

AG837465 PR953185

AUSTRALIAN INDUSTRIAL RELATIONS COMMISSION

Workplace Relations Act 1996
s.170LK Agreement with employees (Division 2)

Qantas Staff Credit Union Limited
(AG2004/8016)

QANTAS STAFF CREDIT UNION CERTIFIED AGREEMENT 2004

Airport operations

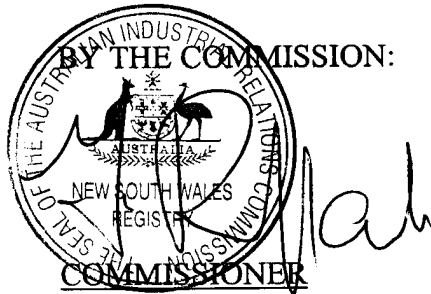
COMMISSIONER RAFFAELLI

SYDNEY, 25 NOVEMBER 2004

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 24 November 2004 and shall remain in force until 30 November 2007.



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QANTAS STAFF CREDIT UNION - CERTIFIED AGREEMENT 2004

1. TITLE

This Agreement shall be known as the Qantas Staff Credit Union Certified Agreement 2004.

2. ARRANGEMENT

The Agreement is arranged as follows:

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3. APPLICATION

This Agreement shall apply to all sites at the Qantas Staff Credit Union Limited in Australia with respect to employees who are employed by the Credit Union and who are bound by the terms of the Airline Officers (Qantas Staff Credit Union) Award 2000.

4. PARTIES BOUND

The parties to this Agreement are:

- (a) Qantas Staff Credit Union Limited ("the Credit Union")
- (b) Employees of Qantas Staff Credit Union Limited

5. DATE AND PERIOD OF OPERATION

This Agreement shall operate from the date of Certification and shall remain in force until 30 November 2007.

Negotiations for the Certified Agreement to succeed this agreement will commence three (3) months prior to the expiry of this agreement.

6. RELATIONSHIP TO PARENT AWARD

This Agreement shall be read and interpreted wholly in conjunction with the Airline Officers (Qantas Staff Credit Union) Award 2000, provided that where there is any inconsistency between this Agreement and the Airline Officers (Qantas Staff Credit Union) Award 2000, this Agreement shall take precedence to the extent of the inconsistency.

7. SALARIES

(a) Salaries prescribed hereunder shall apply with effect from the date of 1 December 2004.

BAND	Yr1	Yr2	Yr3	Yr4	Yr5	Yr6	Yr7	Yr8	Yr9
A	31,679	32,709	33,690	34,701	35,742	36,814	37,919	39,056	40,228
B	41,837	42,778	43,741						
C	45,490	46,514	47,560	48,631					
D	50,576	51,714	52,877	54,067					
E	56,230	57,495	58,788	60,111					
F	62,516	63,922	65,361	66,831					

(b) The rates prescribed in (a) above shall be increased by 4% with effect from 1 July 2005.

BAND	Yr1	Yr2	Yr3	Yr4	Yr5	Yr6	Yr7	Yr8	Yr9
A	32,946	34,017	35,038	36,089	37,172	38,287	39,436	40,618	41,837
B	43,510	44,489	45,491						
C	47,310	48,375	49,462	50,576					
D	52,599	53,783	54,992	56,230					
E	58,479	59,795	61,140	62,515					
F	65,017	66,479	67,975	69,504					

(c) The rates prescribed in (b) above shall be increased by 4% with effect from 1 July 2006.

BAND	Yr1	Yr2	Yr3	Yr4	Yr5	Yr6	Yr7	Yr8	Yr9
A	34,264	35,378	36,439	37,533	38,659	39,818	41,013	42,243	43,511
B	45,251	46,269	47,310						
C	49,202	50,310	51,441	52,599					
D	54,703	55,934	57,192	58,479					
E	60,818	62,187	63,585	65,016					
F	67,617	69,138	70,694	72,284					

- (d) The rates prescribed in (c) above shall be increased by 4% with effect from 1 July 2007.

