

MyState Financial Credit Union of Tasmania Union Collective Agreement 2008

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PART 1 - APPLICATION AND OPERATION OF THE AGREEMENT

2. Title

This Agreement is the MyState Financial Credit Union of Tasmania Union Collective Agreement 2008.

3. Scope and Parties Bound

3.1 The parties to this Agreement are:

- (i) MyState Financial Credit Union of Tasmania Ltd;
- (ii) The Finance Sector Union of Australia (FSU); and
- (iii) All Employees bound by this Agreement.

3.2 The Agreement applies to all new and existing employees of MyState Financial Credit Union of Tasmania Ltd who are employed in the classifications set out in Clause 11 of this Agreement and as varied in accordance with the classification structure review provided for in clause 11.2 of this Agreement.

3.3 For the avoidance of doubt, this Agreement does not apply to employees of the Credit Union who are employed in roles remunerated on the basis of a Total Employment Cost package, with the exception of Personal Advisers, however those roles may be described by the Credit Union from time to time.

4. Date of Operation and Nominal Expiry Date

This Agreement will become operational on the seventh day after the date specified on the notice from the Workplace Authority advising that the Agreement has passed the no-disadvantage test. The Agreement shall remain in force for a period of 2 years unless otherwise terminated or varied beforehand by mutual agreement of the parties or operation of law.

After the Agreement has reached its nominal expiry date, either party may unilaterally terminate the Agreement in accordance with Section 392 of the Workplace Relations Act 1996. Any person who lodges a declaration to terminate the Agreement, must lodge the termination document with the Workplace Authority.

5. General Definitions

5.1 "MyState Financial", "Employer" or "Credit Union" shall mean MyState Financial Credit Union of Tasmania Ltd.

5.2 "Employee" means any person engaged by MyState Financial Credit Union of Tasmania Ltd. to perform work that falls under Clause 11, Classification Structure.

- 5.3 "Trainee" is as defined in Section 8.4 of the National Training Wage Award 2000 [AW7908899CR PR904174].
- 5.4 "Union" shall mean the Finance Sector Union of Australia.
- 5.5 "Act" means the *Workplace Relations Act 1996* (Cth).
- 5.6 "FWA" means Flexible Working Arrangements
- 5.7 For the purposes of this agreement, unless otherwise specified, reference to a year of employment of an employee shall mean a period of 12 calendar months from the date of employment or any year subsequent to that date.
- 5.8 Unless otherwise specified, any policy of the Credit Union is not incorporated into, and does not otherwise form part of, this Agreement, and may be amended by the Credit Union at its discretion from time to time.

6. Relationship to the Award and Previous Agreement

This Agreement supersedes the Connect Credit Union Award 2004 and the Connect Credit Union of Tasmania Ltd and the Finance Sector Union Enterprise Agreement 2007 in their entirety.

PART II - EMPLOYMENT RELATIONSHIP AND ASSOCIATED MATTERS

7. Types of Employment

7.1 Terms of Engagement

7.1.1 Employees employed under this Agreement will be employed in one of the following categories:

- a) Full-time employees;
- b) Part-time employees;
- c) Part-time job-share employees;
- d) Casual employees; or
- e) Fixed-term temporary employees.

7.1.2 At the time of engagement, the Credit Union will inform each employee of the terms of their engagement and in particular whether they are to be full- time, part-time, casual or fixed term.

7.2 Full-Time Employees

A full-time employee shall mean a person employed to work 37.5 ordinary hours per week, subject to the provisions of Part V - Hours of Work, Clause 14.1 and 14.2.

7.3 Part-Time Employees

7.3.1 A part-time employee is an employee who:

- a) works less than 37.5 hours per week;
- b) has regular hours of work;
- c) works a minimum of four consecutive hours on any one day; and
- d) receives, on a pro-rata basis, equivalent wages and conditions to those of a full-time employee who performs the same kind of work.

7.3.2 At the time of engagement, the Credit Union and the part-time employee will agree in writing on a regular pattern of work, within the Credit Union's pay period, specifying at least the hours to be worked each day, which days of the week the employee will work and the actual starting and finishing time each day subject to the provisions of Part V, Hours of Work, Clauses 14.1 and 14.2.

7.3.3 Once agreed, these will become the set scheduled hours for the employee.

7.3.4 Part-time employees will have equal access to training, promotion and career opportunities.

7.3.5 Temporary Increase in Hours of Part-Time Employees

- a) Part-time employees may, by mutual agreement, work additional hours to their regular rostered hours on a temporary basis up to a maximum of 37.5 hours in any one week. The period may, by mutual agreement, be less than the minimum four consecutive hours on any one day.
- b) Such additional hours shall be paid at the ordinary time rate of pay and such additional hours will attract accruals of leave.
- c) Part-time employees shall receive the overtime rates in accordance with Clause 14.6, Overtime, Weekend and Public Holiday Work for all work in excess of 7.5 hours in any one day or for work performed on a Saturday, Sunday or public holiday.

7.3.6 Change to Spread of Hours of Part-Time Employees

- a) The Credit Union may seek to vary a part-time employee's agreed spread of hours at any time to meet the operational requirements of the workplace.
- b) Any variation to the spread of hours, either on a temporary or a permanent basis, will be negotiated following a full, open and non-coercive discussion on the needs of each party.
- c) In assessing any proposed changes to the employee's spread of hours, the Credit Union must take into account all relevant factors such as the employee's personal circumstances (including family and work/study responsibilities).
- d) In the first instance, the parties will attempt to reach a mutually agreeable outcome to the variation request.
- e) Where agreement has been reached, the new spread of hours will be recorded in writing and given to the employee.
- f) Where agreement cannot be reached on the change to the spread of hours, the Credit Union may:
 - (1) offer the change to another employee; or
 - (2) not make the change in the pattern of work; or
 - (3) inform the employee that their spread of hours may be varied at the expiration of four weeks' written notice (or such lesser period of notice as may be agreed between the parties).
- g) Any dispute arising out of the change to the spread of hours of part-time employees shall be resolved in accordance with Clause 17 – Dispute Resolution Procedure. No changes shall be made to the employee's working arrangements until the matter is resolved in accordance with the Dispute Procedures.

- h) This Clause does not preclude the entitlements of employees under Clause 18 – Redundancy and Retrenchment.

7.4 On Going Flexibility

- 7.4.1 Changing business and operational needs during the period of this Agreement may necessitate either a permanent or temporary change in an employee's work duties, place of work and/or work roster.
- 7.4.2 In the first instance, the parties will attempt to reach a mutually agreeable outcome to the proposed changes.
- 7.4.3 Any permanent change(s) to an employee's work duties, place of work or work roster under this Clause, will only be made after the Credit Union has fully assessed all factors it considers relevant such as:
 - (a) The employee's personal circumstances (including family and work/study responsibilities).
 - (b) That the new position offered is substantially similar or better than the employee's current position; and
 - (c) That the location of the new position is within reasonable travelling distance from the employee's home.
- 7.4.4 The changes will be confirmed in writing with the employee by giving at least four weeks' notice (or such lesser period of notice as may be agreed with the employee).
- 7.4.5 Where a temporary change(s) in work duties, place of work or work roster needs to be made, the employee will be advised of the necessary change(s) during consultation and will be provided with as much notice as possible. The provisions of subclause 7.4.3 will also apply in this case.
- 7.4.6 This Clause does not preclude the entitlements of employees under the Clause 18 – Redundancy and Retrenchment.
- 7.4.7 Any dispute in relation to the changes will be resolved through the Dispute Resolution Procedures, Clause 17 of this Agreement. No changes shall be made to the employee's work arrangements until the matter is resolved in accordance with the Dispute Procedures.

7.5 Part-time Employees - Job Share

7.5.1 Definition

Job sharing is an arrangement where two part-time employees voluntarily share all the duties and responsibilities of a permanent full-time position. Job sharing is by necessity completely voluntary

on the part of the Job Sharers and either Job Sharer can withdraw from the arrangement by securing another position within the Credit Union or by termination of employment as prescribed in clause 9 of this Agreement.

7.5.2 Hours of Work

A Job Sharer's weekly hours and days will be set by mutual agreement between the Job Sharers and the Credit Union but may be altered in accordance with the provisions of Clause 7.3.4.

A change of hours may also be negotiated by a Job Sharer for personal or family needs provided the business needs of the Credit Union and the needs of the other Job Sharer are met.

7.5.3 Relief

The Job Sharers may provide relief to cover short-term casual absences of each other such as sick leave. In the case of annual leave or other extended leave, the Job Sharers may elect to take leave at the same time. Should leave be taken separately, the other Job Sharer may provide relief.

7.5.4 Ordinary Rates of Pay

A Job Sharer providing relief in the other portion of the Job Share position during periods of sick leave, annual leave or other authorised absences shall only be entitled to payment at ordinary time rates. Work performed in excess of full-time hours shall attract the normal overtime penalties prescribed in this Agreement.

7.5.5 Independent Status of Job Sharer

Whilst both Job Sharers are to contribute to the responsibility and completion of tasks for their position, each Job Sharer will be individually assessed for performance, appraisal and disciplinary purposes.

7.5.6 Career Development

Job Sharers will have equal access to training, promotion, training and career opportunities.

7.5.7 Resignation of Job Sharing Position

In the event of one Job Sharer terminating their position in a Job Share partnership, the other Job Sharer may provide relief for the remaining portion of the Job Share until such time as a replacement partner is engaged.

The Credit Union shall endeavour to quickly replace a Job Sharer in this event. However, the Credit Union shall not be held responsible for any delay in finding a replacement employee for reasons that are beyond its control.

In the event of a Job Sharer terminating their position in a Job Share partnership and the Credit Union subsequently deciding that the position shall be converted to a full-time basis, the Job Share partner shall be given the first refusal for this position.

7.6 Casual Employment

7.6.1 A casual employee shall mean an employee who is engaged on an irregular or intermittent basis to perform specific duties for a specified period/s on a short-term basis.

7.6.2 A casual employee shall be paid for all hours worked during ordinary time on Monday to Friday an hourly rate of 1/37.5 of the weekly rate prescribed for the class of work performed, plus a 25 per cent loading in lieu of annual leave, paid personal/carer's leave and public holidays.

7.6.3 Casual employees must be paid as per the Credit Union's normal pay cycle or as mutually agreed.

7.6.4 On each occasion a casual employee is required to attend work he or she is entitled to a minimum payment for three hours' work.

7.6.5 Subject to Clause 7.6.6 below, the following provisions of this Agreement do not apply to casual employees:

a) Clause 8	Probationary employees
b) Clause 9	Termination of employment
c) Clause 12.2	Voluntary Superannuation contributions by Salary Sacrifice
d) Clause 13.4	First aid allowance
e) Clause 13.6	Study assistance
f) Clause 14.3	Flexible Work Arrangements
g) Clause 14.4	Additional Time
h) Clause 13.3	Call-back allowances
i) Clause 15.1	Annual leave
j) Clause 15.2	Entitlement to cash out leave
k) Clause 15.3	Additional Leave Scheme
l) Clause 15.5	Personal /carer's leave (except as detailed in Clause 15.5.7 (b))
m) Clause 15.6	Public holidays
n) Clause 15.8	Leave without Pay
o) Clause 18	Redundancy and Retrenchment
p) Clause 21	Salary Continuance

7.6.6 Caring responsibilities

(a) Subject to the evidentiary and notice requirements of Clauses 15.4 and 15.5, casual employees are entitled to not be available to attend work, or to leave work if they need to

care for members of their immediate family or household who require care and support because of personal illness or injury, an unexpected emergency affecting the member or the birth of a child to the member.

- (b) The Credit Union and the employee shall agree on the period for which the employee will be entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend work for up to 48 hours (i.e. 2 days) per occasion. The casual employee is not entitled to any payment for the period of non-attendance.
- (c) The Credit Union must not fail to re-engage a casual employee because the employee accessed the entitlements provide for in this clause. The rights of the Credit Union to engage or not engage a casual employee are otherwise not affected.

7.7 Temporary Employment

- 7.7.1 A temporary employee shall mean an employee who is engaged on a fixed term temporary basis for the purpose of meeting special needs or completing special projects.
- 7.7.2 The parties anticipate that the most likely 'special needs' to be met by engaging a temporary employee will be the temporary replacement of an employee on parental leave or an employee participating in the Additional Leave Scheme arrangement.
- 7.7.3 Employees may also be engaged on a temporary basis for special projects and to meet the Credit Union's temporary staffing needs. It is anticipated that the maximum period of engagement under this provision will be 6 months, with the exception of replacement employees who are employed to cover the absence of employees on parental leave in accordance with Clause 15.9.12 or the Additional Leave Scheme Arrangements in Clause 15.3.
- 7.7.4 The period of a temporary employee's engagement will be agreed in writing prior to their commencement.
- 7.7.5 A temporary employee employed under this clause shall be paid for all ordinary hours worked at the rate of pay prescribed in Appendix One for the classification of the work performed.
- 7.7.6 The following provisions of this Agreement do not apply to temporary employees:
 - a) Clause 9 Termination of employment
 - b) Clause 15.3 Additional Leave Scheme
 - c) Clause 18 Redundancy and Retrenchment
- 7.7.7 Subject to any service qualification and to any specific exclusion, the terms and conditions of this Agreement will apply to a temporary employee on a pro rata basis.

7.8 Calculation of Service

- 7.8.1 Subject to the provisions in subclause 7.9, in calculating service for all purposes in this Agreement, service will be taken to cover the total unbroken period of full-time or part-time

employment with Connect Credit Union; Savings and Loans Credit Union; Teachers, Police and Nurses Credit Union; Teachers and Police Credit Union; Teachers Credit Union; Police Credit Union; Island State Credit Union of Tasmania; Orchard Investment Services; and CPS Credit Union from the date of employment to the date of termination of employment.

7.8.2 For all purposes of this Agreement, the following shall be deemed to be periods of service:

- a) Any leave of absence with pay approved by the Credit Union.
- b) Any absences on account of sickness not exceeding twelve consecutive months;
- c) Any period for which an employee (already in the Credit Union's service when he or she was called up or enlisted) has been engaged in war service or any service with the Armed Forces or Reserves.
- d) Periods of engagement as a trainee where the Credit Union is the "host employer" under a Group Training Scheme shall be counted as service for the purpose only of long service leave.

7.9 Continuity of Service

Periods of leave without pay shall not break the continuity of service of an employee but shall not be taken into account in calculating the period of service for any purpose of the Agreement.

8. Probationary Employees

- 8.1 Nothing in this Agreement shall be construed as making probationary employment mandatory.
- 8.2 Probationary employment shall not apply in respect of casual employees.
- 8.3 An employee may be engaged as a probationary employee during an initial probationary period of up to three months' duration. The probation period shall be specified in the contract of employment.
- 8.4 Probationary employment forms part of an employee's period of continuous service for all purposes of the Agreement, except where otherwise specified in this Agreement.
- 8.5 The Credit Union shall complete a first probationary review no later than mid-way through the defined probationary period. Following the conclusion of the first probationary review the Credit Union will provide the probationary employee with feedback about their work performance. Where areas of unsatisfactory performance are identified, the probationary employee will be made aware of the standards of satisfactory performance required and the dates by which such standards are required to be achieved by the employee.
- 8.6 The Credit Union may terminate an employee's employment contract at any time during the probationary period if it considers that the probationary employee is demonstrably not suitable for the position on the basis of their capacity and abilities.

