

AUSTRALIAN INDUSTRIAL RELATIONS COMMISSION

Workplace Relations Act 1996
s.170LK Certification of Agreement

Rothville Credit Union Limited
(C No. 24918 of 1998)

ROTHVILLE CREDIT UNION LIMITED ENTERPRISE AGREEMENT

Various employees

Banking services

DEPUTY PRESIDENT DRAKE

SYDNEY, 19 OCTOBER 1998

Certification of Division 2 agreement with employees

PREAMBLE

This is an application pursuant to s.170LK of the *Workplace Relations Act 1996* (the Act) for certification of an agreement known as the Rothville Credit Union Limited Enterprise Agreement.

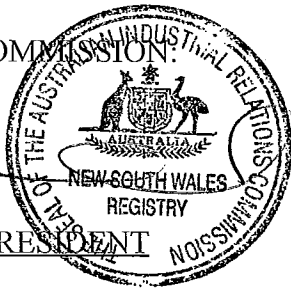
The application was heard by me in Sydney on 14 October 1998. On the basis of the Statutory Declarations filed by the employer and employees and the submissions made at the hearing, I am satisfied that the relevant requirements of the Act and the Rules have been met.

CERTIFICATION OF AGREEMENT

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

The agreement shall come into force from 14 October 1998 and shall remain in force until 1 August 2000.

BY THE COMMISSIONER



DEPUTY PRESIDENT

**Rothville Credit Union
Enterprise Bargaining Agreement**

1. Title

This agreement shall be known as the Rothville Credit Union Limited Enterprise Agreement.

2. Arrangement

1. Title
2. Arrangement
3. Parties Bound
4. Relationship to Parent Award
5. Classification Structure
6. Date and Period of Operation
7. National Standards
8. Settlement of Disputes
9. Promotions and Transfer
10. Wage Increases
11. Training
12. Performance Assessment
13. Part-Time and Casual Employment
14. Hours of Work
15. Annual Leave Loading
16. Study Leave Development
17. Payment of Salaries
18. Uniforms
19. Competency Training Certificate
20. Credit Allowance
21. Termination
22. Severance Pay

3. Parties Bound

This Agreement applies to and is binding on the Rothville Credit Union Ltd (the Credit Union), with respect to all its employees and it's employees whose terms and conditions are bound by the Credit Union Award of 1998, except for Senior Management.

4. Relationship to Parent Award

This Agreement is to be read and interpreted in conjunction with the Credit Union Award 1998 (the Award), provided that to the extent of any inconsistency between that Award and this Agreement, this agreement shall prevail.

5. Classification Structure

Clause 12 (Classification Structure) of the Award shall apply to this agreement.

6. Date and Period of Operation

This Agreement shall come into operation from the first pay period to commence on or after the date of certification by the commission until 1st August 2000.

It is proposed that a consultative committee, consisting of three employees, one Director and two staff members, commence negotiations in February, 2000 so as to have recommendations for a further agreement to employees and the Board prior to 1st May, 2000.

Provided that if a new agreement has not been reached by the expiry of the term this agreement shall continue until agreement is reached on a replacement or succeeding agreement.

7. National Standards

This Agreement satisfies the no disadvantage test, outlined in Part IV E of the Workplace Relations Act 1996, in that it does not disadvantage employees in relation to their terms and conditions of employment. That is, this Agreement does not, on balance, reduce the overall terms and conditions of employment when the Agreement is compared to the Credit Union Award 1998 and other relevant statutes.

8. Settlement of Disputes

The following procedure shall govern the settlement of grievances and claims arising out of the employment of persons under this award.

- (i) As soon as is practicable after the dispute or claim has arisen the employee concerned will take the matter up with their immediate supervisor affording them opportunity to remedy the cause of the dispute or claim.
- (ii) Where any such attempt at settlement has failed, or where the dispute or claim is of such a nature that direct discussions between the employee and their immediate supervisor would be inappropriate the matter will be taken up with the employee's manager. Should this attempt at settlement fail, the employee may notify a duly authorised representative of the union who, if they consider that there is some substance in the dispute or claim, shall forthwith take the matter up with the employer or their representative.
- (iii) If the matter is not settled it shall be submitted to the Commission which shall endeavour to resolve the issue between the parties by conciliation or arbitration.
- (iv) Without prejudice to either party, work shall continue in accordance with the award while the matters in dispute are being dealt with in accordance with this paragraph.

- (v) Notwithstanding the above, a union member may contact the union for assistance/guidance during any stage of the dispute settlement procedure.