BAND	Yr1	Yr2	Yr3	Yr4	Yr5	Yr6	Yr7	Yr8	Yr9
A	35,635	36,793	37,897	39,034	40,205	41,411	42,654	43,933	45,251
B	47,061	48,119	49,203						
C	51,170	52,322	53,499	54,703					
D	56,891	58,171	59,479	60,818					
E	63,251	64,674	66,129	67,617					
F	70,322	71,904	73,522	75,176					

8. NO EXTRA CLAIMS

- (a) It is a term of the Agreement that the Union and all employees bound by this Agreement will not pursue any extra claims, award or over award, for the life of this Agreement including increases arising from award variations or decisions of the Commission other than increases that are consistent with the terms of the Agreement.
- (b) This clause shall in no way affect the Union's right to vary the parent Award to insert test case standards.
- (c) It is a term of the Agreement that the Union and all employees bound by the Agreement will not take industrial action including any work bans or limitations in support of any claim or variation sought during the life of the Agreement.

9. CONSULTATION

The Joint Consultative Committee shall continue to operate from the certification of this Agreement and shall address issues that arise during the life of this Agreement. Provided that disputes or employee grievances arising out of the operation of this Agreement shall be dealt with in accordance with Clause 10 of this Agreement.

10. SETTLEMENT OF INDUSTRIAL DISPUTES

The parties of this Agreement shall observe the Settlement of Industrial Disputes procedure under Clause 26 - Settlement of Disputes of the Airline Officers (Qantas Staff Credit Union) Award 2000.

Provided that if the matter is not resolved between the aggrieved employee and the supervisor, the matter may be referred by agreement of the parties concerned to the consultative process in Clause 9 of this Agreement for resolution.

11. OVERTIME - MEAL BREAKS

In lieu of the provisions contained in Clause 14 - Overtime, Sub-clause (h)(ii) of the parent Award, employees shall receive a paid meal break of 30 minutes if they work two (2) hours or more overtime prior to their normal starting or after their usual finishing time and such overtime is continuous with their ordinary working hours.

The time allowed for meal breaks under this Clause shall not be used in the calculation of overtime hours.

12. HOURS OF DUTY - DAY WORKERS

Except where otherwise provided the ordinary hours of duty shall be forty (40) hours per week to be worked, except for meal breaks, between 7.00am and 7.00pm, Monday to Saturday inclusive. Starting and finishing times of individual employees can be varied in the Administration areas within the above span of hours and in such cases the employee will be advised the previous day.

Employees may work up to twelve (12) ordinary hours in a day provided that for any employee who was employed prior to 1 April 1999 the working of twelve (12) hour days is by agreement between the employer and the effected employee. Any employee who commences after 1 April 1999 may be required to work twelve (12) hour days.

Employees may be required to work a maximum number of five (5) days between Monday and Saturday inclusive provided that for any employee who was employed prior to the certification of this agreement working on Saturday is by agreement between the employer and the effected employee. Any employee who commences after the certification of this agreement may be required to work on Saturdays.

The ordinary hours of work can be worked in any of the following ways:

- a) 4 days of 10 hours
- b) 4 days of 9 hours and 1 day of 4 hours
- c) any other combination

Provided that any variation of agreed normal patterns is on a voluntary basis.

13. ROSTERED DAYS OFF (RDO's)

This clause applies only to full time employees.

Employees may accrue RDO's that become due provided that there is prior agreement between the employer and the employee. An employee cannot accrue RDO's for more than twelve (12) months. The accounting period shall be each calendar year.

From the commencement of this agreement employees will be able to elect to be paid in lieu of taking RDO's. Employees who make this election will be paid for accrued but not taken RDO's at the ordinary rate of pay.

14. ANNUAL LEAVE

Annual Leave shall be in accordance with the relevant legislation and the parent award. Annual leave must be taken within twelve (12) months of accrual unless there are special circumstances in which case the Employer may agree to deferral.

In exceptional circumstances approval may be given for a period in excess of twenty (20) days however operational requirements and other staff leave requirements will be in factors that will be taken into consideration.

An employee with more than one (1) year of service may make application for payment in lieu for all or part of their accrued annual leave entitlement.

15. LONG SERVICE LEAVE

Long Service Leave shall be in accordance with the provisions of the relevant legislation and parent award. An employee with ten (10) or more years of service may make application for payment in lieu for all or part of their accrued long service leave entitlement.

The award provides for long service leave to be taken at half pay at the discretion of the employer, this will not be approved for the duration of this agreement.

