

AUSTRALIAN INDUSTRIAL RELATIONS COMMISSION

Workplace Relations Act 1996
s.170LK certification of agreement

Police Department Employees Credit Union Limited
(C No. 24431 of 1999)

**THE POLICE DEPARTMENT EMPLOYEES' CREDIT UNION LIMITED
(INFORMATION TECHNOLOGY DEPARTMENT) - CERTIFIED
AGREEMENT 1999**

Various employees

Banking services

COMMISSIONER REDMOND

SYDNEY, 16 DECEMBER 1999

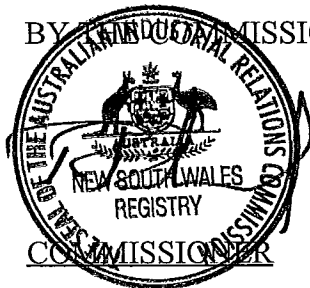
Certification of Division 2 agreement with employees.

CERTIFICATION OF AGREEMENT

In accordance with section 170LT of the *Workplace Relations Act 1996*, the Commission hereby certifies the attached written agreement.

This agreement shall come into force from 16 December 1999 and shall remain in force until 16 December 2002.

BY THE COMMISSION:



POLICE CREDIT UNION

**(Information Technology
Department)**

CERTIFIED AGREEMENT

1999

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B.A

1. TITLE

This Certified Agreement shall be known as **THE POLICE DEPARTMENT EMPLOYEES' CREDIT UNION LIMITED (Information Technology Department) - CERTIFIED AGREEMENT 1999**. ("Agreement")

2. APPLICATION OF AGREEMENT TO PARENT AWARD

The terms and conditions of this Agreement are to be read in conjunction with the 1998 Credit Union (Federal) Award ("the Award"). Where any inconsistency between the Award and this Agreement occurs, the terms and conditions of this Agreement are to prevail.

3. PERIOD OF OPERATION

This Agreement shall come into operation from date of certification by the Australian Industrial Relations Commission and shall have a nominal expiry date of three years from the date of certification.

4. NATIONAL STANDARDS

This agreement shall not operate as to cause any employee to suffer a reduction in ordinary time earnings or in national standards such as standard hours of work, annual leave or long service leave.

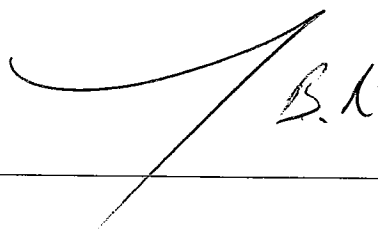
5. PARTIES BOUND

The parties bound by this agreement are: -

The Police Department Employees' Credit Union Limited ACN 087 650 799 and employees of the Police Credit Union whose terms and conditions of employment are regulated by the Award who are employed as IT Network Support Officers engaged in the Information Technology Department of Police Credit Union.

6. NO EXTRA CLAIMS

The employees will not make any extra claims in respect of matters covered by this agreement for the duration of the agreement.

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7. HOURS OF WORK

The ordinary hours of work shall be an average of 38 per week worked Monday to Sunday between the hours of 6.30 am and 8.30pm. The normal hours of work within this spread of hours shall be as determined by the Company and outlined in a Roster.

7.1 Flexible Hours Of Work

The ordinary hours of work prescribed herein shall not exceed seven and a half (7 ½) hours on any one day.

The employer may, following consultation with the employees concerned, alter the employee's hours of work by the giving of one week's notice.

Shifts shall be worked according to a roster, which shall:

- Provide for rotation of shifts or employees if requested;
- Provide for not more than eleven (11) shifts to be worked in any fourteen (14) consecutive days;
- Specify the commencing and finishing time of each shift;

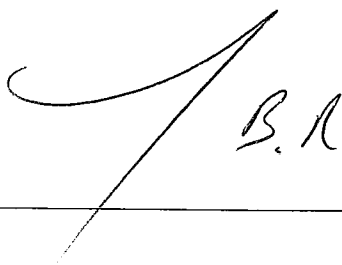
7.2 Overtime

All time worked by an employee in excess of 38 hours per week, but worked within the scope of ordinary hours (between 6.30 am and 8.30 pm) shall be paid on an hour for hour basis, or time in lieu on an hour for hour basis.

