

E0849 Cas P Doc R2016

AUSTRALIAN INDUSTRIAL RELATIONS COMMISSION

*Workplace Relations Act 1996*  
s.170LS certification of agreement

**Energy Credit Union Ltd**

and

**Finance Sector Union of Australia**  
(C No. 60060 of 1999)

**ENERGY CREDIT UNION LTD ENTERPRISE BARGAINING AGREEMENT 1998**

Various employees

Finance and investment industry

COMMISSIONER O'CONNOR

PERTH, 12 FEBRUARY 1999

*Certification of Division 3 agreement.*

**PREAMBLE**

This is an application pursuant to s.170LS of the *Workplace Relations Act 1996* (the Act) for certification of an agreement known as the Energy Credit Union Ltd Enterprise Bargaining Agreement 1998.

The agreement has been made between Energy Credit Union Ltd and the Finance Sector Union of Australia.

The application was heard by me in Perth on 12 February 1999. On the basis of the Statutory Declarations filed by the parties to the agreement and the submissions made at the hearing, I am satisfied that the relevant requirements of the Act and the Rules have been met.

**CERTIFICATION OF AGREEMENT**

In accordance with section 170LT of the *Workplace Relations Act 1996*, the Commission hereby certifies the attached written agreement between Energy Credit Union Ltd and the Finance Sector Union of Australia in this matter.

This agreement shall come into force from 12 February 1999 and shall remain in force until 1 January 2001

BY THE COMMISSIONER  
  
COMMISSIONER

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## ENERGY CREDIT UNION LTD

132 Murray Street Perth

### ENTERPRISE BARGAINING AGREEMENT 1998

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#### 1. TITLE

The short title of the Agreement shall be the Energy Credit Union Ltd Enterprise Bargaining Agreement 1998.

#### 2. ARRANGEMENT

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**3. PARTIES BOUND**

The parties to this agreement are: -

- (1) Energy Credit Union Ltd 132 Murray Street Perth.
- (2) The Finance Sector Union of Australia 341 Queen St Melbourne.
- (3) The employees of Energy Credit Union Ltd whether members of the Union or not who are employed by Energy Credit Union Ltd.

**4. COVERAGE OF THE AGREEMENT**

This Agreement applies to all categories of employees, employed by Energy Credit Union Ltd as prescribed by clause 13 and Annexure 1 of this agreement.

**5. DATE AND PERIOD OF AGREEMENT**

This agreement has been negotiated in part settlement of C No. 30322. This agreement shall operate from the date of its certification by the Australian Industrial Relations Commission and shall remain in force until 1<sup>st</sup> January 2001.

**6. RELATIONSHIP TO CREDIT UNION INTERIM AWARD**

This agreement shall be read wholly in conjunction with the Credit Union Interim Award (the Award) and, where there is any inconsistency between this agreement and the Award this agreement shall take precedence to the extent of any inconsistency.

**7. DEFINITIONS**

**'Credit Union'** means Energy Credit Union Ltd.

**'Union'** means The Finance Sector Union.

**'Commission'** means the Australian Industrial Relations Commission (AIRC).

**'Permanent Employee'** shall mean a person employed on a regular full time or part time basis that has completed the maximum 6-month probationary period.

**'Fixed Period, Specific Task'** shall mean employees may be engaged for a specific period of time or to undertake a specific task. This term will be advised in writing at time of engagement.

'Temporary Employee' shall be those employees employed by an Agency and contracted to work at Energy Credit Union Ltd not covered by this agreement.

## 8. EMPLOYEE RELATIONS COMMITMENTS

The Agreement is consistent with the requirements of the Workplace Relations Act 1996. It does not reduce the conditions of employment or salaries of employees.

The parties to this agreement have entered into a spirit of genuine co-operation. The objective is to promote and foster a positive employee relation's environment based on co-operation and trust.

## 9. INTENTION OF THE PARTIES

Energy Credit Union Ltd and its staff acknowledge the need for a continuing climate of mutual co-operation to ensure the development of common goals and to create a receptive environment for the introduction of change and the maximising of resulting benefits.

The parties to this agreement acknowledge that the business needs of Energy Credit Union Ltd require the development of a culture of flexibility in working hours and practices, an environment of continuous improvement, and a quality customer service focus.

Energy Credit Union Ltd and its staff recognise the need to create a secure work environment which both responds to changing business needs and competitive pressures on the enterprise and accommodates the personal needs, individual responsibilities and pressures and ambitions of its employees.

To maximise the benefit of this Agreement, a working environment of trust and co-operation must be engendered. To achieve this objective the parties to this Agreement will work together with staff of Energy Credit Union Ltd to develop a participative approach to workplace relations. Energy Credit Union Ltd and its staff are committed to this concept and to making it work.