16. TIME OFF IN LIEU OF OVERTIME

An employee may elect under the terms of this agreement to take time off in lieu of receiving payment for overtime hours worked under the following terms:

- a) overtime must be authorised in accordance with normal Credit Union procedure.
- b) the employee makes the election prior to the overtime being worked
- c) time off is on an hour for hour basis.
- d) Time off in lieu of overtime must be accrued over a two (2) month period.
- e) The minimum amount of time that must be accrued to qualify for time off in lieu of overtime is one (1) day.
- f) the time off must be at the mutual convenience of the employer and the employee.

- g) if an employee does not accrue sufficient hours to meet the minimum within the two (2) month period any accrued time will be paid out at the earliest opportunity.
- h) if the employee's employment ceases for any reason before the time in lieu is taken it will be forfeited.

17. PART-TIME EMPLOYMENT

Part-time employees may be employed to work between eight (8) and thirty two (32) ordinary hours per week. Hours in excess of forty (40) per week shall be paid at overtime rates. The minimum engagement of part-time employees shall be three (3) hours per day and a maximum of eight (8) hours per day. Hours in excess of eight (8) per day shall be paid at overtime rates.

If a part time employee works in excess of their ordinary rostered hours, but less than forty (40) hours in any one (1) week they shall be entitled to all other entitlements calculated on the actual hours worked. Any adjustment will be calculated and the adjustment made on the anniversary of the employees appointment.

18. HIGHER DUTIES ALLOWANCE

- (a) Where the Credit Union appoints a person to act in the stead of another and more senior employee, the person acting in the relief capacity shall be paid Higher Duties Allowance as prescribed herein where such higher duties continue for ten (10) or more consecutive working days.
- (b) Higher duties and payment of higher duties allowance will not apply automatically. If a given position becomes vacant, the requirement to fill the position on an acting higher duties basis shall be determined by the Credit Union, having regard to its operational requirements.
- (c) Higher duties allowance shall be paid at the first year rate of the appropriate grading level and not be automatically aligned with the salary of the permanent incumbent of the position in which the higher duties are being performed. Where an employee is not required to accept the full responsibilities of a more senior position in which he/she is acting, he/she shall be paid a partial higher duties allowance. Such partial allowance shall be determined by the employer and advised to the employee in writing.
- (d) As a general rule, no employee should be required to act in a position that is more than two (2) levels higher than the level of his/her substantive position.

- (e) Except in unavoidable circumstances relief duties worked during a pay period shall be paid for not later than the payday for the pay period following the week in which relief work is performed.
- (f) For the purpose of Overtime, Holidays and Sunday Work and Shift Work, the allowance paid under this Clause shall be deemed to be part of the ordinary rate.

19. TRAVELLING ALLOWANCE - RELIEF STAFF

An employee who is engaged as relief staff and is required to travel to an office other than their base shall be reimbursed the cost of any additional fares to a maximum of ten dollars (\$10) per day.

20. CASUAL STAFF

- (a) In order to satisfy the Credit Union's operational requirements, the Credit Union may employ casual staff, as required. Casual staff shall be entitled to the terms and conditions of the parent award and this agreement.
- (b) Casual employment shall be in accordance with the following provisions:
 - (i) A casual employee is one engaged and paid as such.
 - (ii) A casual employee shall be paid at an hourly rate derived by dividing the appropriate annual rate prescribed under Clause 7 - Salaries of this Agreement, by 2,080 **plus** a loading of 20 percent.
 - (iii) A casual employee shall be paid for a minimum four (4) hours work for each such engagement.
 - (iv) the spread of ordinary hours for casual employees shall be as prescribed under Clause 12 of this Agreement. Shift work provisions shall be applied where applicable. Penalty rates and loadings shall be calculated upon the rate determined in accordance with paragraph (ii) of this sub-clause.

21. TRAINING

Training shall be provided on a needs basis having regard to the Employers operational requirements.

In addition to encourage further personal development the employer will support the ongoing education of employees who successfully complete approved courses.

Prior approval of management to participate in this plan is required.

Financial support is provided for four tiers of ongoing education as follows:

- a) Tier 1 – Short specialized courses, usually of less than twelve (12) months duration.
On production of evidence of the successful completion of these courses, the Employer will reimburse the employee tuition costs and the cost of purchasing any nominated text books required for the course. Receipts for the payment of tuition and textbooks must be produced, as must the advice requiring the purchase of textbooks or course materials.
- b) Tier 2 – Professional Certificate (TAFE or equivalent)
On production of evidence of the successful completion of each year of these courses the Employer will reimburse the employee tuition costs and the cost of purchasing any nominated textbooks or course materials required for the course. Receipts for the payment of tuition and text books must be produced as must the advice requiring the purchase of text books or course materials.