- 8.6.1 Where the Credit Union has determined that the probationary employee is unsuitable for the position, they shall advise the employee of the reasons for the decision.
- 8.6.2 The employee shall be given two weeks' notice of termination of employment or payment in lieu thereof.
- 8.7 The Credit Union shall complete a final probationary review by no later than two weeks before the end of the probationary period specified in the contract of employment and, prior to the end of the probationary period, inform the employee of the outcome of this review under the following terms:
 - 8.7.1 Where the employer has determined that the probationary employee has satisfactorily completed their probation, that their employment will continue; or
 - 8.7.2 Where the Credit Union, as a consequence of the probationary reviews, has determined that the probationary employee has not satisfactorily met the employer's work performance requirements, the probationary employee shall be informed of the outcome of the final review and shall be given two weeks' notice of termination of employment or payment in lieu thereof;
 - 8.7.3 Should the Credit Union fail to complete the required final probationary review within the time specified, the employee will be deemed to have successfully completed the probationary employment period, unless the failure to review occurs due to circumstances beyond the Credit Union's control.
- 8.8 Clause 17, Dispute Resolution Procedure of this Agreement, shall apply to this provision. The provisions of Clause 18, Redundancy and Retrenchment and Clause 9, Termination of Employment shall not apply in respect of probationary employees.

9. Termination of Employment

9.1 Notice of Termination by the Credit Union

- 9.1.1 In order to terminate the employment of an employee, except where mutually agreed in writing between the Credit Union and the employee, the Credit Union shall give to the employee the following notice:-

Employee's period of continuous service with the employer.	Period of notice
Not more than 1 year	At least 1 week
More than 1 year but not more than 3 years	At least 2 weeks
More than 3 years but not more than 5 years	At least 3 weeks
More than 5 years	At least 4 weeks

- 9.1.2 In addition to the notice in subclause 9.1.1, employees over 45 years of age at the time of the giving of the notice with not less than two years' continuous service with the Credit Union, shall be entitled to an additional week's notice or payment in lieu of notice.
- 9.1.3 The Credit Union may elect to pay the employee in lieu of the notice specified in clause 9.1.1 or 9.1.2, provided that employment may be terminated by part of the period of notice specified and part payment in lieu.
- 9.1.4 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, shall be used in calculating any payment in lieu of notice.
- 9.1.5 The period of notice in this clause shall not apply in the case of dismissal for conduct that justifies instant dismissal or in the case of casual employees, temporary employees or employees engaged for a specific period of time or for a specific task or tasks.
- 9.1.6 For the purposes of this clause, continuity of service shall be calculated in accordance with the provisions of subclause 7.8, Calculation of Service and subclause 7.9, Continuity of Service of this Agreement.

9.2 Notice of Termination by Employee

- 9.2.1 The notice of termination required to be given by an employee shall be the same as that required of the Credit Union, save and except that there shall be no additional notice based on the age of the employee concerned.
- 9.2.2 If an employee fails to give notice the Credit Union shall have the right to withhold moneys due to the employee to a maximum equal to the ordinary time rate of pay for the period of notice not given.

9.3 Time Off Work During Notice Period

Where the Credit Union has given notice of termination to a full-time employee or a part-time employee, the employee shall be allowed up to one day's leave per week without loss of pay for the purpose of seeking other employment. The leave shall be taken at times that are convenient to the employee after reaching agreement with the Credit Union.

PART III - WAGES AND RELATED MATTERS

10. Rates of Pay

10.1 Wage Increases and Translation Arrangements

10.1.1 The Credit Union paid a wage increase of 4.0% to all employees covered by this Agreement on or about 1 July 2008. Once the Agreement comes into operation, the Credit Union will pay to employees a further wage increase of 0.5% (this will be backdated to 1 July 2008).

10.1.2 Once the Agreement comes into operation, employees covered by this Agreement will be assigned to a classification in Clause 11.1 and a corresponding salary point rate in Appendix 1. The Credit Union will advise employees of their classification and salary point level. To the extent that the classification to which an employee is assigned has a higher rate of salary than the classification under any prior agreement under which the employee was employed during the period from 1 July 2008 until the date immediately before this Agreement comes into operation, then the higher rate will be backdated to 1 July 2008.

10.1.3 An increase of 4.5% in the wage levels for all employees whose occupation is classified as Level A, Level B, Level C, Level D and Personal Adviser shall be paid as from 1 July 2009.

10.1.4 No employee will be assigned to a lower classification level or receive a reduction in salary as a result of the process described in clause 10.1.2.

10.1.5 The wage rates to apply during the life of this Agreement after each of the increases are set out in Appendix One.

10.1.6 For the avoidance of doubt, in this Agreement, the terms salary and wages are used interchangeably.

10.2 Payment of Wages

The Credit Union shall pay wages fortnightly to the employee's nominated financial institution account.

11. Classification Structure

The Credit Union's classification structure is as follows.

11.1 Branch and Service Centre Stream

11.1.1 Branch and Service Centre Level A

Role Definition

General Requirements

A level A position performs a prescribed range of functions involving known routines and procedures and has some accountability for the quality of outcomes. Those employed at this level are able to acquire and apply a working knowledge of MyState Financial's products, procedures and policies in order to deal with enquiries to satisfy routine member needs.

Responsibilities

Level A employees are responsible for their own work, which is performed within clearly defined policies, methods and procedures. The work requires the exercise of limited discretion and they operate under direct supervision.

The work generally involves high volume transaction and account processing.

Within the Retail network, those employed at this level generally operate as Service Consultants in a branch.

Indicative Tasks

An employee at this level would normally undertake the following indicative tasks:

- Answer routine enquiries from members and provide non-personal advice requiring a general knowledge of MyState Financial's activities, services and products;
- Undertake high volume data entry, account maintenance, cash handling and associated service functions;
- Undertake cash and TCD balancing;
- Identify opportunities for referrals for products and services including loans, general insurance, basic deposit and savings accounts, investment products and financial planning.

Qualifications

An employee who holds secondary school education to a standard that provides numeracy and literacy skills required for the position would be classified at this level when employed to perform the function in the role definition and taking into account the indicative tasks. It would be expected that the employee would complete on-the-job training or short courses relating to specific work procedures and processes.

The employee may hold a relevant vocational qualification at the Certificate II or III level.

Level A , Salary Point 1

Employees graded at Salary Point 1 in this Level are recent appointees to the position with generally less than 3 month's experience.

Level A, Salary Point 2

Employees graded at this Salary Point should have completed:

- The required on-the-job technical and operational training for the position and be assessed as competent in the core position responsibilities.
- All relevant compliance training including FSRA Tier 2 accreditation as specified in the position description.

Level A, Salary Point 3

Employees graded at this Salary Point should:

- Be assessed as highly experienced in the indicative tasks and key skills defined in the position description.
- Hold a relevant vocational qualification.

Level A, Salary Point 4

Employees graded at this Salary Point should:

- Regularly undertake higher-level Service Consultant functions in the Branch. Examples include ordering cash, operating the cash dispensers, providing mentoring to other, less experienced staff, dealing with escalated queries requiring a higher level knowledge of the products and services portfolio, and/or,
- Regularly undertake relief duties for the Service Adviser positions (at least 20% of the staff member's duties).

11.1.2 Branch and Service Centre Level B**Role Definition****General Requirements**

A Level B 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 A.

A Level B employee requires a degree of specialised knowledge to deliver effective Member service and achieve service and advisory standards.

Within the Retail network, those employed at this level generally operate as a Service Adviser in a Branch or a Service Consultant in the Service Centre.

Responsibilities

Those employed at this level work under limited supervision and are responsible and accountable for their own work. They exercise some discretion and judgement within prescribed limits and the range of their skills and knowledge. They generally operate within well-defined policies and procedures.

Indicative Tasks

An employee at this level would normally undertake the following indicative tasks:

- Answer enquiries from members which require a detailed and specialist knowledge of MyState Financial's services, policies, procedures and products;
- Provide advice and referrals for MyState Financial's deposit, savings and investment products;
- Deal with enquiries on general insurance, providing quotations and undertaking processing functions.
- Effectively make referrals for MyState Financial's products and services portfolio including loans, consumer loan protection, risk insurance and investments;
- Undertake basic interviews with members as part of the process for opening new memberships, savings and investment accounts.
- Act as first point of contact for Members and direct them to the appropriate service delivery channel.
- Deal with inbound enquiries in the Service Centre from members, which require a detailed, and specialist knowledge of MyState Financial's Member account systems, policies and procedures and the deposit products and non-cash payment facilities.
- Educate Members in the use of remote access facilities.

Qualifications

An employee who holds a Certificate III in Financial Services or equivalent would be classified at this level when employed to perform the function in the role definition and taking into account the indicative tasks.

Level B, Salary Point 1

Employees graded at Salary Point 1 in this Level are recent appointees to the position with generally less than 3 month's experience.

Level B, Salary Point 2

Employees graded at this Salary Point should have completed:

- The required on-the-job technical and operational training for the position and be assessed as competent in the core position responsibilities.
- All relevant compliance training including FSRA Tier 2 accreditation for the position as specified in the position description.

Level B, Salary Point 3

Employees graded at this Salary Point should:

- Be assessed as highly experienced in the indicative tasks and key skills defined in the position description and hold a relevant vocational qualification.
- Be capable of mentoring other, less experienced staff.
- Employees operating in a Service Adviser role in the branch network should be assessed as competent and Tier 2 accredited in general insurance.

Level B, Salary Point 4

Employees graded at this Salary Point should be:

- Multi-skilled in providing higher-level product, service and advisory support with the branch or service centre. Examples include undertaking basic interviews with members

and regularly dealing with escalated member queries and complaints which require an extensive knowledge of the product and services portfolio;

- Capable of regularly relieving in higher graded positions and supporting the Business Unit in the completion of operational and administrative tasks.

11.1.3 Branch and Service Centre Level C

Role Definition

A Level C 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 B.

An employee at this level may be involved in the operation of a Branch or Service Centre, which requires the application of relevant specialist technical knowledge and experience.

The position requires a high degree of specialised knowledge to deliver effective member service and achieve service standards for the Branch or Service Centre.

Those employed at this level are required to advise on a range of activities and contribute to the determination of objectives within the required area of expertise.

Those employed at this level in the Retail network generally operate as a Loans Consultant, specialising in personal loans and overdrafts, or a Personal Adviser Assistant.

Responsibilities

Those employed at this level work without supervision with general guidance on progress and outcomes. They are responsible for their own work and should be capable of guiding employees in lower grades by means of coaching and demonstration.

They exercise initiative, discretion and judgement within the range of their skills and knowledge. Supervision is minimal.

Employees at this level must demonstrate superior advisory and service skills and knowledge of the business unit activities.

A Loans Consultant at this Level would be expected to have an indicative delegated authority of at least Level 3 or its equivalent.

Indicative Tasks

An employee at this level would normally undertake the following indicative tasks:

- Deal with enquiries and applications relating to the provision of personal loans and overdrafts from initial inquiry through to offer of loan within delegated lending limits;
- Regularly conduct needs analysis with members.
- Process quotes and handle enquiries for general insurance and loan protection products and services.

- Identify opportunities for referrals for products and services including mortgage loans and financial planning products.
- Process loan and financial product documentation to support Personal Advisers and Financial Planners, which requires a competent level of knowledge of the consumer lending and services portfolio.
- Conduct high level outbound member contact programs and telemarketing campaigns in the Service Centre.
- Regularly undertake coaching and mentoring duties of staff in the Service Centre.

Qualifications

An employee who holds a Certificate IV in Financial Services or equivalent would be classified at this level when employed to perform the function in the role definition and taking into account the indicative tasks.

Level C, Salary Point 1

Employees graded at Salary Point 1 in this Level are recent appointees to the position with generally less than 3 month's experience.

Level C, Salary Point 2

Employees graded at this Salary Point should have completed:

- The required on-the-job technical and operational training for the position and be assessed as competent in the core position responsibilities.
- All relevant compliance training including FSRA Tier 2 accreditation for the position as specified in the position description.

Level C, Salary Point 3

Employees graded at this Salary Point should:

- Be assessed as highly experienced in the indicative tasks and key skills defined in the position description.
- Hold a relevant vocational qualification.
- At this salary point it would be expected that the employee should be capable of guiding employees in lower grades by means of coaching and demonstration.

Level C, Salary Point 4

Employees graded at this Salary Point should be:

- Multi-skilled in providing higher-level product, service and advisory support within the branch or service centre.
- Capable of regularly relieving in higher graded positions and supporting the Business Unit in the completion of operational and administrative tasks.

11.1.4 Branch and Service Centre Level D

General Requirements

A Level D 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 C.

Within the Retail network, those employed at this level generally operate as a Team Leader (Branch or Service Centre), with responsibility for the supervision of a front line team, a Senior Loans Consultant with a high level of experience and expertise in the assessment of consumer loans including mortgages or a Personal Adviser Assistant with extensive experience and expertise in lending and risk insurance.

Responsibilities

Those employed at this level exercise considerable discretion, initiative and judgment and are responsible for operational planning. A high level of independent decision-making is required.

They are responsible and accountable for their own work, and may have designated responsibility for staff under their supervision.

The position requires extensive experience and skills in the business unit functions and an advanced level of knowledge of the core banking systems, products and services portfolio.

Those employed at this level require extensive experience and skills in advisory and service functions and an advanced level of knowledge of the needs analysis process.

Typically, the position will require the capacity to understand specific client needs in order to apply advanced skills to assess risk, measure compliance with policies and standards or modify operational procedures.

A Senior Loans Consultant at this level must demonstrate advanced skills in the assessment of personal loans and mortgages.

A Personal Adviser Assistant at this level must demonstrate extensive experience in lending and risk insurance.

A Senior Loans Consultant would generally be expected to have an indicative delegated authority of at least Level 6 or its equivalent in the approval of personal loans, overdrafts and mortgages.

Indicative Tasks

An employee at this level would normally undertake the following indicative tasks:

Team Leader Tasks

- Undertake team leader activities including work scheduling, staff coordination, quality assurance and compliance activities.
- Contribute to staffing and operational planning within the Branch or Service Centre.
- Coach and develop teams and individuals in the team.
- Coordinate and evaluate service and business standards within the Branch or Service Centre.
- Supervise the daily work activities of front-line service staff.
- Promote team effectiveness.
- Foster innovation and continuous improvement in the team.
- Roster staffing arrangements and monitor service levels.