## 10. ROSTERING

The arrangement of the proposed new working hours is intended to meet the needs of individual Energy Credit Union Ltd operations and their employees. Hours of work will be determined by taking into account the :-

Most efficient delivery of the required level of service.

Most effective way of exceeding member needs.

Most effective way of meeting the employee's needs for providing meaningful work, career development, recreation and occupational health and safety.

Personal circumstances of employees, including family responsibilities and lifestyle

Most productive and effective utilisation of resources and equipment

Working hours arrangement are to be agreed by *consultation* with the employee.

**Consultation is defined as discussions which take place between an employee or group of employees and their manager, resulting in an agreement as to working hours arrangements. It shall be without duress and with genuine consent.**

A roster of hours will be prepared and signed by the manager and the employee(s) concerned. The roster may be varied when new arrangements are entered into. All variations must be agreed and signed. Once set, an individuals work roster will be altered infrequently.

An employee's willingness or otherwise to participate in revised working hours arrangements will not be the subject of performance counselling nor will it be used in assessment for salary or promotion.

## 11. HOURS OF WORK

- (1) The span of ordinary hours shall be 7.00 a.m. to 9.00 p.m., Monday to Friday, and 8.00 a.m. to 5.00pm Saturday.
- (2) Ordinary hours of work exclusive of meal breaks, shall be an average of 37.5 per week.

Week shall mean any five consecutive days (unless otherwise mutually agreed) to be worked Monday to Saturday.

- (3) When an employee is directed to work beyond 8.00 p.m. and where the usual means of transport is either unavailable, impracticable or unsafe, the employer shall arrange suitable transport for the employee between the place of work and the employee's place of residence.
- (4) Meal breaks shall be no less than 30 minutes, as determined by the employer provided that an employee shall not be called upon to work in excess of 5 hours without a meal break. Provided further that in emergency circumstances a meal break may be deferred by mutual agreement.
- (5) Commencing and ceasing times and days of work within the span of hours may be staggered and varied from employee to employee, by the employer as per clause 10 to improve operational efficiency.

## 12. TIME IN LIEU OF OVERTIME

- (1) Employees may take time off in lieu of overtime payment by negotiation with their manager. Time off will be recorded by the payroll officer and calculated at the overtime rate and the amount of overtime worked and will be taken at a time convenient to both the employee and the Credit Union.

- (2) Time off will be taken within two(2) months of it falling due by arrangements agreed between the employee and the manager or it will be paid out.

### **13. SALARIES**

#### **13A SALARY INCREASES**

The parties acknowledge that a salary review was undertaken of all employees as of the 1<sup>st</sup> September 1998 where wage increases were given to staff of Energy Credit Union Ltd.

The parties agree that there will be two (2) increases to the actual salaries of the eligible staff over the life of this agreement, made in the following manner:

2% as from 1 July 1999

2% as from 1 July 2000

#### **13B PERFORMANCE BASED SALARY STRUCTURE**

It is agreed by the parties that the implementation of a performance pay scheme will facilitate the ongoing efficiency and growth of Energy Credit Union Ltd and contribute to the skills development and motivation of employees. It is further acknowledged by the parties that the ongoing growth and success of Energy Credit Union Ltd as a commercial enterprise is a common goal to benefit shareholders and employees alike.

Energy Credit Union Ltd agree that within the first 6 months of the Agreement they will work with staff to develop a performance based salary structure. The intent is to complete the development of this structure by 1 May 1999 and that it be implemented on 1 July 1999.

The broad principles of the performance based pay structure already agreed are:

- (1) A performance based salary structure will replace the present annual salary reviews.

This performance based salary structure will be based on five salary steps and progress through each step will be by performance of the individual based on predetermined performance criteria.

- (2) These five steps will be designated as follows:

- 0 Commencement or unsatisfactory
- 1 Needs improvement or requires additional training
- 2 Competent - fully meets the minimum standard required
- 3 Superior- consistently exceeds the minimum standard requirements

- 4 Outstanding - far exceeds on a consistent basis the minimum standard requirements.

The salary structure agreed upon by Energy Credit Union Ltd and the Finance Sector Union is shown below and Annexure 1.

Junior Rates of Wages	%
Under 17	50
At 17 years of age	60
At 18 years of age	70
At 19 years of age	80
At 20 years of age	90

The above percentages apply to the appropriate grade upon which the Junior is employed.