Subject to approval by the employer and on a case by case basis study leave may be granted and if required, examination leave will be granted.

Twelve (12) months after the successful completion of the full course a bonus of 2% of the employees annual salary will be paid. The payment of this bonus will not be subject to the payment of superannuation.

- c) Tier 3 – Graduate Diploma (TAFE or University)
On production of evidence of the successful completion of each year of these courses the Employer will reimburse the employee tuition costs and the cost of purchasing any nominated textbooks or course materials required for the course. Receipts for the payment of tuition and text books must be produced as must the advice requiring the purchase of text books or course materials.

Subject to approval by the employer and on a case by case basis study leave may be granted and if required, examination leave will be granted.

Twelve (12) months after the successful completion of the full course a bonus of 3% of the employees annual salary will be paid. The payment of this bonus will not be subject to the payment of superannuation.

- d) Tier 4 – Degree (University)

On production of evidence of the successful completion of each year of these courses the Employer will reimburse the employee tuition costs and the cost of purchasing any nominated textbooks or course materials required for the course. Receipts for the payment of tuition and text books must be produced as must the advice requiring the purchase of text books or course materials.

Subject to approval by the employer and on a case by case basis study leave may be granted and if required, examination leave will be granted.

Twelve (12) months after successful completion of the full course a bonus of 5% of the employees annual salary will be paid. The payment of this bonus will not be subject to the payment of superannuation.

22. ADDITIONAL PUBLIC HOLIDAY (NSW) - BANK HOLIDAY

NSW based employees shall be entitled to one (1) additional Public Holiday per annum the taking of which shall be determined by the Employer.

23. PERSONAL LEAVE

Basic Entitlements

Personal leave includes sick leave, carer's leave and bereavement leave.

An employee, except a casual employee, is entitled to paid personal/carer's leave in the following circumstances:

- a) when the employee is absent from work due to personal illness or accident (sick leave);
- b) for the purpose of caring for a member of the employee's immediate family or household who is sick and who requires the employee's care and support (carer's leave).

Personal leave of ten (10) days is available in the first year of service.

Twelve (12) days personal leave is available in each second and subsequent year of service.

In addition an employee shall be entitled to bereavement leave as detailed in clause 24.

Part time employees accrue entitlements to personal/carer's leave on pro rata hourly basis.

Sick leave may accumulate to a maximum of fifty two (52) weeks.

Any unused personal is forfeited in the event of the termination, for whatever reason, of the employee.

Entitlement to Sick Leave

An employee is entitled up to five (5) days on appointment and a further five (5) days after six (6) months' service and twelve (12) days in any second and subsequent year of service.

Notice of Illness or Injury

Employees must notify their employer as soon as practicable and within eight (8) hours of the commencement of the absence, of the employee's inability to attend for duty. The employee must also, as far as practicable, advise the employer of the nature of the illness or injury.

Proof of Illness or injury

The employee must provide satisfactory evidence of illness or injury in relation to any absences due to illness or injury, including a medical certificate, at the request of the employer.

When the employee has taken three (3) sick days in any one (1) year, the employee must provide the employer with a medical certificate for any additional day or days of sick leave in that year.

The employer may ask for satisfactory evidence of ill health at any other time.

Sick Leave and Workers' Compensation

Employees are not entitled to be paid personal leave for any period for which they are receiving workers' compensation.

Sick Leave and Public Holidays

Leave under this Clause is exclusive of public holidays.

Sick Leave Whilst on Annual Leave

If an employee falls sick while on annual leave (providing the duration of the illness is a minimum of one (1) day) and provides the employer with satisfactory medical evidence, the employee may be granted additional annual leave equivalent to the period of sickness. The additional annual leave may be granted at a time convenient to the employer and the employee. The period of sickness within the annual leave shall be recorded as sick leave.

Maximum Period of Sick Leave

The maximum period allowable with pay in respect of any continuous absence shall be fifty two (52) weeks and, where employees have exhausted all leave allowable with pay, they may be granted leave without pay. Such combined absence with and without pay shall not exceed seventy eight (78) weeks.