Advisory and Service Tasks

- Apply advanced advisory skills relating to financial services products and services.
- Tailor products and services to meet member needs.
- Prospect for new members and resolve complex member complaints.
- Evaluate and process credit applications, including mortgage loans, personal loans and commercial loans within delegated lending limits.
- Process quotes and handle enquiries for general insurance and consumer loan protection products and services.
- Identify opportunities for referrals for products and services including financial planning products.
- Undertake the training and development program for the role of Personal Adviser.

Qualifications

An employee who holds a Certificate IV or Diploma in Financial Services or Business (Front-Line Management) or equivalent would be classified at this level when employed to perform the function in the role definition and taking into account the indicative tasks.

An employee may also have completed specialist training or have relevant extensive work experience and the completion of specific skills development programs.

Level D, Salary Point 1

Employees graded at Salary Point 1 in this Level are recent appointees to the position with generally less than 3 month's experience.

Level D, Salary Point 2

Employees graded at this Salary Point should have completed:

- The required on-the-job technical and operational training for the position and be assessed as competent in the core position responsibilities.
- All relevant compliance training, including FSRA Tier 2 accreditation, for the position as specified in the position description.

Level D, Salary Point 3

Employees graded at this Salary Point should:

- Be assessed as highly experienced in the indicative tasks and key skills defined in the position description.
- Hold a relevant vocational qualification.
- At this salary point it would be expected that the employee should be capable of supervising employees and/or regularly undertaking staff coaching and mentoring.

Level D, Salary Point 4

Employees graded at this Salary Point should:

- Have the ability to regularly undertake higher-level advisory, team leader and lending functions and be multi skilled in all aspects of the position requirements.
- Be capable of regularly relieving in higher graded positions and supporting the Business Unit in the completion of operational and administrative tasks.
- Hold a relevant vocational qualification, including at least DFS Unit 1.
- A Senior Loans Consultant at this Salary Point is expected to have an indicative delegated authority of at least Level 7, or its equivalent, in the approval of personal loans, overdrafts and mortgages.
- A Team Leader at this Salary Point may be expected to undertake relief duties for the Manager on a regular and on-going basis.

Business Support Stream**11.1.5 Business Support Level A****Role Definition****General Requirements**

A level A position performs a prescribed range of functions involving known routines and procedures and has some accountability for the quality of outcomes. Those employed at this level are able to acquire and apply a working knowledge of MyState Financial's products, procedures and policies in order to deal with routine enquiries.

Responsibilities

Level A employees are responsible for their own work, which is performed within clearly defined policies, methods and procedures. The work requires the exercise of limited discretion and they operate under direct supervision.

The work generally involves high volume data processing and the application of knowledge and skills to a range of routine tasks.

The work includes clerical and administrative tasks and requires knowledge of general office procedures and requirements.

Indicative Tasks

An employee at this level would normally undertake the following indicative tasks:

- Answer routine enquiries from members and provide advice requiring a general knowledge of MyState Financial's activities, services and products;
- Undertake high volume data entry and account maintenance activities;
- Process mail and undertake scanning and processing of member files;
- Undertake routine banking tasks including processing of journals, payroll amendments and transfer orders;
- Prepare and process simple financial/business documents;
- Undertake routine clerical and administrative tasks.

Qualifications

An employee who holds secondary school education to a standard that provides numeracy and literacy skills required for the position would be classified at this level when employed to perform the function in the role definition and taking into account the indicative tasks. It would be expected that the employee would complete on-the-job training or short courses covering specific work procedures.

The employee may hold a relevant vocational qualification at the Certificate II or III level.

Level A , Salary Point 1

Employees graded at Salary Point 1 in this Level are recent appointees to the position with generally less than 3 month's experience.

Level A, Salary Point 2

Employees graded at this Salary Point should have completed:

- The required on-the-job technical and operational training for the position and be assessed as competent in the core position responsibilities.
- All relevant compliance training for the position as specified in the position description.

Level A, Salary Point 3

Employees graded at this Salary Point should:

- Be assessed as highly experienced in the indicative tasks and key skills defined in the position description.
- Hold a relevant vocational qualification.

Level A, Salary Point 4

Employees graded at this Salary Point should be:

- Multi skilled in all requirements of the position and business unit operations.
- Capable of relieving in higher graded positions and mentoring other less experienced staff.

11.1.6 Business Support Level B

Role Definition

General Requirements

A Level B 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 A.

A Level B employee applies knowledge with depth in some areas and a broad range of skills.

Responsibilities

Those employed at this level work under limited supervision and are responsible and accountable for their own work. They exercise some discretion and judgement within prescribed limits and the range of their skills and knowledge. They generally operate within well-defined policies and procedures.

Indicative Tasks

An employee at this level would normally perform the following indicative tasks:

- Use business technology and undertake business operations requiring a competent knowledge of the core banking systems;
- Provide information and advice to clients which requires a sound knowledge of MyState Financial's policies, procedures, products and services;
- Prepare and process financial/business documents requiring competent data entry skills;
- Draft and produce routine correspondence;
- Assist with the coordination and planning for business unit projects and activities;
- Provide administrative assistance and research support for the business unit;
- Use and maintain simple spreadsheets and databases;
- Maintain and update accounting records and journals and undertake routine reconciliation activities.
- Process and record financial transactions, such as cheques, debit/credit items, and invoices.
- Process banking operations such as direct entry and member chequing.

Qualifications

An employee who holds a Certificate III in Business, Financial Services or the equivalent would be classified at this level when employed to perform the function in the role definition and taking into account the indicative tasks.

Level B, Salary Point 1

Employees graded at Salary Point 1 in this Level are recent appointees to the position with generally less than 3 month's experience.

Level B, Salary Point 2

Employees graded at this Salary Point should have completed:

- The required on-the-job technical and operational training for the position and be assessed as competent in the core position responsibilities.
- All relevant compliance training for the position as specified in the position description.

Level B, Salary Point 3

Employees graded at this Salary Point should be:

- Assessed as highly experienced in the indicative tasks and key skills defined in the position description and hold a relevant vocational qualification.
- Capable of mentoring other, less experienced staff.

Level B, Salary Point 4

Employees graded at this Salary Point should be:

- Multi skilled in all requirements of the position and the business unit operations.
- Capable of regularly relieving in higher graded positions and supporting the Business Unit in the completion of operational and administrative tasks.

11.1.7 Business Support Level C

Role Definition

General Requirements

A Level C 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 B.

An employee at this level may be involved in the operation of a Business Unit, which requires the application of relevant specialist technical knowledge and experience.

The position requires a high degree of specialised knowledge in the Business Unit's operations and structures to deliver effective service standards.

Those employed at this level would be required to advise on a range of activities and contribute to the determination of objectives within their required area of expertise. They perform a wide range of tasks and the range of actions required will usually be complex.

Responsibilities

Those employed at this level work without supervision with general guidance on progress and outcomes. They are responsible for their own work and should be capable of guiding employees in lower grades by means of coaching and demonstration.

They exercise initiative, discretion and judgement within the range of their skills and knowledge. Supervision is minimal. Employees at this level must demonstrate superior skills and knowledge of the business unit activities.

Indicative Tasks

An employee at this level would normally perform the following indicative tasks:

- Resolve operational issues and document procedures within the scope of the role;
- Conduct routine technical investigations;
- Prepare operational and technical reports requiring an in-depth knowledge of the core functions of the business unit;
- Undertake specialist administrative, financial and accounting functions;
- Undertake business systems and information technology functions, including desktop support, service and delivery functions, help desk and computer maintenance activities;
- Undertake financial and banking tasks that require detailed and specialist knowledge of business systems, operations, products and services; for example, EFT and Visa disputes; data integrity and membership account management.
- Produce business documents requiring intermediate skills in relevant software packages;
- Maintain and prepare financial records and undertake audits on financial documentation;
- Undertake credit collection and assessment duties;
- Process specialised legal documentation, such as loan and securities documentation.

Qualifications

An employee who holds a Certificate IV in Business, Financial Services or a relevant discipline would be classified at this level when employed to perform the function in the role definition and taking into account the indicative tasks.

Level C, Salary Point 1

Employees graded at Salary Point 1 in this Level are recent appointees to the position with generally less than 3 months' experience.

Level C, Salary Point 2

Employees graded at this Salary Point should have completed:

- The required on-the-job technical and operational training for the position and be assessed as competent in the core position responsibilities.
- All relevant compliance training for the position as specified in the position description.

Level C, Salary Point 3

Employees graded at this Salary Point should:

- Be assessed as highly experienced in the indicative tasks and key skills defined in the position description.
- Hold a relevant vocational qualification.
- At this salary point it would be expected that the employee should be capable of guiding employees in lower grades by means of coaching and demonstration.

Level C, Salary Point 4

Employees graded at this Salary Point should be:

- Multi-skilled in all requirements of the position and the business unit operations.

- Capable of regularly relieving in higher graded positions and support the Business Unit in the completion of operational and administrative tasks.

11.1.8 Business Support Level D

Role Definition

General Requirements

A Level D 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 C.

An employee at this level is involved in the operation of a Business Unit, which requires the application of relevant specialist technical knowledge and/or supervisory skills.

The position requires a high degree of specialised knowledge to deliver effective client service standards and technical outcomes for the business unit.

Those employed at this level would be required to advise on a range of activities and contribute to the determination of objectives within their required area of expertise. They perform a wide range of tasks and the range of actions required will usually be highly complex.

Responsibilities

Those employed at this level exercise considerable discretion, initiative and judgment and are responsible for operational planning. Supervision is by means of reporting to more senior officers as required. A high level of independent decision-making is required.

They are responsible and accountable for their own work, and may have designated responsibility for the staff under their supervision.

The position requires extensive experience and skills in the business unit functions and an advanced level of knowledge of the core business/banking systems, information technology, or the products and services portfolio.

Typically, the position will require the capacity to understand specific client needs in order to apply advanced skills to assess risk, measure compliance with policies and standards or modify operational procedures.

Indicative Tasks

An employee at this level would normally perform the following indicative tasks:

Technical Tasks

- Undertake complex research activities and analyse and present information.
- Undertake high-level financial and advisory functions including the production of complex client advice documentation and client reviews.

- Undertake specialised information technology duties, including database management and high-level business system analysis and support.
- Undertake complex projects and activities including technical installation and user acceptance testing.
- Undertake high level and specialised collections and credit assessment tasks.
- Report on financial activity and assist in the preparation of reports, budgets and financial forecasts.
- Prepare financial and business reports relevant to areas of responsibility.
- Apply a sound knowledge of the legal and compliance environment relevant to the business unit requirements.
- Prepare and co-ordinate personnel and payroll data requiring advanced data and computer skills together with the ability to interpret Award and industrial entitlements.
- Develop and use complex databases, business documents and spreadsheets requiring an advanced knowledge of IT software packages and core banking functions.
- Administer and co-ordinate specialist business projects within the Unit.

Team Leader Tasks

- Undertake team leader activities including work scheduling, staff coordination, and quality assurance and compliance activities.
- Contribute to staffing and operational planning within the Business Unit.
- Coach and develop teams and individuals in the team.
- Deliver small group training.
- Coordinate and evaluate service and business standards within the Business Unit.
- Supervise the daily work activities of front-line service staff.
- Promote team effectiveness.
- Foster innovation and continuous improvement in the team.
- Roster staffing arrangements and monitor service levels.

Qualifications

An employee who holds a Diploma or undergraduate Degree in a relevant discipline such as Financial Planning, Business, Financial Services, Training and Assessment, Information Technology would be classified at this level when employed to perform the function in the role definition and taking into account the indicative tasks.

An employee may also have completed specialist training or have relevant extensive work experience and the completion of specific skills development programs.

Level D, Salary Point 1

Employees graded at Salary Point 1 in this Level are recent appointees to the position with generally less than 3 month's experience.

Level D, Salary Point 2

Employees graded at this Salary Point should have completed:

- The required on-the-job technical and operational training for the position and be assessed as competent in the core position responsibilities.
- All relevant compliance training for the position as specified in the position description.

Level D, Salary Point 3

Employees graded at this Salary Point should:

- Be assessed as highly experienced and multi-skilled in the indicative tasks and key skills defined in the position description
- Hold a relevant vocational qualification.
- At this salary point it would be expected that the employee should be capable of supervising employees and/or regularly undertaking staff coaching and mentoring.

Level D, Salary Point 4

- At a minimum, employees at this level require an Advanced Certificate, Diploma or specialist relevant training, as well as demonstrated competence in the resolution of technically advanced issues in their field of experience.
- Employees at this level must also demonstrate proficiency in the application of established professional and administrative disciplines.

11.1.9 Personal Advisers

Employees classified as Personal Advisers, however described by the Credit Union from time to time, shall be paid on the basis of a Total Employment Cost package comprising the base wage rate, leave loading and the Superannuation Guarantee Contribution.

Clause 14.6, Overtime, Weekend and Public Holiday Work, of this Agreement does not apply to Personal Advisers:

11.1.10 Preserved Roles

If the Credit Union employs any employees in any of the roles in Appendix 3, then those employees will be paid the rate of pay, which corresponds with the roles they perform, and the competencies held.

11.2 Classification Structure and Salary Structure Review

11.2.1 The classification structure in Clause 11.1 and associated salary structure in Appendix 1 of this Agreement may be reviewed/varied during the period of operation of the Agreement by agreement between the parties and subject to the requirements of the *Workplace Relations Act 1996*.

11.2.2 As a result of any review, the descriptors for each classification level including general requirements, responsibilities, indicative tasks, qualifications, salary points descriptors and the salary structure may be changed or varied.

11.2.3 MyState Financial Management, employees covered by a particular classification or the Consultative Committee can instigate the review of any classification level or the salary structure.

- 11.2.4 When a review of the classification structure or salary structure is instigated, the Credit Union will advise the union in writing.
- 11.2.5 If, as a result of any review, the parties agree to any variation, the Credit Union will take reasonable steps to provide full details of the proposed variation and the reasons for the proposed variation to all employees for their approval.
- 11.2.6 If approved by the employees, all variations will be filed with the Workplace Authority within 14 days from the date of approval, provided that any variations are made in accordance with the requirements of the Workplace Relations Act 1996.
- 11.2.7 Any changes will come into operation on the seventh day after the date specified on the notice from the Workplace Authority advising that the Agreement as varied has passed the no-disadvantage test and will be included in the current Agreement from that time.
- 11.2.8 No employee employed by the Credit Union at the time of the review process, will have a reduction in wages as a result of any variation to the classification structure or salary structure in this Agreement.
- 11.2.9 Any variations to clause 11.2 of the Agreement, Classification Structure shall only take place in accordance with this procedure and subject to the requirements of the *Workplace Relations Act 1996*.
- 11.3 Dispute Process**
- 11.3.1 Employees will have the opportunity to dispute the classification level and salary point level by application to the General Manager People and Culture.
- 11.3.2 If the General Manager People and Culture is not able to resolve the matter in consultation with the employee, the matter shall be resolved in accordance with Clause 17 – Dispute Resolution Procedures.
- 11.3.3 Any wage adjustment that results from an application to the General Manager People and Culture will be effective from the date that the application was received.
- 11.4 Annual Review of Classifications and Salary Points**
- 11.4.1 All position descriptions will conform to the classification level for the position function.
- 11.4.2 Classification levels and salary point levels will be reviewed annually. Any change to the classification level and/or salary point level is at the discretion of the Credit Union.
- 11.4.3 An employee may make a written application to the Credit Union for a reclassification to a higher classification level or salary point at any time.
- 11.4.4 The employee must demonstrate that their position substantially meets the criteria as outlined in the classification definitions.

