an understanding of various tasks and functions carried out by co-workers performing at higher levels. Trainees work under a high level of supervision with an aim at transitioning to a Level 1 upon completion of the certificate III qualification.</p> <p>Typical activities and skills may include but are not limited to:</p> <ul style="list-style-type: none"> <li>• Learning to:                             <ul style="list-style-type: none"> <li>○ apply basic office procedures;</li> <li>○ operate office equipment;</li> <li>○ receive, sort, distribute &amp; file correspondence and documents;</li> <li>○ perform basic manual or technical duties;</li> <li>○ perform defined data entry/enquiry tasks;</li> <li>○ understand the organisations products/services;</li> <li>○ respond to member enquiries; and put this learning into practice.</li> </ul> </li> </ul> <p><b>Indicative roles:</b> new entrant trainee</p>	<p><b>Highest Year of School Completed</b></p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="background-color: #cccccc;">2014</th> <th style="background-color: #cccccc;">Year 10</th> <th style="background-color: #cccccc;">Year 11</th> <th style="background-color: #cccccc;">Year 12</th> </tr> </thead> <tbody> <tr> <td>School Leaver</td> <td style="text-align: center;">15,719</td> <td style="text-align: center;">17,314</td> <td style="text-align: center;">20,628</td> </tr> <tr> <td>Plus 1 year out of school</td> <td style="text-align: center;">17,314</td> <td style="text-align: center;">20,628</td> <td style="text-align: center;">24,002</td> </tr> <tr> <td>Plus 2 years out of school</td> <td style="text-align: center;">20,628</td> <td style="text-align: center;">24,002</td> <td style="text-align: center;">27,933</td> </tr> <tr> <td>Plus 3 years out of school</td> <td style="text-align: center;">24,002</td> <td style="text-align: center;">27,933</td> <td style="text-align: center;">31,985</td> </tr> <tr> <td>Plus 4 years out of school</td> <td style="text-align: center;">27,933</td> <td style="text-align: center;">31,985</td> <td style="text-align: center;">31,985</td> </tr> <tr> <td>Plus 5 or more years out of school</td> <td style="text-align: center;">31,985</td> <td style="text-align: center;">31,985</td> <td style="text-align: center;">31,985</td> </tr> </tbody> </table> <p>Applies to trainees undertaking a Certificate I, II or III.</p> <p>Percentage of adult rate does not apply.</p>	2014	Year 10	Year 11	Year 12	School Leaver	15,719	17,314	20,628	Plus 1 year out of school	17,314	20,628	24,002	Plus 2 years out of school	20,628	24,002	27,933	Plus 3 years out of school	24,002	27,933	31,985	Plus 4 years out of school	27,933	31,985	31,985	Plus 5 or more years out of school	31,985	31,985	31,985
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Level	Definition	Minimum Base Salary		
<p><b>Level 1</b></p>	<p>A Level 1 position is one in which employees work within established routines, methods and procedures that are predictable and may require the exercise of limited discretion.</p> <p>Typical activities and skills may include but are not limited to:</p> <ul style="list-style-type: none"> <li>• applying basic office procedures;</li> <li>• operating office equipment;</li> <li>• receiving, sorting, distributing &amp; filing correspondence and documents;</li> <li>• performing basic manual or technical duties;</li> <li>• performing defined data entry/enquiry tasks; and/or</li> <li>• answering enquiries using a general knowledge of the employer’s services.</li> </ul> <p><b>Indicative roles:</b> trainee who has completed a certificate III qualification but is undertaking a certificate IV under the same traineeship, filing clerk, mail sorting clerk, new entrant to workforce.</p>	<p>Level 1 Adult - \$37,205</p>		
		<p><b>Age</b></p>	<p><b>Percentage of Adult Rate</b></p>	<p><b>Rate</b></p>
		<p>16 years or less</p>	<p>50 %</p>	<p>\$ 18,602</p>
		<p>At 17 years</p>	<p>60 %</p>	<p>\$ 22,323</p>
		<p>At 18 years</p>	<p>70 %</p>	<p>\$ 26,043</p>
		<p>At 19 years</p>	<p>80 %</p>	<p>\$ 29,764</p>
		<p>At 20 years</p>	<p>90 %</p>	<p>\$ 33,484</p>