Entitlement to Carer's Leave

An employee is entitled to use up five (5) days personal leave each year, as carer's leave subject to the employee being responsible for the care of the person concerned; and the person concerned being either a member of the employee's immediate family or a member of the employee's household and the employee having an entitlement to this leave.

An employee must not take carer's leave under this Clause if another person has taken leave to care for the same person.

Carer's leave may be taken for part of a single day.

Proof of Illness

The employee must, if required, establish by production of a medical certificate or Statutory declaration, the illness of the person concerned and that the illness is such as to require care by another.

Notice Requirements

The employee must give notice of the absence to the employer including: the intention to take leave; the name of the person requiring care and their relationship to the employee; the reasons for taking leave; and the estimated length of absence.

If it is not practicable for the employee to give the employer prior notice of the absence, the employee must notify the employer by telephone of such absence at the first opportunity on the day of absence.

Unpaid Carer's Leave

An employee may elect, with the consent of the employer, to take unpaid leave for the purpose of providing care to a family or household member who is ill.

Use of Annual Leave

An employee may elect, with the consent of the employer, to take up to five (5) days of annual leave in single day periods, in any calendar year, for the purposes of this Clause.

The employer and employee may agree to defer payment of the annual leave loading in respect of each single day, until at least five (5) consecutive annual leave days are taken.

Bereavement Leave

In addition to the Personal/Carer's Leave entitlement specified above an employee after one (1) month's continuous service with the employer shall be entitled to a maximum of three (3) days bereavement leave per annum without loss of pay and on production of satisfactory evidence of the death of the employee's wife (de facto wife), husband (de facto husband), child (stepchild), father (foster father), mother (foster mother), father in law, mother in law, sister or brother.

In the event of the death of other close relatives (grandparent, grandchild, uncle, aunt, nephew, niece or cousin) of the employee, one (1) day's bereavement leave may be granted by the employer on production of satisfactory evidence.

24. PAID MATERNITY LEAVE

An employee is entitled to paid maternity leave not exceeding six (6) weeks on the following conditions:

- a) the employee must have completed twelve (12) months employment prior to confinement
- b) the amount of paid maternity leave cannot exceed the amount of accrued personal/carers' leave that the employee has at the time of the commencement of the maternity leave

- c) employees are not eligible for more than two (2) periods of paid maternity leave, including any periods of paid or unpaid maternity leave taken prior to this agreement.
- d) payment will be made on commencement of maternity leave.
- e) the payment will be calculated on the employees current salary and hours of work at the time of payment.

25. SUPERANNUATION

The Superannuation fund for all employees covered by this Agreement shall be the Qantas Staff Superannuation Plan.

26. REDUNDANCY AND REDUNDANCY PROVISIONS

a) Redundancy

- i. "Redundancy occurs where the Credit Union has made a decision that it no longer requires the job that the employee has been performing, performed by anyone and this is not due to the ordinary and customary turnover of employees and the decision leads to the termination of employment.
 - An employee is redundant if;
 - the Credit Union has a greater number of employees than is necessary for the performance of a particular role or function within its operations; or
 - the services of the employee cannot be effectively used because of technological or other changes in the work methods of the Credit Union or changes in the nature, extent or organisation of the functions of the Credit Union.
- ii. In order to mitigate the effects of redundancy the Credit Union will:
 - endeavour to re-deploy the employee(s), subject to a suitable position being available. Where an employee is offered a directly comparable position there will be no reduction in salary and conditions and the Credit Union will provide the employee with training appropriate to the new position;
 - take maximum advantage of normal staff turn over to minimise to number of redundancies
 - consider the possibility of full time employees converting to part time employees.
 - consider the possibility of full time employees converting to job share arrangements.

These options may be considered concurrently. In all situations where an employee has been offered re-deployment, part time employment or job share

arrangements that employee shall be given two (2) weeks to consider the offer. This period of two (2) weeks will be included in the notice period referred to in sub clause (c).