11.4.5 The Credit Union will consider the application and may, at its discretion, approve the reclassification.

11.4.6 Any dispute arising out the review shall be resolved in accordance with Clause 17 – Disputes Resolution Procedure.

12. SUPERANNUATION

12.1 MyState Financial Superannuation Contributions

12.1.1 In addition to superannuation contributions made by MyState Financial to meet its obligations under the *Superannuation Guarantee Administration Act 1992* or any legislation that succeeds or replaces it, in recognition of employee loyalty and employment longevity, and as an additional employment benefit:

12.1.1(a) Upon the employee achieving five years' continuous service with MyState Financial, the Credit Union will match dollar for dollar, all additional voluntary superannuation payments made by the employee to a maximum of 5% of the employee's annual gross salary.

12.1.1(b) This additional percentage payment may be reduced where the total superannuation contribution exceeds the limits as stipulated by the Australian Tax Office, and where additional costs would be occurred by MyState Financial.

12.2 Voluntary Superannuation Contributions by Salary Sacrifice

12.2.1 Ordinary salary for the purposes of this clause will be defined as the salary point level specified for the employee's position function as referred to in Appendix 1.

12.2.2 An employee may nominate the percentage of their ordinary wage as a Salary Sacrifice Superannuation Contribution, provided such percentage sacrifice does not exceed the maximum deductible limit and/or contravene any relevant legislation.

12.2.3 Any Salary Sacrifice Superannuation Contribution agreements shall be made on an entirely voluntary basis by the employee.

12.2.4 The amount paid following the deduction of the Salary Sacrifice Superannuation Contribution will be their Post Salary Sacrifice Wage.

12.2.5 A salary sacrifice application form will be required to be completed by the employee for an employee's salary sacrifice application to be valid.

12.2.6 MyState Financial must approve the salary sacrifice application form before the employee's ordinary wage is adjusted for salary sacrifice contributions. A processed application will be referred to as a Salary Sacrifice Agreement.

12.7 Salary rates for periods of paid leave

The employee will receive their Post Salary Sacrifice Wage for periods of annual leave, long service leave, and other periods of paid leave. The Salary Sacrifice Contribution continues to be made to the superannuation fund for the time the employee is on such leave.

12.8 Calculation of benefits on termination

Upon termination of employment, benefits will be calculated on the employee's pre salary sacrifice ordinary wage, in accordance with relevant legislation.

12.9 Variation to a Salary Sacrifice Agreement

12.9.1 Because of economic hardship or other urgent pressing domestic necessity, an employee may revoke or vary their Agreement once in each twelve-month period unless otherwise agreed by the General Manager People and Culture.

12.9.2 An employee shall give not less than one month's written notice of their revocation or variation to a Salary Sacrifice Agreement, provided that:

- i. If an employee is seeking to revoke their Salary Sacrifice Agreement because of economic hardship or other urgent pressing necessity, the 1 month's notice may be waived, by agreement with the General Manager People and Culture.
- ii. If the employee is made redundant or if the Credit Union or the employee terminates the employee's employment with the Credit Union, the employee has the right to immediately revoke their agreement.

12.10 Change to Tax law or cost of offering salary sacrifice

12.10.1 The continuation of an employee's Salary Sacrifice Agreement is subject to MyState Financial not incurring any consequential or additional costs in association with its operation.

12.10.2 Should changes occur in tax law or practice such that MyState Financial incurs a cost or expense in respect of Salary Sacrifice Agreements, such Agreements cease to apply on the Credit Union giving one month's notice.

11.10.3 Similarly, if tax or other changes occur which affect the employee's salary sacrifice, the employee may, upon one month's notice in writing, terminate or vary the Salary Sacrifice Agreement.

12.11 Salary Sacrifice Superannuation and SGC

- 12.11.1 MyState Financial shall not use any Salary Sacrifice Agreement contribution to meet its obligations under the *Superannuation Guarantee Administration Act 1992* or any legislation that succeeds or replaces it.
- 12.11.2 MyState Financial will only make the Salary Sacrifice Contribution for superannuation purposes to the same fund to which it is making the employee's Superannuation Guarantee Contribution.

PART IV – ALLOWANCES

13.1 Higher Duties

13.1.1 An employee required, authorised and appointed to perform the normal duties of a higher grade than that in which the employee is regularly employed shall be paid the wage rate that applies to the higher grade classification for the period that the employee performs the higher duties, provided that the period concerned is not less than four consecutive working days.

13.1.2 The higher value shall be at least the minimum salary value for the position function or an amount based on 3% of the employee's annual gross salary of their ordinary salary, whichever is greater.

13.2 Secondment

13.2.1 If an employee is seconded to a position function on a temporary basis, the employee shall receive at least the minimum salary level for that position function during the period of secondment.

13.2.2 Upon return to their substantive position, the employee's salary shall return to the salary for their substantive position function.

13.2.3 In circumstances where the salary for the employee's substantive position function is higher than that for the secondment position function, the employee shall retain their substantive position salary during the period of secondment.

13.2.4 The maximum period of secondment shall be six months, which may be extended by mutual agreement.

13.3 Call Back Allowances

13.3.1 An employee who is recalled to work shall be paid overtime in accordance with Clause 14.6 - Overtime, Weekend and Public Holiday Work. For the purposes of assessing the duration of the call-out, time spent on the journey from home to work and from work to home (by the most direct route) shall be included. The minimum payment for work performed under this clause shall be two hours.

13.3.2 Where an employee provides their own car, and uses it in connection with the Credit Union's business in the above circumstances, they shall be paid an allowance as provided by subclause 13.8 (Car Allowance Rates) when so using the car. Payment shall be calculated on a home-to-home (by the most direct route) basis.

13.3.3 Where the employee uses public transport, including the use of taxis, the fare will be reimbursed.

13.3.4 In the event that an employee receives a subsequent call-back on the same day, in relation to the subsequent call-back the employee shall be paid for the actual hours worked at the appropriate overtime rates including the time spent on the journey. If, however, the subsequent call-back is completed within two hours from the start of the initial call-back, then no additional payment will be made for the subsequent call-back other than travelling or public transport costs.

13.4 First Aid Allowance

13.4.1 Where the Credit Union appoints an accredited first aid officer(s) to perform first aid duties, such appointed employee(s) shall be paid \$12.92 per fortnight.

13.4.2 This allowance shall be increased in the first pay period on or after 1 July each year commencing on 1 July 2009 in accordance with the percentage increase for the Consumer Price Index in Hobart over the preceding 12 month period, as adjusted at the end of June.

13.5 Meal Allowance

13.5.1 An employee shall be paid a meal allowance of \$14.09, or provided with a suitable meal, after working a minimum of one hour overtime, provided that the period extends beyond 6.00 p.m. on a weekday, or more than four hours on a Saturday or Sunday.

13.5.2 This allowance shall be increased in the first pay period on or after 1 July each year commencing on 1 July 2009 in accordance with the weighted average of the Consumer Price Index in Hobart over the preceding 12 month period, as adjusted at the end of June for the "take away and fast foods" category.

13.6 Study Assistance and Study Leave

13.6.1 An employee undertaking an approved tertiary study course relevant to their current position or future career development with MyState Financial in his/her own time, shall be entitled to one day's paid study leave per subject, where there is a minimum of 48 contact hours, plus paid time off on the day of the examination.

13.6.2 For the purposes of leave under 13.6.1, the General Manager People and Culture is responsible for authorisation of tertiary study courses in advance. The employee's immediate Manager must also support the employees' study commitments. The leave entitlement only applies to authorised tertiary study courses.

13.7 Travelling Expenses

13.7.1 When an employee in the course of their duty is required to go to any place away from their usual place of employment and/or is required to remain away from their normal place

of residence for a night, the Credit Union shall pay all reasonable expenses actually incurred including accommodation, meals and out-of-pocket expenses.

13.7.2 An employee who is, in the course of their employment, required to remain away from their normal place of residence for a night and who arranges their own accommodation that is not directly reimbursed by the Credit Union shall be paid a living away from home allowance of \$60.00 per night to cover all expenses.

13.7.3 This allowance shall be increased in the first pay period on or after 1 July each year in accordance with the percentage increase for the Consumer Price Index in Hobart over the preceding 12 month period, as adjusted at the end of June.

13.7.4 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 to attend meetings or training courses, they shall be paid all reasonable expenses actually incurred and shall be paid at their ordinary rate of pay or entitled to take time in lieu on an hour for hour basis for any travel in excess of one and one half hours (1.50 hours). Return travel undertaken after 8.00p.m. and before 6.00a.m. shall be paid at the rate of double time (based on the ordinary rate) or taken as time in lieu at the penalty equivalent.

13.8 Car Allowance Rates

13.8.1 An employee who uses their own car on MyState Financial business with the authority of the Credit Union will receive a per kilometre car allowance based on the prevailing car allowance rates determined by the Australian Taxation Office as a deductible item for taxation purposes.

13.9 Relocation Expenses

13.9.1 An employee who has to change their place of residence, other than temporarily, because of a MyState Financial initiated transfer is entitled to payment of incidental expenses related to the transfer. The extent of such incidental expenses shall be clarified and agreed between the parties prior to the transfer taking place.

PART V - HOURS OF WORK AND OVERTIME

14.1 Spread and Span of Hours

14.1.1 The spread of hours will be 7.00 am to 8.00 pm, Monday to Friday. The 'spread of hours' means the time span during which a pattern of working hours may be performed or agreed under subclause 14.2.

14.1.2 For the purposes of this clause:

14.1.2(a) A 'pattern of hours' is the ordinary or contracted hours of work agreed within the spread of hours and for a full-time employee equates to 37.5 hours per week or 150 hours per 4 week cycle.

14.1.2(b) Ordinary hours of duty will be worked within the spread of hours and will not exceed ten hours per day (exclusive of meal breaks).

14.1.2(c) Additional time means the hours worked in excess of the agreed ordinary or contracted hours, but within the spread of hours, which accrue for an employee to use at a time agreed with their manager.

14.1.3 Work carried out during the spread of hours may be used to accrue additional time when performed outside contracted hours and/or an employee's normal pattern of hours with the prior approval of their Manager. (See subclause 14.3 for full details).

14.2 Scheduled hours

14.2.1 For a full-time employee, the number of hours scheduled to be worked in a week will be 37.5 hours or 150 hours in a four week cycle.

14.2.2 Start and finish arrangements for new positions will be determined by MyState Financial and shall be included within MyState Financial's written offer of employment. For existing positions, such arrangements will be put in writing and will be determined by agreement between the Credit Union and the employees. Start and finish arrangements for both new and current positions can be varied by written mutual agreement between MyState Financial and the employee and are also subject to the provisions of Clause 6.4.2, On Going Flexibility.

14.2.3 In scheduling working hours, MyState Financial will consult with employees and take into account:

- (a) The need to provide quality service to members and internal customers
- (b) The Business Unit work requirements

- (c) The employee's personal circumstances including parental responsibilities and other commitments, and
- (d) The employee's preferences.

14.3 Flexible Working Arrangement – Flexi Time

- 14.3.1 Flexible working arrangements (FWAs), otherwise known as flexi time, are designed to meet the operational needs of the business and to provide opportunities for employees to balance their work and personal commitments.
- 14.3.2 It is recognised by the parties that working arrangements need to be subject to periodic review to ensure that they continue to support the operational demands of the business and the personal needs of employees.
- 14.3.3 The availability of accessing flexible working arrangements (flexi time) will be limited in some business units due to some operational requirements.
 - (a) The General Manager People and Culture will review any business unit having difficulty introducing flexible working arrangements with the view to facilitate alternative options.
 - (b) Where an employee wishes to access flexi time which is not available due to operational requirements, an application for transfer to an area where flexi time is available may be submitted to the General Manager People and Culture for consideration.
- 14.3.4 In the case where circumstances have changed for the employee and/or the relevant business unit, either party may cease operation of the flexible working arrangements by giving one week's notice in writing to all parties.
- 14.3.5 Flexible hours of work arrangements will be monitored by the parties with particular attention to the impact of such factors as:
 - (a) the incidence of overtime
 - (b) operational problems
 - (c) an employee's work patterns - including quality of working and family life
 - (d) problems raised by an employee.

14.4 Additional Time

- 14.4.1 Additional time is time worked to meet business/member needs within the spread of hours but outside an employee's contracted/agreed pattern of hours. This additional time accrues for an employee to use at a time agreed with their Manager. For part-time employees, additional time is subject to the provisions of Clause 7.3.3 - Temporary Increase in Hours of Part-Time Employees.
- 14.4.2 Additional time should be no less than fifteen minutes on each occasion.
- 14.4.3 Additional time may be initiated by:

- 14.4.3(a) an employee, subject to agreement with the Business Unit Manager prior to the work being carried out; or
- 14.4.3(b) the Business Unit Manager, subject to mutual agreement with the employee regarding the time to be worked.
- 14.4.4 Any concerns or issues in relation to acquiring/maintaining/using additional time should be referred to the General Manager People and Culture for resolution. If the issues are not able to be resolved to the satisfaction of all parties concerned the matter shall be resolved through the disputes Resolution procedure.
- 14.4.5 All additional time worked shall be formally recorded and accounted for.
- 14.4.6 A maximum of 15 hours of additional time may be accrued in any one four week cycle. An employee is not permitted to have a negative additional time balance.
- 14.4.7 Accrued additional time may be taken with other types of leave, with the agreement of the Business Unit Manager. No more than 7.5 hours of additional time may be taken in any 4-week cycle and no carry-over time into the next 4-week cycle should exceed 7.5 hours.
- 14.4.8 Where accrued additional time in excess of 7.5 hours cannot, for business reasons be taken before the end of the next work cycle, employees will receive payment at the rate of time and a half for these excess hours.
- 14.4.9 In situations where the employee has accrued additional time in excess of 7.5 hours, and the Business Unit Manager does not agree to the time being taken before the end of the next work cycle and the employee requires time away rather than payment, he or she may refer the matter to the General Manager People and Culture for resolution.

14.5 Meal and Rest breaks

- 14.5.1 All employees will be entitled to an unpaid meal break each day of at least 45 minutes duration. By mutual agreement, an employee may increase or reduce their lunch break to one hour or 30 minutes respectively per day to meet personal needs or operational demands and adjust starting/finishing times accordingly.
- 14.5.2 Full-time employees will be entitled to a paid morning and afternoon rest break of not more than 10 minutes at a time suitable to meet the operational needs of their particular business unit.
- 14.5.3 Any part time employee required to work three hours or more, as well as being entitled to a meal break after working five hours, will receive a paid rest break of not more than 10 minutes during the first three hours of work at a mutually agreed time.