Level	Definition	Minimum Base Salary																		
<p><b>Level 2</b></p>	<p>A Level 2 position performs tasks and service requirements given authority within defined limits and employer established guidelines, using a more extensive range of skills and knowledge at a level higher than in Level 1.</p> <p>Level 2 employees are responsible for their own work which is performed within established routines, methods and procedures.</p> <p>Typical activities and skills may include but are not limited to:</p> <ul style="list-style-type: none"> <li>• processing of standard documentation;</li> <li>• undertaking cashiering functions;</li> <li>• answering enquiries from members and external parties using a detailed knowledge of specific business activities;</li> <li>• drafting correspondence appropriate to job function;</li> <li>• organising own work schedule; and/or</li> <li>• providing information/assistance to other staff members.</li> </ul> <p><b>Indicative roles:</b> data processing clerk, administration clerk, accounts clerk, member service officer with less than 12 months experience, entry level claims officer.</p>	<p>Level 2 Adult - \$40,742</p> <table border="1" data-bbox="1346 395 2040 727"> <thead> <tr> <th data-bbox="1352 400 1585 483">Age</th> <th data-bbox="1585 400 1816 483">Percentage of Adult Rate</th> <th data-bbox="1816 400 2033 483">Rate</th> </tr> </thead> <tbody> <tr> <td data-bbox="1352 483 1585 533">16 years or less</td> <td data-bbox="1585 483 1816 533">50 %</td> <td data-bbox="1816 483 2033 533">\$ 20,371</td> </tr> <tr> <td data-bbox="1352 533 1585 582">At 17 years</td> <td data-bbox="1585 533 1816 582">60 %</td> <td data-bbox="1816 533 2033 582">\$ 24,445</td> </tr> <tr> <td data-bbox="1352 582 1585 632">At 18 years</td> <td data-bbox="1585 582 1816 632">70 %</td> <td data-bbox="1816 582 2033 632">\$ 28,519</td> </tr> <tr> <td data-bbox="1352 632 1585 681">At 19 years</td> <td data-bbox="1585 632 1816 681">80 %</td> <td data-bbox="1816 632 2033 681">\$ 32,594</td> </tr> <tr> <td data-bbox="1352 681 1585 727">At 20 years</td> <td data-bbox="1585 681 1816 727">90 %</td> <td data-bbox="1816 681 2033 727">\$ 36,668</td> </tr> </tbody> </table>	Age	Percentage of Adult Rate	Rate	16 years or less	50 %	\$ 20,371	At 17 years	60 %	\$ 24,445	At 18 years	70 %	\$ 28,519	At 19 years	80 %	\$ 32,594	At 20 years	90 %	\$ 36,668
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Level	Definition	Minimum Base Salary																		
<p><b>Level 3</b></p>	<p>A Level 3 position is one in which tasks and service requirements are performed using a more extensive range of skills and knowledge at a higher level than required in Level 2.</p> <p>The position encompasses limited discretion in achieving tasks and outcomes. A level of delegation and authority may be employed consistent with the job function and is performed predominantly within established policies and guidelines. Those employed at this level are responsible and accountable for their own work, and may be expected to provide direction to other staff.</p> <p>Typical activities and skills may include but are not limited to:</p> <ul style="list-style-type: none"> <li>• undertaking of projects;</li> <li>• preparing reports and recommendations within their own job function;</li> <li>• drafting of routine correspondence;</li> <li>• administering/maintaining staff records; and/or</li> <li>• delivery and/or co-ordination of learning and development activities.</li> </ul> <p><b>Indicative roles:</b> member service officer, collections officer, marketing officer, marketing coordinator, administration officer, finance officer, accounts officer, training officer, compliance officer, business analyst, sales and lending assistant, risk &amp; IT officer, lending officer, insurance officer, personal assistant, business development officer.</p>	<p>Level 3 Adult - \$43,035</p> <table border="1" data-bbox="1346 395 2040 727"> <thead> <tr> <th data-bbox="1346 395 1585 483">Age</th> <th data-bbox="1585 395 1816 483">Percentage of Adult Rate</th> <th data-bbox="1816 395 2040 483">Rate</th> </tr> </thead> <tbody> <tr> <td data-bbox="1346 483 1585 531">16 years or less</td> <td data-bbox="1585 483 1816 531">50 %</td> <td data-bbox="1816 483 2040 531">\$ 21,518</td> </tr> <tr> <td data-bbox="1346 531 1585 579">At 17 years</td> <td data-bbox="1585 531 1816 579">60 %</td> <td data-bbox="1816 531 2040 579">\$ 25,821</td> </tr> <tr> <td data-bbox="1346 579 1585 627">At 18 years</td> <td data-bbox="1585 579 1816 627">70 %</td> <td data-bbox="1816 579 2040 627">\$ 30,125</td> </tr> <tr> <td data-bbox="1346 627 1585 675">At 19 years</td> <td data-bbox="1585 627 1816 675">80 %</td> <td data-bbox="1816 627 2040 675">\$ 34,428</td> </tr> <tr> <td data-bbox="1346 675 1585 722">At 20 years</td> <td data-bbox="1585 675 1816 722">90 %</td> <td data-bbox="1816 675 2040 722">\$ 38,732</td> </tr> </tbody> </table>	Age	Percentage of Adult Rate	Rate	16 years or less	50 %	\$ 21,518	At 17 years	60 %	\$ 25,821	At 18 years	70 %	\$ 30,125	At 19 years	80 %	\$ 34,428	At 20 years	90 %	\$ 38,732
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Level	Definition	Minimum Base Salary
<p><b>Level 4</b></p>	<p>A Level 4 position is one in which tasks and service requirements are performed using a more extensive range of skills and knowledge at a level higher than required at Level 3. Those employed at this level are responsible for their own work and any employees under their control.</p> <p>Positions at this level require the application of relevant specialist knowledge and experience.</p> <p>Those employed at this level would be required to advise on a range of activities and contribute to the determination of objectives within the required area of expertise.</p> <p>Typical activities and skills may include but not limited to:</p> <ul style="list-style-type: none"> <li>• managing and maintaining service standards;</li> <li>• overseeing day to day operations of functional areas of responsibilities;</li> <li>• implementing and maintaining effective controls;</li> <li>• initiating disciplinary processes;</li> <li>• assist with the recruitment and selection of staff; and/or</li> <li>• preparation of reports.</li> </ul> <p><b>Indicative roles:</b> branch manager, call centre manager, team leader, mobile mortgage lender, senior marketing coordinator, senior lending officer, senior compliance officer, senior administration officer, senior collections officer, senior business development officer, executive assistant.</p>	<p>Level 4 Adult - \$45,187</p>