- iii. The redundancy provisions of this agreement shall not apply:
- to casual employees, temporary employees, any employees engaged for a specific time or project employees engaged on a contract or agreement
 - to an employee who has declined redeployment to a directly comparable position.
 - where employment is terminated as a consequence of conduct that justifies summary dismissal; terminations with notice, resignations or retirements, whether due to age or incapacity.

b) Early Separation

Where an employee is likely to be subject to this clause the Credit Union may provide to that employee an early separation opportunity. This option provides for:

- i. For separation to occur within fourteen (14) days of any such opportunity being made available;
- ii. For an additional payment of six (6) weeks salary over and above any other amount paid on separation (e.g. redundancy pay).

c) Separation

Where the Credit Union has determined that an employee is a redundant employee the Credit Union will give four (4) weeks notice (six (6) weeks if the employee is over forty five (45) years of age) of the date of separation and the employee shall be entitled to redundancy pay.

d) Redundancy pay

- i. An employee, with less than five (5) years service terminated in accordance with this clause shall be entitled to be paid a sum equal to three (3) weeks current salary for each completed year of continuous service, plus a pro rata payment for completed months of service since the last completed year of service.
- ii. An employee with five (5) or more years of service will be paid a sum equal to fifteen (15) weeks current salary plus and additional four (4) weeks salary for each completed year of continuous service, plus a pro rata payment for completed months of service since the last completed year of service.
- iii. The minimum sum payable will be four (4) weeks salary and the maximum will be seventy five (75) weeks salary.

- iv. An additional payment of up to four (4) weeks salary, (six (6) weeks if the employee is over forty five (45) years of age) may be payable in lieu of notice.
- v. The redundancy pay for an employee who has transferred from full time to part time employment or vice-versa will be calculated on a pro rata basis based on the actual time worked in each mode using the employees current salary
- vi. Pro rata Long Service leave will be paid to those employees with more than one (1) but less than ten (10) years of service. The payment of pro rata long service leave will be based on completed years of service and will be calculated as follows:
 - Number of completed years of service = "n"
 - Number of calendar days provided for each completed year of service = "9"
 - Number of days in year = "365"
 - Annual salary = "a"

Value of pro rata long service leave = ("n" x "y" x "a") / 365

e) Other entitlements

Redundancy pay is in excess of any other statutory entitlement to the payment of annual and long service leave.

f) Consultation

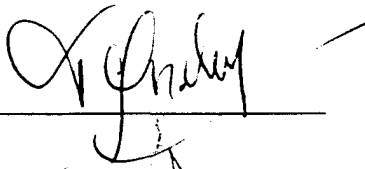
Before implementing compulsory redundancy the Credit Union will investigate, provide information on available options to and consult with the affected employee on options including but not limited to:


- Redeployment to another position and the opportunity for "Job swaps" where there is reasonable skill and location matches;
- Full time employees converting to part time;
- Full time employees converting to job share; and
- A process of expressions of interest in which a suitable number of volunteers may be found.

While the Credit Union is committed to consultation with the employees none of the foregoing limits the Credit Unions right to select appropriate candidates for redundancy within the organisation.

27. SIGNATORIES


Signed for on behalf of
Qantas Staff Credit Union Limited


Signature: 

Witness: 

Date: 9/11/04

Signed for on behalf of
Qantas Staff Credit Union Limited Employee EBA Committee

Signatures:  _____

Witness: 

Date: 9/11/04

AUSTRALIAN INDUSTRIAL RELATIONS COMMISSION

Workplace Relations Act 1996
s.170LK certification of agreement

Qantas Staff Credit Union Limited
(AG2004/8016)

QANTAS STAFF CREDIT UNION CERTIFIED AGREEMENT 2004

Airport operations

COMMISSIONER RAFFAELLI

SYDNEY, 25 NOVEMBER 2004

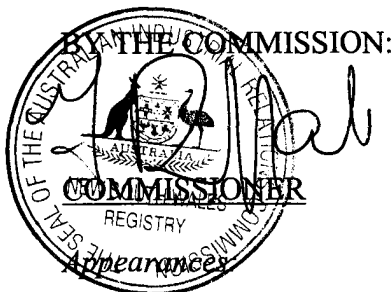
Certification of Division 2 agreement with employees.

ORDER

A. In accordance with section 170MI(1) of the *Workplace Relations Act 1996*, the Commission hereby orders that the following organisation be bound by the above agreement

1. Australian Municipal, Administrative, Clerical and Services Union

B. This order shall come into force from 24 November 2004 and shall remain in force until 30 November 2007.



N. Street for Qantas Staff Credit Union Limited.

H. Mette for Australian Municipal, Administrative, Clerical and Services Union.

Hearing details:

2004.
Sydney:
November 19.

Printed by authority of the Commonwealth Government Printer

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