14.6 Overtime, Weekend and Public Holidays Work

- 14.6.1 All time worked outside of or in excess of the scheduled hours of work prescribed in subclause 14.2 will be paid at the appropriate rate as detailed in this clause.
- 14.6.2 In all cases, overtime shall only be worked where there is a genuine business requirement and with the authorisation of a Business Unit Manager.
- 14.6.3 If a Business Unit Manager identifies a business requirement that would necessitate working overtime, team members or individual employees, as appropriate, would be consulted about their availability to work overtime.
- 14.6.4 An employee may decline to work overtime on a particular day for reasons that include, but are not limited to, their family responsibilities or pre-arranged personal commitments.
- 14.6.5 Employees are required to work a reasonable amount of overtime at the request of MyState Financial, to ensure equitable allocation of workload. Provided that, as prescribed in subclause 14.6.4, an employee may decline to work overtime in circumstances where the working of such overtime would result in the employee working unreasonable hours.
- 14.6.6 In scheduling overtime, the Credit Union will take into account:
- a) Any risk to the employee's health and safety
 - b) The employee's personal circumstances, including any family responsibilities;
 - c) The needs of the workplace;
 - d) The notice, if any, given by the Credit Union of the overtime and by the employee of his or her intention to refuse it; and
 - e) Any other relevant matter.
- 14.6.7 For all time worked in excess of scheduled hours, as specified in clause 14 - Hours of Work, or before the time fixed for commencing work or after the time fixed for ceasing work, payment will be made at the rate of time and a half for the first three hours excess time worked and double time thereafter.
- 14.6.8 In calculating overtime, each day's work will stand alone.
- 14.6.9 For the purpose of determining the appropriate hourly rate for overtime purposes, the appropriate weekly rates will be divided by 37.5.
- 14.6.10 An employee may elect, with the consent of a Business Unit Manager, to take time off in lieu of payment for overtime. Overtime taken as time off during ordinary time hours will be taken at the ordinary time rate, that is an hour for each hour worked.

- 14.6.11 Where time is worked on a Saturday, payment will be made at the rate of 1.5 times the ordinary rate for the first three hours and double time (based on the ordinary rate) thereafter.
- 14.6.12 Employees working on Saturday, not part of their prescribed hours, will receive a minimum payment as for two hours worked.
- 14.6.13 For all time worked on a Sunday or a prescribed public holiday, payment will be made at the rate of double time (based on the ordinary rate), with a minimum payment as for two hours worked.

PART VI – LEAVE AND HOLIDAYS WITH PAY

15.1 Annual Leave

- 15.1.1 Full time employees are entitled to 150 hours (20 days) of annual leave per year of continuous service. Annual leave accrues on a monthly basis. Part time employees will accrue annual leave on a pro-rata basis.
- 15.1.2 Employees are required to make application to the appropriate Manager on an annual basis, to nominate their preferred annual leave dates so that effective human resources management planning can be achieved, thereby lessening the opportunity for staff shortages to occur.
- 15.1.3 In situations where employees cannot forecast in advance, at the time requested, when they prefer to take their annual leave, it cannot be guaranteed that the dates that they subsequently nominate will be available.
- 15.1.4 The Manager, wherever it is reasonable and practicable:
- a. Will ensure that employees are able to take their annual leave in unbroken periods.
 - b. Will organise workloads so that after twelve months continuous service, each employee has a 4-week period available for annual leave.
- 15.1.5 In situations where, because of business reasons, the Manager is not able to approve an employee's leave application, every reasonable effort will be made to find a mutually agreed alternative date.
- 15.1.6 If a satisfactory alternative date cannot be agreed, the matter shall be negotiated in accordance with the Dispute Resolution Procedures.
- 15.1.7 Each employee may seek approval for annual leave in conjunction with absences, such as an Outside Studies Program, a conference, or absences on other forms of leave.
- 15.1.8 Employees will be provided with the opportunity to take one period of annual leave of at least 2 weeks' duration each year.
- 15.1.9 An employee may take up to 5 single annual leave days each year.
- 15.1.10 Annual leave is cumulative. MyState Financial encourages employees to not accumulate an entitlement of more than 6 weeks.
- 15.1.11 Subject to the *Workplace Relations Act 1996*, employees accruing Annual Leave in excess of 8 weeks will:

- 15.1.11(a) be advised in writing that the annual leave must be taken within three months of the date of receipt of the written advice.
- 15.1.11(b) be given the opportunity to take the annual leave at the first available opportunity, agreed between the Business Unit Manager and employee.
- 15.1.11(c) in circumstances where there is an excessive accrual of annual leave, and where no annual leave application has been received, the employee may be directed to take annual leave at such time as is convenient to the working of the Business Unit, taking into consideration the wishes of the employee and provided that at least four weeks' notice is given to the employee.

15.1.12 When an employee is sick whilst on annual leave, the use of available sick leave on production of a medical certificate will be approved and the employee will be re-credited with the annual leave. No such re-credit will be granted, however, where the employee is on annual leave immediately prior to retirement, resignation or termination of service.

15.1.13 Payment for period of annual leave

- 15.1.13(a) Leave under this clause 15.1 will be paid at the employee's ordinary rate of pay and does not include overtime payments, penalty payments or any other allowances paid under this Agreement.
- 15.1.13(b) Leave loading has been incorporated into the base wages rates for all classifications set out in Appendices One and Three of this Agreement and is not paid separately.

15.1.14 Proportionate leave on termination of service

If, after one month's continuous service in any qualifying 12 monthly period, an employee lawfully resigns, retires or dies, or the employment is terminated by MyState Financial through no fault of the employee, the employee or the employee's estate will be paid accrued annual leave at the ordinary rate of wage for 12.5 hours for each completed month of continuous service.

15.2 Entitlement to Cash Out Annual Leave

- 15.2.1 The Credit Union encourages employees to take their annual leave on a regular basis and will put in place strategies to avoid the accumulation of excessive amounts of annual leave as a result of insufficient employee levels or other business strategies. However, to deal with excessive annual leave accrual, the following provisions will apply during the nominal life of this Agreement.
- 15.2.2 If an employee has accumulated annual leave of 25 days or more, he or she may elect to be paid in lieu of taking some of that accrued leave. 'Cashing out' of annual leave can only take place by agreement between an employee and the General Manager People and Culture under the following conditions:

- 15.2.2(a) The employee has taken at least 3 weeks' leave in the last 12 month period;
- and

15.2.2(b) The employee will have 20 annual leave days remaining after 'cashing out' their accumulated leave; and

15.2.2 (c) The employee agrees to forego the agreed amount of annual leave to receive payment in lieu of the leave; and

15.2.3 A full time employee may cash out only up to 10 annual leave days in any 12 month period, without exception. A part time employee, in any 12 month period, may cash out only up to the equivalent of 1/26th of the hours they are scheduled to work in that 12 month period.

15.2.4 If an employee wishes to cash out part of their annual leave accrual, he or she must put their request in writing to the General Manager People and Culture indicating the amount of accrued annual leave he or she wishes to cash out, and indicating that they elect to forego that amount of annual leave.

15.2.5 If an employee elects to cash out some of their accrued annual leave and that cash out is approved by the General Manager People and Culture, the Credit Union will pay the employee, within a reasonable time, for the foregone leave at the ordinary rate of pay current at the time the employee made the written request to cash out that part of their accrued annual leave.

15.2.6 If an employee cashes out some of their accrued annual leave, the Credit Union will deduct that amount of annual leave from the amount of the employee's accrued annual leave.

15.3 Additional Leave Scheme

15.3.2 The Additional Leave Scheme (ALS) offers employees a range of flexible work and leave options.

15.3.3 Under the ALS, the General Manager People and Culture has discretion to approve Agreements under which a participating employee will, by taking a reduction in normal salary for a given period ('work period'), become entitled at the end of the work period to a pre-determined period of additional leave ('leave period'). During the leave period, the employee will be paid either a lump sum payment or equal fortnightly payments of the lump sum (held in trust), of equal value to the amount of salary forfeited during the work period.

15.3.4 Continuity of employment will not be affected by the leave period.

15.3.5 ALS consists of arrangements known as "ALS Agreements". Examples of such Agreements include:

(a) Work Period Percentage of Normal Net Salary Payable During the Period of the Agreement Leave Period

4 Years 80 % - "4 over 5 Year Agreement" 1 Year

3 Years 75% - "3 over 4 Year Agreement" 1 Year

18 Months 75 % - "18 over 24 Month Agreement" 6 Months

- (b) by taking a reduction in their normal salary for the period of one year, an employee would be entitled at the end of 12 months to a period of additional leave of 1 or 2 weeks, of equal value to the amount of salary forfeited.

15.3.6 Funds held in the Employee ALS suspense account

The difference between the employee's normal salary and their reduced salary will be held in trust by MyState Financial, in an employee ALS suspense account.

15.3.7 Application for participation in an ALS Agreement:

- 15.3.7(a) To apply to participate in an ALS Agreement, the ALS Agreement form should be completed, signed by the employee, and forwarded to the General Manager People and Culture, with the employee's Manager's recommendation.
- 15.3.7(b) A copy of the form will be provided to the participating employee along with the advice in writing indicating the period when the participating employee will work his/her normal time, the amount of leave that will accumulate and the rate of pay to be received.
- 15.3.7(c) Upon the return to work, following completion of the agreement, an employee can apply again at any time to participate in a further ALS.
- 15.3.7(d) After completion of the leave period of the ALS Agreement the employee will return to the position held prior to taking such leave.
- 15.3.7(e) The employee relieving in a position vacant due to the ALS Agreement will be advised in writing that their appointment to this position is temporary for the period of the ALS.

15.3.8 Conditions for ALS Agreements

The work period specified in an ALS Agreement must be completed before a participating employee can commence the leave period specified in that Agreement.

15.3.9 Leave entitlements for ALS Agreements

- 15.3.9 (a) Annual leave accrues and can be taken, as normal, during the work period of the Agreement, but annual leave does not accrue and cannot be taken during the leave period of the ALS Agreement. Whenever annual leave is taken, entitlements will be deducted from credits in the normal manner.
- 15.3.9 (b) Personal sick/carer's leave entitlements taken during the work period of an ALS Agreement will be taken at the rate of salary applicable under the ALS Agreement and will be deducted from credits in the normal manner.

- 15.3.9(c) Personal sick/carer's leave entitlements will accrue throughout the work period of the ALS Agreement, but will not accrue and cannot be taken during the leave period of the agreement.
- 15.3.9(d) The ALS Agreement is suspended during unpaid parental leave.
- 15.3.9(e) Long service leave entitlements will accrue throughout the work period of an ALS Agreement. The leave period of the ALS Agreement does not break continuous employment for the purposes of long service leave, but the leave period will not count towards the period of employment for the purposes of long service leave. Long service leave entitlements cannot be taken in addition to the period of the ALS Agreement.
- 15.3.9(f) If a participating employee is absent on long service leave during the work period of the ALS Agreement, the ALS Agreement continues for the duration of the long service leave and salary payments continue to be paid in accordance with the ALS Agreement.
- 15.3.9(g) Payment of all other leave entitlements (including special leave, bereavement leave, leave of absence with or without pay, Defence Force leave, leave for jury service, leave in lieu of overtime, sporting and cultural leave, etc) taken during the work period of an ALS Agreement will be at the rate of salary applicable under the ALS Agreement. Such entitlements will, when taken, be deducted from credits in the normal manner.
- 15.3.9 (h) The leave period of an ALS Agreement is not extended by the number of public holidays falling within it.
- 15.3.9 (i) Normal personal leave provisions are not applicable during the leave period.
- 15.3.9 (j) The leave period of the ALS Agreement shall not be extended by taking annual leave or long service leave immediately adjacent to either the commencement or the completion of Additional Leave.
- 15.3.9(k) Any request for special leave, or leave without pay, in addition to the ALS will not be granted during the leave period of the ALS agreement.

15.3.10 Salary entitlements for ALS Agreements

- 15.3.10(a) During the work period of the ALS Agreement, the participating employee will continue to work at his/her normal hours but will be paid at the agreed percentage of salary in accordance with the ALS Agreement.
- 15.3.10(b) During the leave period, the participating employee will be paid the total lump sum held in trust on the first pay period immediately prior to commencing leave less any authorised deductions, unless the employee agrees to be paid equal fortnightly

payments of the lump sum (less any authorised deductions) in accordance with clause 15.3.3.

- 15.3.10(c) The participating employee will continue to receive salary increments and be paid at the relevant agreed percentage of salary rate during the work period.
- 15.3.10(d) No salary increments will be applicable during the leave period. Upon return to work after the leave period the employee's salary will be at the appropriate increased level.
- 15.3.10(e) Compulsory deductions from pay will be made throughout the work period and the leave period of an ALS Agreement at the rate listed in the compulsory deduction documents. ("Compulsory deductions" include garnishees, salary attachments, court orders, etc.)

15.3.11 Superannuation entitlements for all ALS Agreements

- 15.3.11(a) Superannuation Guarantee Contributions shall be paid throughout the work period and the leave period.
- 15.3.11(b) Employees may elect to have their voluntary superannuation contributions continued during the leave period of the ALS Agreement.

15.3.12 Workers compensation

- 15.3.12(a) If an employee is incapacitated by a work injury during the work period of an ALS Agreement, and is eligible for workers compensation under the provisions of the *Workers Rehabilitation and Compensation Act 1988*, the Agreement shall be suspended effective from the day before the commencement of the period of incapacity and terminating upon the last day of the incapacity. Upon suspension of an ALS Agreement in accordance with this provision, the employee reverts to normal salary entitlement.
- 15.3.12(b) In accordance with provisions of *Workers Rehabilitation and Compensation Act of 1988*, workers compensation is not applicable during the leave period of an ALS agreement.

15.3.13 Employment during the leave period of an ALS Agreement

- 15.3.13(a) Where a participating employee wishes to undertake employment outside of MyState Financial during the leave period of an ALS Agreement, the employee is required to obtain approval from the General Manager People and Culture before so doing.

15.3.14 Withdrawing from the ALS Agreement

- 15.3.14(a) An employee wishing to withdraw from an ALS Agreement must apply in writing to the General Manager People and Culture.

15.3.14(b) If an employee receives permission to withdraw from an ALS agreement the employee will not be able to take the amount of leave already accumulated.

15.3.14(c) Any leave accumulated under the ALS Agreement shall be paid out to the employee in one lump sum following approval to withdraw from the agreement.

15.3.15 Cessation of employment during an ALS Agreement

Where a participating employee ceases to be employed by MyState Financial, the ALS Agreement will terminate, and the employee, or that person's estate (in the case of the death of an employee), will be paid in a lump sum the amount of the accumulated additional leave entitlement.