	ECU Base Commencement	Needs Improvement	Competent	Superior	Outstanding
	\$	\$	\$	\$	\$
Grade 1	21273.20	21731.00	22189.00	22646.00	23104.00
Grade 2	23104.00	23374.00	23644.00	23914.00	24184.00
Grade 3	24184.00	24454.00	24724.00	24993.00	25263.00
Grade 4	25263.00	25533.00	25803.00	26073.00	26343.00
Grade 5	26343.00				

- (3) G5 represents a minimum Manager rate and is subject to a salary package arrangement.
- (4) (4.1) Each employee will be appraised twice yearly.
- (4.2) The first appraisal will be conducted in December of each year where the employee will be advised of his or her performance.
- (4.3) The second appraisal will be conducted in June of each year where the employee will be appraised to determine progression through each step of the Performance Based Salary Structure.
- (4.4) Where an employee has been appraised as described in (4.3) above and it has been determined that the employee will progress to the next step, the operative date shall be the 1st July.

- (5) This performance appraisal assesses:
- (5.1) The achievement and otherwise of the staff member's individual key objectives and
- (5.2) The degree of competency of the staff member in the following areas:
- i) Member Service Focus
  - ii) Sales ability
  - iii) Communication - oral and written
  - iv) Organising ability
  - v) Co-operation and Team work
  - vi) Quality of work
  - vii) Quantity of work
  - viii) Office/System Technology
  - ix) Acceptance of change
- (6) To ensure that all staff are fairly appraised a genuine Dispute Settling Procedure has been developed for all employees. This procedure is set out at Clause 17 of this agreement.
- (7) Nothing in this clause prevents the employer from commencing an employee at a higher Grade.

#### **14. ANNUAL LEAVE LOADING**

- (14.1) All Leave Loading Accrued up to the 8th January 1999 will be paid out.
- (14.2) All leave loading accrued in the future will be paid annually on the first full pay period in December each year.

#### **15. LONG SERVICE LEAVE**

- (1) The entitlement for new employees commencing after the registration of this Enterprise Bargaining Agreement shall be thirteen (13) weeks after each ten (10) years of continuous service.
- (2) All employees employed by Energy Credit Union Ltd prior to the registration of the Enterprise Bargaining Agreement will continue to have their long service leave accrue at thirteen (13) weeks after each seven (7) years of continuous service.
- (3) An employee having accrued their first entitlement to Long Service Leave as described in (1) or (2) above shall be entitled to pro rata Long Service Leave thereafter.



**16. MEASURES TO ACHIEVE GAINS IN PRODUCTIVITY, EFFICIENCY AND FLEXIBILITY**

Consistent with the objectives mentioned within this agreement they are designed to be implemented to achieve real and lasting improvements in productivity, efficiency and flexibility whilst improving the standard of living, job satisfaction and continuity of employment for employees.

**17. DISPUTES RESOLUTION PROCEDURE**

As part of establishing a culture of trust and co-operation in implementation of this Enterprise Agreement, Energy Credit Union Ltd and the Finance Sector Union are committed to a genuine grievance handling procedure.

Staff will not be discouraged or impeded in seeking to have concerns resolved through this process and will not suffer any loss of status or promotional opportunity by participating in a dispute settlement procedure.

The use of this dispute settlement procedure is not designed to promote or encourage a culture of complaint and division. Rather it is to engender a commitment of co-operation, harmony and a culture of employee involvement.

At any stage of the Disputes Settlement Procedure, Finance Sector Union members will be free to seek the assistance of and be represented by the Union.

The following procedure shall be observed for any dispute:

- (1) Raise the matter with their immediate Supervisor. The employee may choose to involve the Finance Sector Union in the initial discussion.
- (2) Where any such attempt at settlement has failed, or where the matter is of such a nature that discussion with their immediate Supervisor would be inappropriate the matter shall be notified to the appropriate Manager who shall pursue the matter upon their satisfaction of the substance of the claim.
- (3) If the matter is not resolved it shall be referred to a duly authorised representative of the employee who shall pursue the matter with the Human Resources Manager.
- (4) If the matter is not resolved it shall be submitted to a mutually agreed independent arbitrator.
- (5) It is not intended that any of the above procedures shall restrict any of the parties to refer the matter to the Australian Industrial Relations Commission for determination at any stage.

- (6) Without prejudice to either party work shall continue under previous arrangements while the matter in dispute is being dealt with in accordance with the above procedure.

**18. NO EXTRA CLAIMS**

The employer and the union agree that they will not, for the duration of this agreement, pursue any extra claims for changes in relation to the matters dealt with by this agreement except where consistent with this agreement.

**19. TRANSFERS/EXCHANGE OF STAFF BETWEEN BRANCHES**

Staff may be transferred between the Branch Network for operational and personal development reasons. Transfers and exchanges will be undertaken in accordance with this agreement

All staff transfers/exchanges will be mutually agreed between the employer and the employee affected and placed in writing outlining the circumstances of the transfer/ exchange including any arrangements for accommodation, travelling and any other administrative arrangements associated with the move.