All time worked by an employee outside the ordinary hours shall be paid for at overtime rates of time and one half per hour worked, or time in lieu on an hour for hour basis. The employer shall, if requested by an employee, provide payment on an hour for hour basis, for any overtime worked where such time has not been taken within four weeks of accrual.

7.3 Rosters

The hours of work for employees shall be an average of 38 hours per week. Employees are to work to a Roster, which shall be worked in be in accordance with 7.1 above. The Company shall have the ability to alter the rosters to suit business requirements and to meet peak demand periods.



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8. COMPANY POLICY AND RULES

The Employee will be subject to and must observe and comply with all rules, policies and procedures in force from time to time as set out in the Employer's policy and procedure manual. The employer is entitled from time to time to amend, cancel or introduce such rules, policies and procedures, as it considers necessary. Any employee who breaches any of the rules, policies or procedures in the Employer's policy and procedure manual may be subject to disciplinary action, which may result in the termination of the Employee's employment.

9. SICK LEAVE

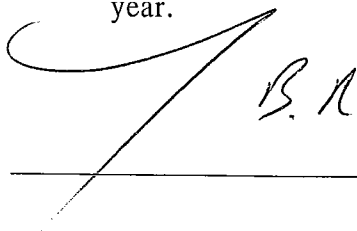
An employee who is absent from work on account of personal illness or on account of injury by accident, other than that covered by workers' compensation, shall be entitled to leave of absence, without deduction of pay subject to the following conditions and limitations:

- They shall endeavor within 1 hour of the commencement of such absence to inform the company of their inability to attend for duty, and state the estimated duration of their absence.
- They shall prove to the satisfaction of the company that they were unable on account of such illness or injury to attend for duty on the day or days for which sick leave is claimed.
- An employee during their first year of employment with the company shall be entitled to sick leave entitlement at the rate of eight days at the beginning of their first year of employment.

Provided that an employee who has completed one year of continuous employment shall be credited with a further ten days sick leave entitlement at the beginning of their second and each subsequent year, which, shall commence on the anniversary of engagement.

In the case of an employee who claims to be allowed paid sick leave in accordance with this clause for an absence of one day only such employee if in the year they have already been allowed paid sick leave on two occasions for one day only, shall not be entitled to payment for the day claimed unless they produce to the Company a certificate of a duly qualified medical practitioner certifying that the employee was unable to attend for duty on account of personal illness or injury.

Sick leave shall accumulate from year to year so that any balance which in any year has not been allowed to an employee as paid sick leave, may be claimed by the employee and subject to the conditions herein prescribed shall be allowed in a subsequent year, without diminution of the sick leave prescribed in respect of that year.



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10. PROBATIONARY PERIOD

- a) The employee will be initially employed on a probationary basis for a period of up to three months following the commencement of employment.
- b) A review of the employee's employment will be undertaken at or about the end of the first 3 months of employment with the object of enabling the employer to assess whether the employee is likely to be a satisfactory appointment to the permanent staff.
- c) If the employer concludes that the employee is unlikely to be satisfactory, the employer will give the employee an opportunity to respond to such concerns as the employer may have. After considering such response as the employee may wish to make, the employer may:
 - Confirm the appointment of the employee to the permanent staff; or
 - Extend the probationary period for such further period as the employer considers necessary to enable a further assessment of the employee to be made; or
 - Terminate the employment immediately; or
 - Terminate the employment on giving the employee such notice as the employer may in the circumstances decide.

11. WAGE RATES AND ALLOWANCES – INCLUSIVE

11.1 Application

This Clause sets out the application of rates of pay for work performed in the role of IT Network Support Officer for the Information Technology Department.