15.4 Compassionate Leave

15.4.1 An employee, including a casual employee, is entitled to up to three (3) days' paid compassionate leave:

- a) For the purposes of spending time with a person who is a member of the employee's immediate family or a member of the employee's household who has a personal illness or injury that poses a serious threat to their life; or
- b) After the death of a member of the employee's immediate family or household.

15.4.2 An employee is entitled to compassionate leave for each circumstance covered by subclause 15.4.1. The entitlement to compassionate leave arises on each occasion that the circumstances arise without limitation.

15.4.3 The compassionate leave may be taken at any time while the illness or injury persists as a single, unbroken period of 3 days, or any separate period to which the employee and the Credit Union agree.

15.4.4 A part-time and casual employee who would normally be required to perform work on a day when he/she is eligible for compassionate leave, will be entitled to receive a payment equivalent to their usual salary for the ordinary rostered hours they would have been required to work on that day.

15.4.5 An employee, who was employed by the CPS Credit Union, shall continue to be entitled to four days' paid compassionate/bereavement leave per occasion.

15.5 Personal/Carer's Leave

15.5.1 Definitions

Personal/carers leave is

- (a) paid leave taken by an employee because of personal illness or injury (sick leave):
or
- (b) 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 or an unexpected emergency affecting the employee (carer's leave).

The term **immediate family member** means:

- (a) A spouse, child, parent, grandparent, grandchild or sibling of the employee or of the spouse of the employee.
- (b) Spouse is defined to include a former spouse, de facto spouse and former de facto spouse.

15.5.2 Amount of Personal/Carer's Leave

- 15.5.2(a) Employees will be entitled to up to 12 days (90 hours) of paid leave in the first and each subsequent year of service for the purpose of personal sick leave, or for carer's leave. Part time employees are entitled to the amount of paid leave on a pro rata basis.
- 15.5.2(b) At the completion of each year, personal leave not taken will accumulate.
- 15.5.2(c) If a statutory, gazetted or proclaimed public holiday occurs during an employee's period of absence because of sickness, then such a holiday will not be counted as personal leave.

15.5.3 Personal leave for personal injury or sickness

- 15.5.3(a) An employee is entitled to use the full amount of their personal leave entitlement including accrued leave for the purposes of personal illness or injury, subject to the conditions set out in this clause.
- 15.5.3(b) If an employee becomes sick or is injured whilst on annual leave and produces, at the time, satisfactory medical evidence that had they been on duty they would have been unable to carry out their usual duties, they will be granted, subject to their leave entitlement, at a time convenient to the Credit Union, leave equivalent to the period of sickness or injury occurring within the scheduled period of annual leave, provided such sickness or illness was of not less than two consecutive days.

15.5.3(c) Where no sick leave entitlement exists and the Credit Union considers that it is warranted due to special circumstances, paid or unpaid leave may be granted.

15.5.4 Carer's Leave

15.5.4(a) An employee is entitled to use up to 12 days' personal leave each year, including accrued leave, as carer's leave, subject to the conditions set out in this clause.

15.5.4(b) In normal circumstances an employee must not take carer's leave under this clause where another person has taken leave to care for the same person.

15.5.5 Employee must give notice

15.5.5(a) The employee will, where practicable, inform the Credit Union of their inability to attend for duty due to personal illness or injury within one hour of the commencement of the absence and, as far as possible, state the estimated duration of absence.

15.5.5(b) An employee must, where practicable, give the Credit Union notice prior to the absence of the intention to take leave to care for a member of their immediate family or household, the name of the person requiring care and their relationship to the employee, the reason for such leave and the estimated length of absence. If it is not practicable for the employee to give prior notice of the absence, the employee must notify the Credit Union by telephone of such absence at the first opportunity on the day of absence.

15.5.6 Evidence supporting claim

15.5.6(a) The Credit Union may require that an application for personal sick leave is supported by the production of a medical certificate or other evidence satisfactory to the Credit Union (which will include an affidavit or statutory declaration), provided that an employee shall automatically be required to produce evidence in respect of any two or more consecutive days' absence and after 5 single day absences in any one calendar year.

15.5.6(b) When taking carer's leave, the employee must, if required by the Credit Union, establish by production of a medical certificate or statutory declaration the illness, injury or emergency of the person concerned and that the illness, injury or emergency is such as to require care by the employee.

15.5.7 Unpaid Personal/Carer's Leave

15.5.7(a) Where an employee's paid personal/carer's leave entitlement has been exhausted, the employee will be entitled to two days' unpaid carer's leave per occasion.

15.5.7(b) Casual employees will be entitled to two days' unpaid carer's leave per occasion.

15.6 Public Holidays

- 15.6.1 An employee (other than casual employees who are in receipt of a loading in lieu of leave entitlements) shall be allowed the following days as paid holidays:
- (a) New Year's Day, Australia Day, Labour Day, Good Friday, Easter Saturday, Easter Monday, Easter Tuesday, Anzac Day, Queen's Birthday, Christmas Day and Boxing Day.
 - (b) The following regional public holidays will also be allowed as paid holidays for employees working in the region in which the holiday is legislated, proclaimed, gazetted or otherwise prescribed as a holiday in Tasmania or in a locality within Tasmania:
 - Burnie Show Day;
 - Devonport Cup Day;
 - Devonport Show Day;
 - Launceston Cup Day;
 - Recreation Day (Northern Tasmania only);
 - Royal Hobart Regatta Day (South of Oatlands only);
 - Royal Hobart Show Day; and
 - Royal Launceston Show Day.
 - (c) When Christmas Day is a Saturday or Sunday, a holiday in lieu thereof will be observed on 27 December.
 - (d) When Boxing Day is a Saturday or a Sunday, a holiday in lieu thereof will be observed on 28 December.
 - (e) When New Year's Day or Australia Day is a Saturday or a Sunday, a holiday in lieu thereof will be observed on the next Monday.
- 15.6.2 By agreement between the Credit Union and an employee, an alternative day may be observed in lieu of any of the holidays specified in subclause 15.6.1 with the exception of Christmas Day, Boxing Day, New Year's Day and Good Friday.
- 15.6.3 Where in Tasmania in a locality where a Credit Union branch or office is situated, public holidays are declared or prescribed other than those set out in Clause 15.6.1, those days will constitute additional public holidays for the employees employed in that locality for the purpose of this Agreement.
- 15.6.4 Payment for the holiday mentioned in subclause 15.6.1 which is taken and not worked, shall be at the normal rate of pay which would have applied to the employee concerned - if, were it not a holiday, he/she had been at work.
- 15.6.5 Payment to an employee for work performed on holidays mentioned in subclause 15.6.1 shall be at the rates specified in subclause 14.6 - Overtime.

15.6.6 Part-time employees (other than those employees who are in receipt of a loading in lieu of leave entitlements) who would normally be required to perform work on a day on which a public holiday falls, shall be entitled to payment at the normal rate of pay for the hours which would have applied to the employee concerned if, were it not a holiday, he/she had been at work.

15.7 Jury Service

15.7.1 An employee shall notify the Credit Union as soon as possible of the date upon which they may be required to attend for jury service. Further, the employee shall give the Credit Union proof of attendance, the duration of such attendance and the amount received in respect of such jury service.

15.7.2 The employee shall receive any payment or allowances that they would have received had they not been required for jury service less any amount received for the jury service not repaid to the Credit Union.

15.8 Leave without Pay

15.8.1 The Credit Union shall give consideration to a request for leave without pay by an employee.

15.8.2 Where an employee is absent from work after being granted leave without pay, and such leave exceeds five consecutive working days, the employee shall not be entitled to payment for any public holiday which occurs during the period of absence.

15.9 Parental Leave

Subject to the terms of this clause, permanent full-time, part-time and eligible casual employees are entitled to maternity, paternity and adoption leave and to work part-time in connection with the birth or adoption of a child.

An **eligible casual employee** means a casual employee:

- (a) employed by the Credit Union on a regular and systematic basis for several periods of employment, or on a regular and systematic basis for an ongoing period of employment, during a period of at least 12 months; and
- (b) who has, but for the pregnancy or the decision to adopt, a reasonable expectation of ongoing employment by the Credit Union on a regular and systematic basis.

For the purposes of this clause, 'continuous service' is work for the Credit Union on a regular and systematic basis (including any period of authorised leave or absence).

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

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

The rights of the Credit Union in relation to engagement and re-engagement of casual employees are not affected, other than in accordance with this clause.

15.9.1 Definitions

15.9.1(a) For the purpose of this clause 'child' means a child of the employee under school age or a child under school age who is placed with the employee for the purposes of adoption, other than a child or step-child of the employee or of the spouse of the employee or a child who has previously lived continuously with the employee for a period of six months or more.

15.9.1(b) For the purposes of this clause, 'spouse' includes a de facto spouse, former spouse or former de facto spouse.

15.9.1(c) Continuous service means service under an unbroken contract of employment and includes:

15.9.1(c)(i) any period of leave taken in accordance with this clause;

15.9.1(c)(ii) any period of part-time employment worked in accordance with this clause;

15.9.1(c)(iii) any period of leave or absence authorised by the Credit Union or by this Agreement; and

15.9.1(c)(iv) any period during which the employee was an eligible casual employee;

15.9.2 Basic entitlement

15.9.2(a) After twelve months continuous service, parents are entitled to a combined total of 52 weeks' unpaid parental leave on a shared basis in relation to the birth or adoption of their child. For females, maternity leave may be taken and for males, paternity leave may be taken. Adoption leave may be taken in the case of adoption.

15.9.2(b) For employees eligible for maternity leave, the first 6 weeks shall be paid leave. This will be paid at the commencement of the employee's maternity leave, unless she elects to take her leave at half pay over a period of 12 weeks.

15.9.2(c) Employees eligible for paternity leave will be granted 5 days' paid leave at the time of the birth.

15.9.2(d) For employees eligible for adoption leave who are to be the primary carer of the child, the first 6 weeks will be paid leave. Employees who are eligible for adoption leave and who are to be the secondary carer of the child will be granted 5 days' paid leave at the time of the child's placement.

15.9.2(e) Subject to 15.9.8, parental leave is to be available to only one parent at a time, in a single unbroken period, except that both parents may simultaneously take:

15.9.2(e)(i) for maternity and paternity leave, an unbroken period of up to one week at the time of the birth of the child;

15.9.2(e)(ii) for adoption leave, an unbroken period of up to three weeks at the time of placement of the child.

15.9.3 Maternity leave

15.9.3(a) An employee must provide notice to the Credit Union in advance of the expected date of commencement of parental leave. The notice requirements are:

15.9.3(a)(i) of the expected date of birth (included in a certificate from a registered medical practitioner stating that the employee is pregnant) - at least ten weeks;

15.9.3(a)(ii) of the date on which the employee proposes to commence maternity leave and the period of leave to be taken - at least four weeks.

15.9.3(b) When the employee gives notice under 15.9.3(a)(i) the employee must also provide a statutory declaration stating particulars of any period of paternity leave sought or taken by her spouse and that for the period of maternity leave she will not engage in any conduct inconsistent with her contract of employment.

15.9.3(c) An employee will not be in breach of this clause if failure to give the stipulated notice is occasioned by the birth occurring earlier than the presumed date or any other compelling reason.

15.9.3(d) Subject to 15.9.2(a) and unless agreed otherwise between the Credit Union and employee, an employee may commence parental leave at any time within six weeks immediately prior to the expected date of birth.

15.9.3(e) Where an employee continues to work within the six week period immediately prior to the expected date of birth, or where the employee elects to return to work within six weeks after the birth of the child, the Credit Union may require the employee to provide a medical certificate stating that she is fit to work on her normal duties.

15.9.4 Special maternity leave

- 15.9.4(a) Where the pregnancy of an employee not then on maternity leave terminates after 28 weeks other than by the birth of a living child, then the employee may take unpaid special maternity leave of such periods as a registered medical practitioner certifies as necessary.
- 15.9.4(b) Where an employee is suffering from an illness not related to the direct consequences of the pregnancy, an employee may take any paid sick leave to which she is entitled in lieu of, or in addition to, special maternity leave. Such paid sick leave that is not related to the pregnancy will not count toward the 52 week entitlement.
- 15.9.4(c) Where an employee not then on maternity leave suffers illness related to her pregnancy, she may take any 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 aggregate of paid sick leave, special maternity leave and parental leave, including parental leave taken by a spouse, may not exceed 52 weeks.
- 15.9.4(d) Where leave is granted under 15.9.3(d), during the period of leave an employee may return to work at any time, as agreed between the Credit Union and the employee provided that the employee gives the Credit Union written notice of the proposed day of her return to work no later than four weeks from the recommencement date desired by the employee.

15.9.5 Paternity leave

- 15.9.5(a) An employee will provide to the Credit Union at least ten weeks prior to each proposed period of paternity leave, with:
 - 15.9.5(a)(i) a certificate from a registered medical practitioner which names his spouse, states that she is pregnant and the expected date of birth, or states the date on which the birth took place; and
 - 15.9.5(a)(ii) written notification of the dates on which he proposes to start and finish the period of paternity leave; and
 - 15.9.5(a)(iii) except in relation to leave taken simultaneously with the child's mother under 15.9.2(a)(i) and 15.9.8 a statutory declaration stating:
 - 15.9.5(a)(iii)A he will take that period of paternity leave to become the primary care-giver of a child;
 - 15.9.5(a)(iii)B particulars of any period of maternity leave sought or taken by his spouse; and

15.9.5(a)(iii)C that for the period of paternity leave he will not engage in any conduct inconsistent with his contract of employment.

15.9.5(b) The employee will not be in breach of 15.9.7.5(a) if the failure to give the required period of notice is because of the birth occurring earlier than expected, the death of the mother of the child, or other compelling circumstances.

15.9.6 Adoption leave

15.9.6(a) The employee will notify the Credit Union at least ten weeks in advance of the date of commencement of adoption leave and the period of leave to be taken. An employee may commence adoption leave prior to providing such notice, where through circumstances beyond the control of the employee, the adoption of a child takes place earlier.

15.9.6(b) Before commencing adoption leave, an employee will provide the Credit Union with a statutory declaration stating:

15.9.6(b)(i) the employee is seeking adoption leave to become the primary care-giver of the child;

15.9.6(b)(ii) particulars of any period of adoption leave sought or taken by the employee's spouse; and

15.9.6(b)(iii) that for the period of adoption leave the employee will not engage in any conduct inconsistent with their contract of employment.

15.9.6(c) The Credit Union may require an employee to provide confirmation from the appropriate government authority of the placement.

15.9.6(d) If the employee has commenced adoption leave and the placement of 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 at least four weeks from receipt of notification for the employee's return to work.

15.9.6(e) An employee will not be in breach of this clause 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.

15.9.6(f) An employee seeking to adopt a child is entitled to unpaid leave for the purpose of attending any compulsory interviews or examinations as are necessary as part of the adoption procedure. The employee and the Credit Union should agree on the length of the unpaid leave. Where agreement cannot be reached, the employee is entitled to

take up to two days' unpaid leave. Where paid leave is available to the employee, the Credit Union may require the employee to take such leave instead.