**20. ANTI-DISCRIMINATION**

The parties to this Enterprise Bargaining Agreement agree that:

- (1) It is their intention to achieve the principle object in paragraph 3 (j) of the *Workplace Relations Act 1996*, which is to respect and value the diversity of the work force by helping to prevent and eliminate discrimination at their enterprise on the basis of race, colour, sex, sexual preference, age, physical or mental disability, marital status, family responsibilities, pregnancy, religion, political opinion, national extraction or social origin; and
- (2) Any dispute concerning these provisions and their operation will be progressed initially under Clause 17 Dispute Resolution Procedure in this Enterprise Agreement; and
- (3) Nothing in these provisions allows any treatment that would otherwise be prohibited by anti-discrimination provisions in applicable Commonwealth, State or Territory legislation; and
- (4) Nothing in these provisions prohibits:
- (i) Where an Enterprise Bargaining Agreement is approved before 23 June 2000, the payment of junior rates of pay; or

- (ii) Any discriminatory conduct (or conduct having a discriminatory effect) if:
  - (A) The employee is a member of staff of an institution that is conducted in accordance with the doctrines, tenets, beliefs or teachings of a particular religion or creed; and
  - (B) The conduct was in good faith to avoid injury to the religious susceptibilities of that religion or creed.

**21. TRADE UNION TRAINING LEAVE**

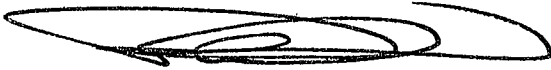
An employee nominated by the Union to attend a union education course will be entitled to a maximum of five days paid leave per calendar year for that purpose. Granting of leave will be subject to the work requirements of the area in which the employee works not being seriously affected.

The Union, when nominating an employee to attend a union education course, will endeavour to give the Credit Union reasonable notice of at least two weeks,

An employee may include any necessary travelling time in normal hours immediately before or after the course in the application for leave.

Leave granted under this clause shall be included as service for all entitlements under the Award or this Agreement.

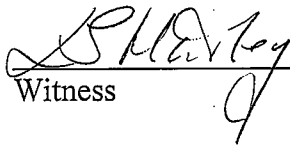
22. SIGNATORIES TO THE AGREEMENT



Signed for and on behalf of  
Energy Credit Union Ltd.

28.1.99

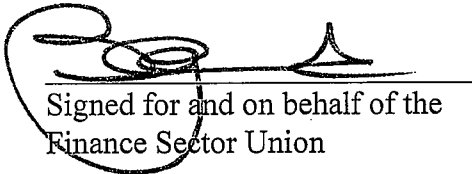
Date



Witness

28.1.99

Date



Signed for and on behalf of the  
Finance Sector Union

27.1.1999

Date

Witness

Date

## ANNEXURE 1

### CLASSIFICATION STRUCTURE

The following classifications shall apply:

#### Grade 1

A Grade 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.

Typical activities and skills may include but are not limited to:

- applying basic office procedures;
- operating office equipment;
- receiving, sorting, distributing & filing correspondence and documents;
- performing defined data entry/inquiry tasks;
- answering enquires using a general knowledge of the credit union's services.

#### Grade 2

A Grade 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 Grade 1.

Grade 2 employees are responsible for their own work, which is performed within established routines, methods and procedures.

Typical activities and skills may include but are not limited to:

- Processing of standard documentation
- Undertaking cashiering functions
- Answering enquires from members and external parties using a detailed knowledge of specific credit union activities.
- Drafting correspondence appropriate to job function
- Organising own work schedule
- Providing information/assistance to other staff members

#### Grade 3

A Grade 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 Grade 2.

The position encompasses limited discretion in achieving tasks 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.

Typical activities and skills may include but are not limited to:

- Undertaking of projects;
- Preparing reports and recommendations within their own job function;
- Drafting of routine correspondence;
- Administering/maintaining staff records;
- Delivery and/or co-ordination of learning and development activities;
- Staff supervision.

#### **Grade 4**

A Grade 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 Grade 3. Those employed at this level are responsible for their own work, and any employees under their control.

Positions at this level require the application of relevant specialist knowledge and experience.

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.

Typical activities and skills may include but not limited to:

- Managing and maintaining service standards
- Overseeing day to day operations of functional areas of responsibilities
- Implementing and maintaining effective controls
- Initiating disciplinary processes
- Assist with the recruitment and selection of staff
- Preparation of reports

#### **Grade 5**

A Grade 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 Grade 4.

The position may be:

- (a) a specialised role requiring formal qualifications and/or specialised vocational training and/or;
- (b) a managerial role responsible for the operation of part or parts of the credit union's business.

Those employed at this level exercise considerable discretion and/or are responsible for operational planning.

**Senior Officer**

A Senior Officer position is one in which tasks, service requirements and managerial functions are performed using an extensive range of skills and knowledge which are at a higher level than required at Grade 5.