Level	Definition	Minimum Base Salary
<p><b>Level 5</b></p>	<p>A Level 5 position is one in which tasks, service requirements and supervisory functions are performed using a more extensive range of skills and knowledge at a higher level than required at Level 4.</p> <p>The position may be:</p> <ul style="list-style-type: none"> <li>• a specialised role, possibly supported by one or two junior staff members, requiring formal qualifications and/or specialised vocational training; and/or</li> <li>• a managerial role (managing 5-10 people) responsible for the operation of part or parts of the employer's business.</li> </ul> <p>Those employed at this level exercise considerable discretion and/or are responsible for operational planning.</p> <p><b>Indicative roles:</b> collections manager, business relationship manager, business development manager, marketing manager.</p>	<p>Level 5 Adult - \$47,027</p>

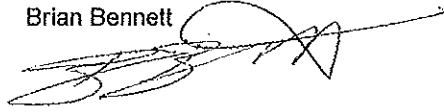
Level	Definition	Minimum Base Salary
<p><b>Level 6</b></p>	<p>Those employed at this level perform a middle managerial role primarily to control the conduct of a part of the employer's business and in which decisions are regularly made and responsibility accepted on matters relating to the administration and conduct of the part of the business.</p> <p>Those responsible for managing more than 10 people must be classified at this level.</p> <p><b>Indicative roles:</b> financial accountant, lending manager, human resources &amp; training manager.</p>	<p>Level 6 Adult - \$52,672</p>

**SIGNATORIES TO THE AGREEMENT**

Signed for and on behalf of Encompass Credit Union Limited:

**Name:** Brian Bennett

**Signature:**



**Date:** 22 July 2014

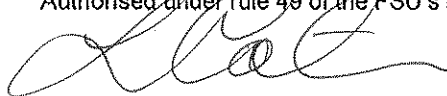
**Address:** 59 Buckingham Street, Surry Hills, NSW 1240

The above person is authorised to sign the Agreement on behalf of the employer for the following reason/s (e.g. position title): Chief Executive Officer

Signed for and on behalf of the Finance Sector Union of Australia:

**Name:** Leon Carter, National Secretary of the Finance Sector Union of Australia.  
Authorised under rule 49 of the FSU's rules to sign industrial agreements,

**Signature:**



**Date:**

22 JULY 2014

**Address:** Level 2, 341 Queen Street, Melbourne VIC