15.9.7 Variation of period of parental leave

Where an employee takes leave under 15.9.2 or 15.9.8, unless otherwise agreed between the Credit Union and employee, an employee may apply to the Credit Union to change the period of parental leave on one occasion. The employee shall notify the Credit Union of any such change at least four weeks prior to the commencement of the changed arrangements. Nothing in this clause shall detract from any entitlements set out in 15.9.2.

15.9.8 Right to request

15.9.8(a) An employee entitled to parental leave pursuant to the provisions of 15.9.2 may request the Credit Union to allow the employee to:

15.9.8(a)(i) extend the period of simultaneous unpaid parental leave provided for in 15.9.2(d)(i) for up to a maximum of eight weeks;

15.9.8(a)(ii) extend the period of unpaid parental leave provided for in 15.9.2 for a further continuous period of leave not exceeding 12 months;

15.9.8(a)(iii) return from a period of parental leave on a part-time basis until the child reaches school age;

to assist the employee in reconciling work and parental responsibilities.

15.9.8(b) The Credit Union shall 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.

15.9.8(c) Employee's request and the Credit Union's decision to be in writing

The employee's request and the Credit Union's decision made under 15.9.8(a) and 15.9.8(b) must be recorded in writing.

15.9.8(d) Request to return to work part-time

Where an employee wishes to make a request under 15.9.8(a)(iii), such a request must be made as soon as possible but no less than seven weeks prior to the date upon which the employee is due to return to work from parental leave.

15.9.9 Parental leave and other entitlements

An employee may, in lieu of or in conjunction with parental leave, access any annual leave or long service leave entitlements which they have accrued subject to the total amount of leave not exceeding 52 weeks, or longer as agreed under 15.9.8(a).

15.9.10 Transfer to a safe job

15.9.10(a) Where an employee is pregnant and, in the opinion of a registered medical practitioner, illness or risks arising out of the pregnancy or hazards connected with the work assigned to the employee make it inadvisable for the employee to continue at her present work, the employee will, if the Credit Union deems it practicable, be transferred to a safe job, with no change to the employee's terms and conditions of employment, until the commencement of maternity leave.

15.9.10(b) If the transfer to a safe job is not practicable, the employee may take paid leave for the lesser of such period as is certified necessary by a registered medical practitioner or until the end of the pregnancy.

15.9.11 Returning to work after a period of parental leave

15.9.11(a) An employee will notify of their intention to return to work after a period of parental leave at least four weeks prior to the expiration of the leave.

15.9.11(b) An employee will be entitled to the position which they held immediately before proceeding on parental leave. In the case of an employee transferred to a safe job pursuant to 15.9.10, the employee will be entitled to return to the position they held immediately before such transfer.

15.9.11(c) 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 their former position.

15.9.12 Replacement employees

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

15.9.12(b) 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.

15.9.13 Communication during parental leave

15.9.13(a) Where an employee is on parental leave and a definite decision has been made to introduce significant change at the workplace, the Credit Union shall take reasonable steps to:

15.9.13(a)(i) make information available in relation to any significant effect the change will have on the status or responsibility level of the position the employee held before commencing parental leave; and

15.9.13(a)(ii) provide an opportunity for the employee to discuss any significant effect the change will have on the status or responsibility level of the position the employee held before commencing parental leave.

15.9.13(b) The employee shall 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.

15.9.13(c) The employee shall also notify the Credit Union of changes of address or other contact details which might affect the Credit Union's capacity to comply with 15.9.13(a).

15.9.14 Redundancy

15.9.14(a) If a position held by an employee prior to taking parental leave is likely to be made redundant before the employee returns to work, the employer must advise the employee of the impending redundancy, provide an opportunity for consultation and shall not disadvantage the employee by virtue of the taking of parental leave.

15.9.14(b) 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 their former position.

15.9.15 Termination of Employment

15.9.15(a) The employment of a part-time employee under this clause may be terminated in accordance with the provisions of this Agreement but may not be terminated by the Credit Union because the employee has exercised or proposes to exercise any rights arising under this clause or has enjoyed or proposes to enjoy any benefits arising under this clause.

15.9.15(b) Any termination entitlements payable to an employee whose employment is terminated while working part-time under this clause, or while working full-time after transferring from part-time employment under this clause, shall be calculated by reference to the full-time rate of pay at the time of termination and by regarding all service as a full-time employee as qualifying for a termination entitlement based on the period of full-time employment and all service as a part-time employee on a pro rata basis.

15.9.16 Employment with the Credit Union while on Parental Leave

15.9.16(a) Where the Credit Union agrees, employees on parental leave can resume work with the Credit Union for specified, short term, full-time or part-time duty. This period of employment will in no way jeopardise an employee's statutory right to return to their agreed period of parental leave with its attendant entitlements.

15.9.16(b) Following these periods of short-term work, parental leave will continue to the originally approved expiry date.

15.9.17 Assistance to Staff Returning to Work From Parental Leave.

15.9.17(a) Wherever possible, the Credit Union will provide the following assistance to employees on or returning to work from Parental Leave in addition to other entitlements:

- (i) Employees who take Parental Leave will be kept informed by their Manager of developments in both their work area and across the wider Credit Union.
- (ii) Employees returning from Parental Leave will receive an induction briefing on the latest developments in the workplace.
- (iii) Employees returning to work on a permanent full-time basis may choose to recommence their duties on a temporary part-time basis to facilitate a smooth transition back into the workplace from parental leave. The duration of this part-time work shall be at the discretion of the Credit Union.

15.9.18 Pre-Natal Leave

15.9.18(a) In addition to the parental leave provisions prescribed at clause 15.9 of this Agreement, an employee who presents a medical certificate stating that she is pregnant shall be entitled to paid leave totalling 37.5 hours per pregnancy which will enable the employee to attend medical appointments associated with the pregnancy. A medical certificate must cover each absence.

15.9.18(b) On presentation of a medical certificate stating such, any employee who has a partner who is pregnant will be eligible to access leave under this clause of a period totalling 7.5 hours. A certificate of attendance must cover each absence.

15.9.18(c) MyState Financial encourages employees to absent themselves on such occasions for the time of the appointment only.

15.10 Long Service Leave

15.10.1 Long Service Leave entitlements become available to an employee after ten years' continuous service. Long service leave is accrued at 6.5 days per annum for each continuous year of service, which equates to 13 weeks' leave after 10 years of continuous service.

15.10.2 An employee may, after 10 years' continuous service and each additional year of continuous service, and with the approval of the Credit Union, elect to have all or part of their Long Service Leave paid to them in lieu of taking the entitlement as time off work.

15.10.3 If an employee wishes to cash out their long service leave that has accrued, he or she must put their request in writing to the General Manager People and Culture indicating the amount of accrued long service leave he or she wishes to have paid to them and indicating that they elect to forego that amount of long service leave.

15.10.4 An employee must give three months' notice to the Credit Union of their intention to take Long Service Leave. The General Manager People and Culture may approve a shorter period of notice.

15.10.5 An employee may access accrued Long Service Leave in a minimum of four-week allocations, subject to the business needs of the Credit Union, provided that shorter periods may be approved by the General Manager People and Culture only on the basis of compassionate or special circumstances.

15.10.6 The Credit Union may direct the employee to take their accrued Long Service Leave entitlements with reasonable notice and at a time(s) mutually agreed.

15.10.7 An employee who ceases employment with the Credit Union will be entitled to:

- (i) After 10 years' continuous service – payment of their accrued Long Service Leave including any pro-rata entitlement;
- (ii) Between 7 and 10 years' continuous service – An employee who resigns for any reason or are dismissed for any reason other than serious and wilful misconduct, shall be entitled to payout of such pro-rata leave. Employees will receive payment of long service leave at the same proportion of 13 weeks as the total period of the employee's continued employment bears to 10 years.

15.10.8 Part-time employees accrued long service leave on the basis of their scheduled hours, inclusive of annual leave, paid personal/carer's leave and public holidays.

15.10.9 An employee who has transferred from full-time to part-time employment, or vice versa, will have their long service leave calculation on the basis of pro-rata time actually worked in each mode of employment. The employee's current ordinary hourly rate will be the basis for their payment calculations.

15.10.10 All other long service leave provisions will be in accordance with the *Long Service Leave Act 1976 (Tas)*

15.11 Special Leave

15.11.1 At the discretion of the Credit Union, employees may be granted in any leave year, special leave of up to five paid working days for a wide variety of compassionate reasons, or reasons of urgent/pressing domestic necessity. The following are examples of the types of situations for which special leave may be granted:

- a) To attend a funeral
- b) To attend to emergency repairs of the home as a result of storms or floods etc;
- c) Emergency Services voluntary commitments
- d) Additional defence force training

15.11.2 In the circumstance of the serious illness of a near relative, special leave will not be granted to an employee who is entitled to carer's leave in respect of that person.

15.12 Leave for Defence Forces Training

15.12.1 Notwithstanding the provisions of this Clause, in situation where the granting of paid leave to attend Australian Defence Forces Training results in a cost to the Credit Union, the Credit Union reserves the right to make applications for any future employer allowance or incentive that may be offered by the Commonwealth Government of Australia in respect to the granting of such leave.

15.12.2 The General Manager People and Culture may grant paid leave for a period not exceeding 10 working days in any year to enable any employee who is a volunteer member of the Australian Army, Navy, or Air-Force Reserve, for the purpose of attending an annual training camp

15.12.3 Any employee who requires leave under this clause will submit a written application to the General Manager People and Culture, and will provide a certificate verifying the necessity of their attendance at the camp or other activity to which the application relates.

15.12.4 Upon the completion of any period of leave granted under this clause, the employee will furnish satisfactory evidence that they attended for the purpose for which the leave was granted.

- 15.12.5 Any period of leave granted to an employee under this clause will not affect an employee's accrual of annual leave or personal/carer's leave or their eligibility for long service leave.
- 15.12.6 An employee granted leave under this Clause 15.12 will be paid an amount equal to their normal salary for the period of that leave.
- 15.12.7 An employee who, while serving with the Australian Army, Navy or Air Force Reserve, sustains an injury or contracts an illness necessitating absence from work beyond the period of leave granted under this clause may be granted leave on the following terms:
- 15.12.8 If compensation is not paid to the employee for such absence, the leave may be granted as personal sick leave.
- 15.12.9 If compensation is paid and is equal to or exceeds the amount of pay the employee would have received had personal sick leave been granted, the leave will be granted without pay.
- 15.12.10 If compensation is paid and is less than the amount of pay the employee would have received had personal sick leave been granted, the employee may be paid an amount equal to the difference, and personal sick leave credits reduced as if sick leave had been granted for the number of days is appropriate to the amount of the difference.

**PART VIII CONSULTATION AND DISPUTE RESOLUTION
CHANGE AND REDUNDANCY**

16. Consultative Committee

- 16.1 All parties are committed to effective consultation and communication in the workplace. The parties agree that consultation will provide employees with an opportunity to participate in decisions that effect their working lives.
- 16.2 In order to achieve this, the Consultative Committee, comprised of management representatives and employee representatives, will discuss issues of concern to employees and/or management.
- 16.3 The Consultative Committee is an integral and important part of the consultative process.
- 16.4 Whilst the Consultative Committee may make recommendations, final decisions will be the responsibility of management.
- 16.5 Guidelines for the operation of the Committee are contained in Appendix Two.

17. Dispute Resolution Procedure

- 17.1 An employee grievance or claim arising from this Agreement and its application, other than a grievance arising from the Credit Union's concern about an employee's work performance or conduct, shall be dealt with in the following manner:
 - 17.1.1 In the first instance, the employee concerned shall attempt to resolve the grievance with their immediate supervisor.
 - 17.1.2 Where any such attempt at Resolution has failed, or where the grievance is of such a nature that direct discussion or communication between the employee and their immediate supervisor would be inappropriate, the matter will be taken up with the employee's senior manager or the General Manager People and Culture. Should this attempt at Resolution fail, the employee may wish to have a representative take the matter up with the Credit Union on their behalf.
- 17.2 Without prejudice to either party, work will continue under previous arrangements while the matters in dispute are being dealt with in accordance with this clause.
- 17.3 Notwithstanding the above, an employee may contact the Union or another representative of the employee's choice for guidance and representation during any stage of the Dispute Resolution procedure.

- 17.4 Following the completion of the procedures outlined in Clause 17.1, either party may refer the matter to the Australian Industrial Relations Commission for conciliation or arbitration.
- 17.5 Resolving disputes in the Commission**
- 17.5.1 As provided at subclause 17.4 if a dispute in relation to a matter arising under this Agreement is unable to be resolved at the workplace the dispute may be referred to the Australian Industrial Relations Commission for resolution by conciliation and, if the dispute remains unresolved, by arbitration.
- 17.5.2 In relation to both conciliation and arbitration, the Commission may exercise all the substantive and procedural powers necessary or convenient for the just resolution of the dispute.
- 17.5.3 Without limiting the above, in arbitration the Commission may exercise procedural powers to determine matters related to representation, hearings, witnesses, evidence and submissions, which are necessary to make the arbitration effective.
- 17.5.4 The Commission shall:
- i. Avoid unnecessary formality, technicalities and legal forms;
 - ii. Not be bound by the rules of evidence;
 - iii. Act according to equity, good conscience and the substantial merits of the case;
 - iv. Apply the principles of natural justice;
 - v. Have the power to determine appropriate remedies to resolve the dispute;
 - vi. Unless otherwise agreed by the parties, provide any decisions in writing, accompanied (or followed) by written reasons.
- 17.5.5 Any arbitration proceeding shall, unless otherwise agreed, be recorded and transcribed.
- 17.5.6 The parties to the dispute will be bound by any decision made by the Commission in arbitration, subject to either party exercising any right of appeal against the decision to a Full Bench of the Commission.
- 17.5.7 Any dispute referred to the Australian Industrial Relations Commission under this clause should be dealt with by a member of the Commission nominated by either the head of the relevant panel or the President.

18. Redundancy and Retrenchment

- 18.1 This clause applies only to permanent full-time and part-time employees whose positions have been made redundant.
- 18.2 This clause does not apply to permanent full-time and part-time employees who have been dismissed by the Credit Union, nor to probationary employees, casual employees or temporary employees.
- 18.3 Where MyState Financial undertakes a review of a work area, practice or function that could give rise to redundancy or redeployment situations, MyState Financial shall hold discussions with the employee(s) directly affected and with the employee's representative, if requested by the employee(s). Consultation with the employee(s) and their representatives will be undertaken at the very earliest opportunity, but before any redundancy decisions are finalised.
- 18.4 In the case of redundancy, MyState Financial will explore all reasonable alternatives for continuing employment, including, but not necessarily limited to, redeployment to directly comparable positions.
- 18.5 "Directly comparable position" shall mean a position:
- 18.5.1 which is at the same grade/level or above within MyState Financial;
 - 18.5.2 in which the employee's remuneration is at least equivalent to the remuneration the employee receives in his or her current position;
 - 18.5.3 where all the employee's entitlements are retained;
 - 18.5.4 where the terms and conditions of employment are at least as favourable, in overall terms, as the employee has in his or her current position;
 - 18.5.5 in a location that is reasonably proximate to the employee's current place of employment; and
 - 18.5.6 which requires the employee to perform duties that are within the skills and competencies of the employee.
- 18.6 Where an employee is redeployed into a directly comparable role that is graded higher than the employee's former role, the manager will enter into discussions with the employee to identify and address any specific training for the new role.
- 18.7 Employees who are placed in higher graded roles will be exempted from formal performance counselling for a period of three months. This commitment does not limit MyState Financial's rights in regard to issues of staff behaviour/misconduct.