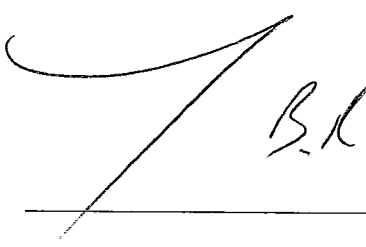
11.2 Wage Rates

The following minimum rate of pay shall apply from 23rd August 1999 for all entry level IT Network Support Officers

Classification Level	Hourly Rate	Annual Salary
Grade 3	15.8974	31,000

11.3 Allowances

- An allowance of \$200 per annum will be paid for meal allowances. This will be incorporated into and paid with the fortnightly salary



11.4 Wage Increases

Any increases in an employees wage level will be dependent on a satisfactory performance appraisal. These appraisals will be conducted around June on a yearly basis.

12. PAYMENT OF WAGES

Wages shall be paid fortnightly to the employee's financial account held with Police Credit Union.

13. PERFORMANCE APPRAISAL

The employee agrees to participate fully in any formal performance appraisal program that shall be conducted by the employer. The employer's performance will be reviewed on an ongoing basis against clearly defined and agreed performance objectives shown in the Job Description.

14. TRAINING

The employee will be available to attend training courses as required by the employer, the costs of which will, at the employer's discretion, be paid for by the employer. Payment of wages will be paid for any course employees are required to attend by the employer during working hours. However, if the course occurs outside normal working hours, no payment shall be made for time spent in attendance.

15. STATUTORY HOLIDAYS

The employee shall work on such statutory holidays as the employer requires.

Payment for statutory holidays shall be made at time and one half for each day worked, or time in lieu on an hour for hour basis at the employees' request.

Statutory holidays are those prescribed in the 1998 Credit Union (Federal) Award.

16. ANNUAL LEAVE

Employees are entitled to 20 days paid annual leave on completion of one year's service with the employer.

Annual leave shall be taken at a time to be agreed by the employer and the employee and, in the absence of agreement, as directed by the employer. The employer shall give not less than four (4) weeks notice of requirement for the employee to take annual leave. The employee shall give not less than four (4) weeks notice of dates preferred for annual leave.

Upon termination of the employee's employment with the employer, the employee will be paid for any unused annual leave.

17. LONG SERVICE LEAVE

An employee's entitlement to long service leave will be in accordance with the provisions of the Long Service Leave Act 1955 (NSW) (and subsequent amendments to that Act) relating to long service leave.

18. UNIFORMS

The Employer shall provide the Employee upon completing their probation period successfully, five (5) corporate shirts and \$150 to purchase extra items of clothing.

The Employer shall further provide the Employee a total of five (5) corporate shirts (each September) and \$200 (each March) to purchase extra items of clothing.

19. TECHNOLOGICAL CHANGE

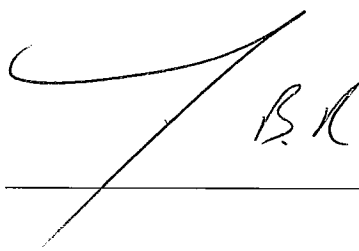
The methods used to perform certain tasks are changing constantly and the employer reserves the right to introduce new work methods or equipment from time to time.

20. INTELLECTUAL PROPERTY

Any original work, process, design or other material produced or to be published by the employee and arising from the employment with the employer, shall remain the property of the employer which shall have full rights to such work, process, design, or other material whether those rights are exercised in any form or not during the employment or on cessation of the employment.

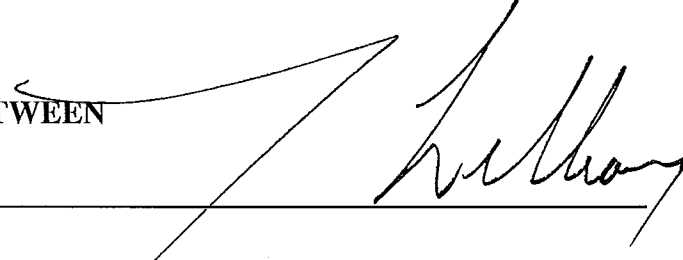
21. DISPUTE RESOLUTION

The parties will adopt the Dispute Resolution Procedure as identified in the parent award.

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22. SIGNATORIES

Dated this 2ND day of NOVEMBER 1999


BETWEEN


(The Police Department
Employees' Credit Union
Limited)

AND


(The Employees)

in the presence of


.....
Signature of Witness

P. BUTLER
.....
Name of Witness