- 18.8 After three months in the new role the manager will consult with the employee to assess the ability of the employee to competently undertake the new role having regard to the employee's skills and ability and performance to date in the new role.
- 18.9 Where an employee demonstrates valid reasons that the change in duties is unreasonable in the circumstances of the employee's skills and ability, the employee's service may be terminated without loss of entitlement to retrenchment provisions, calculated according to the salary level of the redundant position.
- 18.10 Should there be no agreement the matter may be referred to the Commission for determination, under Clause 17.
- 18.11 Where a redundancy exists, MyState Financial may offer the affected employee/s a position function at a lower classification level or status, or in the case of a full time employee, a part-time position. In all such cases, the employee may refuse the offer and elect to take a redundancy. Alternatively, the employee will be given a 3-month trial period in the new position function.
- 18.12 Should the employment prove to be unsuitable to either party, at any time during the 3-month trial period, the employee will be made redundant without loss of entitlement. 'Entitlement' will be calculated at the applicable rate prior to taking up the lower position function
- 18.13 If the employee agrees to continue employment in the lower position function or part-time position, after the trial period, their salary will be adjusted to the applicable rate for the position at the time the position is accepted by the employee.
- 18.14 Employees who are to be made redundant will be given the maximum length of notice possible and will be advised of the effective date. No employee will receive less than 6 weeks' notice of redundancy, or at MyState Financial's election, payment in lieu of notice.
- 18.15 Should an employee who has been given formal notice of redundancy elect to leave MyState Financial's employment prior to the effective date, they will receive all of their severance payments, except notice given by the Credit Union but not worked.
- 18.16 Severance payments will be made on the following basis:
- 18.16.1 7 weeks' salary for the first year of service, or pro-rata for those with less than 1 full year of service.
 - 18.16.2 3 weeks' salary for each subsequent year of continuous service or pro rata for any period less than 1 year.
 - 18.16.3 The maximum entitlement payable under severance payment will be 52 weeks excluding the period of notice.

18.16.4 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.

18.17 Long Service Leave on a pro rata basis will be paid to all retrenched employees who have completed a minimum of 5 years' continuous service, (based on the appropriate formula for full time/part time hours worked during the employment period referred to in clause 15.10.9).

18.18 MyState Financial will allow time off for up to 1 day with full pay to employees who have been served notice of redundancy for the purpose of seeking alternative employment.

18.19 In addition to all severance payments, an employee made redundant may continue existing concession employee benefits on all Credit Union loans for a period of 9 months from the date of employment termination. Any concession interest rate changes that occur during the 9 month period will be applied.

18.20 Transmission of Business

18.20.1 Where the Credit Union transmits its business to a new employer, the Credit Union shall not be required to pay severance pay where an offer of reasonable alternative employment for an employee is secured with the new employer.

18.20.2 For the purposes of subclause 18.20.1 above, 'reasonable alternative employment' means employment:

18.20.2(a) in which the employee's remuneration is at least equivalent to the remuneration the employee receives in his or her current employment;

18.20.2(b) where all the employee's entitlements are transferred to the new employer;

18.20.2(c) where the terms and conditions of employment are at least as favourable, in overall terms, as the employee has at MyState Financial.

18.20.2(d) in a location that is reasonably proximate to the employee's current place of employment; and

18.20.2(e) which requires the employee to perform duties that are within the skills and competencies of the employee.

PART IX EMPLOYEE BENEFITS

19. Account Fees

For the period of this agreement, as an additional employment benefit, employees will not be charged MyState Financial account-keeping fees for accounts held in the employee's name, excluding default fees and expenses.

20. Loan and Overdraft Interest Rates

For the period of this agreement, as an additional employment benefit, employees shall be entitled to receive loan and overdraft interest rates at the FBT bench rate, or the Credit Union's lowest member rate, whichever is the lesser.

21. Salary Continuance

As an additional employment benefit, the Credit Union shall provide salary continuance insurance for employees to aged 65, who are employed on a permanent full-time or permanent part-time basis, or on a temporary fixed-term contract, provided the employee works at least 15 hours per week. The salary continuance insurance shall be offered in accordance with the conditions as specified and varied from time to time by the Credit Union's group insurer.

SIGNATORIES

For and on behalf of MYSTATE FINANCIAL CREDIT UNION OF TASMANIA LTD

NAME: Christopher Brooks

POSITION: Chief Executive

SIGNATURE:

WITNESS:

For an on behalf of the FINANCE SECTOR UNION OF AUSTRALIA

NAME: Leon Carter

POSITION: National Secretary

SIGNATURE:

WITNESS:

Appendix One

Salary Structure and Wage Rates

Level A	From 1 July 2008			From 1 July 2009		
	Annual	Fortnightly	Hourly	Annual	Fortnightly	Hourly
Salary Point 1	\$33,163.00	\$1,275.50	\$17.00667	\$34,655.34	\$1,332.90	\$17.77197
Salary Point 2	\$34,932.00	\$1,343.54	\$17.91385	\$36,503.94	\$1,404.00	\$18.71997
Salary Point 3	\$37,346.00	\$1,436.39	\$19.15179	\$39,026.57	\$1,501.02	\$20.01363
Salary Point 4	\$38,972.00	\$1,498.92	\$19.98564	\$40,725.74	\$1,566.37	\$20.88500

Level B	From 1 July 2008			From 1 July 2009		
	Annual	Fortnightly	Hourly	Annual	Fortnightly	Hourly
Salary Point 1	\$37,346.00	\$1,436.39	\$19.15179	\$39,026.57	\$1,501.02	\$20.01363
Salary Point 2	\$38,972.00	\$1,498.92	\$19.98564	\$40,725.74	\$1,566.37	\$20.88500
Salary Point 3	\$40,580.00	\$1,560.77	\$20.81026	\$42,406.10	\$1,631.00	\$21.74672
Salary Point 4	\$41,925.00	\$1,612.50	\$21.50000	\$43,811.63	\$1,685.06	\$22.46750

Level C	From 1 July 2008			From 1 July 2009		
	Annual	Fortnightly	Hourly	Annual	Fortnightly	Hourly
Salary Point 1	\$40,580.00	\$1,560.77	\$20.81026	\$42,406.10	\$1,631.00	\$21.74672
Salary Point 2	\$41,925.00	\$1,612.50	\$21.50000	\$43,811.63	\$1,685.06	\$22.46750
Salary Point 3	\$44,445.00	\$1,709.42	\$22.79231	\$46,445.03	\$1,786.35	\$23.81796
Salary Point 4	\$46,294.00	\$1,780.54	\$23.74051	\$48,377.23	\$1,860.66	\$24.80884

Level D	From 1 July 2008			From 1 July 2009		
	Annual	Fortnightly	Hourly	Annual	Fortnightly	Hourly
Salary Point 1	\$44,445.00	\$1,709.42	\$22.79231	\$46,445.03	\$1,786.35	\$23.81796
Salary Point 2	\$46,294.00	\$1,780.54	\$23.74051	\$48,377.23	\$1,860.66	\$24.80884
Salary Point 3	\$48,481.00	\$1,864.65	\$24.86205	\$50,662.65	\$1,948.56	\$25.98085
Salary Point 4	\$51,430.00	\$1,978.08	\$26.37436	\$53,744.35	\$2,067.09	\$27.56121

Personal Advisers TCE Package	From 1 July 2008	From 1 July 2009
Personal Adviser 1	\$61,137.00	\$63,889.00
Personal Adviser 2	\$63,488.00	\$66,345.00
Personal Adviser 3	\$70,542.00	\$73,717.00

Personal Advisers' package is a Total Cost of Employment package; comprising the base wage rate, inclusive of leave loading, and the Employer Superannuation Guarantee Contribution.

Appendix Two

Consultative Committee

These guidelines have been developed to promote a culture of communication and consultation within the Credit Union. It is not the objective of the parties to this agreement that the Committee override the function and decision making responsibility of management.

1. Formation and Operation of the Committee

- 1.1 The Committee shall consist of at least six employee representatives elected by employees covered by this Agreement and two management representatives.
- 1.2 A quorum will consist of three employee representatives and one Management representative.
- 1.3 Committee members shall hold office for the life of the current Agreement or annually as agreed.
- 1.4 The Committee shall meet at least every three months with the Chair being rotated between management and employee representatives.
- 1.5 The agenda shall be drafted and circulated to all Committee Members at least three days before the due meeting date. All Committee members shall have the right to submit matters for the agenda. The agenda shall be produced and circulated by management in consultation with a nominated employee representative.
- 1.6 Committee members will be given sufficient preparation time (up to 30 minutes) prior to each consultative meeting. At the conclusion of the meetings, employee representatives will meet for 15 minutes to review the meeting that had just concluded.
- 1.7 The Committee may co-opt additional members with the consent of all members of the Committee.
- 1.8 The Committee may also request the assistance of other employees on specific issues of the Agenda.
- 1.9 In agreement with their Manager, other company representatives and employees can attend the meetings.
- 1.10 Employee representatives may also attend the meeting at the request of the Committee members.
- 1.11 The Credit Union recognizes the need for the Consultative Committee members to attend meetings. Business Unit Managers are to accommodate the absence of employees who are attending these meetings.
- 1.12 Agenda and minutes of meeting will be circulated without delay.

1.13 The Committee will determine its own method of communicating to employees.

2. The Function and Scope of the Committee

2.1 To increase understanding of the Credit Union's objectives and strategic plans and to promote a cooperative approach to resolving problems.

2.2 To obtain and discuss the views and concerns of employees.

2.3 To discuss management proposals that may have a significant impact on employees and the effect of those changes on employees.

2.4 To identify problems that fall within the scope of the Committee and work co-operatively to assist in developing solutions.

2.5 To provide and discuss information and reports to Management, on particular areas of the company's operations including aspects such as:

- work practices and performance management;
- quality, productivity and efficiency improvements;
- staffing levels and service standards;
- any matters relating to the operation of this Agreement, and
- other matters of concern to management or employees.

2.6 Where possible, consensus will be reached. However, Management reserves the right to make a final decision. Employees have the right to dispute such decisions as outlined in the Disputes and Grievance Procedure.

2.7 The parties to this agreement accept that certain information could be considered as commercially sensitive. Every effort will be made on the part of the parties to this agreement to respect such considerations of confidentiality while making available as much information as possible.

Appendix Three

Preserved Roles

(a) Marketing Assistant

Position Function	Unit No	Competency	From 1.7.08	From 1.7.09
Minimum Salary			37,125	38,796
Marketing 1	7.1	Marketing Support	1488	1555
Marketing 2	7.2	Marketing Support	1488	1555
Marketing 3	7.3	Marketing Support	1488	1555
Marketing 4	7.4	Marketing Support	1488	1555
Marketing 5	7.5	Marketing Support	1488	1555
Marketing62	7.6	Marketing Support	1488	1555
Marketing 7	7.7	Marketing Support	1488	1555
Marketing 8	7.8	Marketing Support	1488	1555
Marketing 9	7.9	Marketing Support	1488	1555
Marketing 10	7.10	Marketing Support	1488	1555

(b) Senior Finance Officer

Position Function	Unit No	Competency	From 1.7.08	From 1.7.09
Minimum Salary			38,949	40,702
Finance	16.2	Cuftas Accounting	1227	1282
Finance	16.3	Reconciliations	1494	1561
Finance	16.4	Accounts Payable	1600	1672
Finance	16.5	Accruals	1067	1115
Finance	16.6	Asset Register	1494	1562
Finance	16.7	Liquidity	1535	1604
Finance	16.8	Bank reconciliations	1228	1283
Finance	16.9	Reconciliations	1228	1283
Finance	16.10	Reconciliations	1067	1115
Finance`	16.11	Unclaimed Monies	867	906
Finance	16.12	FP Accts	1535	1604
Finance	16.13	GL Exceptions	801	837
Finance	16.14	EFT	1535	1604
Finance	16.15	Reps and Returns	1228	1283
Finance	16.16	ATM Reconciliations	1228	1283
Finance	16.17	Reconciliations	1228	1283
Finance	16.18	EIM	1600	1672
Finance	16.19	Armaguard	1228	1283
Finance	16.20	Bpay	1067	1115
Finance	16.21	Redipos	1067	1115
Finance	16.21.1	Trusts and MT Admin	1535	1604

(c) Accountant

Position Function	Unit No	Competency	From 1.7.08	From 1.7.09
Minimum Salary			56,638	59,187
Finance	16.22	Accounting	1557	1627
Finance	16.23	Financial Planning	3397	3550
Finance	16.24	System Accounting	1758	1837
Finance	16.25	Conquest Mortgage Trust Accounting	3397	3550

(d) Securities Supervisor

Position Function	Unit No	Competency	From 1.7.08	From 1.7.09
Minimum Salary			44,430	46,429
Supervisor	18.14	Securities Supervision	2095	2189
	18.15	Securities Supervision	2392	2500
	18.16	Securities Supervision	2392	2500
	18.17	Projects	2392	2500

(e) Senior Tech Services Officer

Position Function	Unit No	Competency	From 1.7.08	From 1.7.09
Minimum Salary			50,282	52,545
IT Support	20.8	Adv System Support	1488	1555
IT Support	20.9	Adv System Support	2392	2500
IT Support	20.10	Adv System Support	2392	2500

(f) Supervisor

Position Function	Unit No	Competency	From 1.7.08	From 1.7.09
Minimum Salary			43,990	45,970
Supervisor	22.0	Gen Supervisor	1374	1436
	22.1	AC Supervisor	1374	1436
	22.2	Team Supervisor	2749	2873
	22.3	Supervisor 3	4123	4309
	22.4	Retail Banking (1)	2392	2500
	22.5	Retail Banking (2)	4123	4309

(g) Treasury and Risk Analyst

Position Function	Unit No	Competency	From 1.7.08	From 1.7.09
Minimum Salary			44,611	46,618
T & R Support	21.1	Mortgage Trust	2913	3044
T & R Support	21.2	Treasury	2336	2472
T & R Support	21.3	Research	1114	1164
T & R Support	21.4	Projects	1759	1838

(h) Network Administrator

Position Function	Unit No	Competency	From 1.7.08	From 1.7.09
Minimum Salary			50,282	52,545
IT Support	20.11	Network Admin	2095	2189