9. Promotions and transfer

- (a) Any vacant or newly created positions within the Credit Union should be advertised to all employees.
- (b) All employees of the Credit Union should be able to apply for all vacant positions.
- (c) All applications from employees must be in writing and should be acknowledged by the Credit Union in writing.
- (d) All unsuccessful internal applicants should be advised in writing of the outcome of their application and verbally the reason/s their application was unsuccessful, if requested.
- (e) All correspondence relating to the employee's application shall be kept on the employee's personnel file.

10. Wage Increases

The following increases are payable on the actual wage rates on these dates:

- (a) 4% shall be paid on first full pay period on or after the date of verification, however will be back dated to 1st August 1998.
- (b) 2% shall be paid on first full pay period on or after 1st February 1999.

11. Training

- (a) The Credit Union recognises the benefit of training to the employee and the Credit Union.
- (b) Adequate training will be offered to all employees on the Credit Union's products and services.
- (c) An employee may apply to attend any training which is relevant to the employee's position.
- (d) Where the training takes place on a day when the employee is not normally at work then all reasonable travelling, accommodation, meals and sundry expenses shall be paid by the Credit Union.
- (e) The Credit Union is entitled to require the employee to attend one four hour training session quarterly to be held on a Saturday between the hours of 1pm and 5pm. Staff unable to avail themselves for training at the agreed time, agree to make themselves available at a mutually determined time prior to the next training session.
- (f) The Credit Union requires the employee to attend training conducted on the first Monday in each August. One day of recreation leave will be credited to each employee's leave entitlement each year and 20% leave loading shall apply to this day.

- (g) The Credit Union is further entitled to require the employee to attend one weekend training session every three years to coincide with the Credit Union's Board of Directors planning process. This session is to commence on Friday evening and conclude after lunch on Sunday.
- (h) The Credit Union will supply all transport, accommodation and meals applicable to the weekend training session.
- (i) When the employee starts or finishes training at a time when reasonable means of transport is not available, the Credit Union shall provide transport home or pay for transport in accordance with Clause 13.1 - (Travelling expenses) of the award.

12. Performance Assessment

- (a) The Credit Union will institute a mechanism to introduce a formal employee performance assessment process. The performance assessment process will be undertaken at regular intervals and will be used to assess the following key areas:

- key task performances
- general task performances
- changes in duties
- responsibility levels and remuneration
- skills maintenance/development
- quality of work
- product service knowledge
- personal organisation -adaptability to change
- career progression/development

Every effort will be made to ensure that the process is consistent throughout the Credit Union. It is recognised that it is essential for agreed job descriptions to be in place prior to the commencement of the process.

- (b) The Credit Union is committed to conduct annual performance appraisals.
- (c) The disputes procedure provisions of this Agreement shall apply should any employee wish to appeal any outcome.

13. Part-Time and Casual Employment

(i) Part-Time Employment

- (a) A Part-Time employee is one engaged to work regular days and regular hours less than 38 hours per week.
- (b) Part-Time employees may be employed between the span of hours agreed in Clause 14 of this agreement.
- (c) Part-Time employees, by mutual agreement, may have their normal weekly rostered hours varied to include engagements of up to 38 hours per week, provided that any hours worked in excess of 38 hours per week shall be paid as provided in Clause 14 of this agreement.
- (d) The Credit Union shall not in any way disadvantage a part-time employee who gives a just reason for not wanting to extend their normal rostered hours.

- (e) The Credit Union will be entitled to employ the number of part-time employees that meets the needs of the Credit Union. It is not intended as a consequence of this agreement that permanent positions be replaced with part-time positions.
- (f) All other provisions as set down in Clause 6.2 to 6.5 (Terms of Engagement) of the Award shall apply.

(ii) Casual Employment

- (a) A casual employee is an employee who is engaged as such.
- (b) The Credit Union may employ any number of casual employees to meet the short term operational requirements of the Credit Union.
- (c) Casual employees, by mutual agreement, may be employed up to 38 hours per week - provided that any hours worked in excess of 38 hours per week shall be paid as provided in Clause 14 of this agreement.
- (d) All other provisions as set down in Clause 6.6 (Terms of Engagement) of the Award shall apply.

14. Hours of Work

(a) Ordinary Hours

Ordinary Hours for full time employees will be one hundred and fifty two (152) hours per four (4) week cycle exclusive of meal breaks and will be subject to the following limits:

- no more than 12 hours per day
- no more than 48 hours per week
- no more than 80 hours per fortnight
- no more than 152 hours per four (4) week cycle

The hours of work of the Credit Union will be as follows:

6am - 10pm Monday to Friday in addition to 8am to 5pm Saturday.

(b) Overtime

Overtime will apply for all time worked as directed and approved;

- in excess of an employee's ordinary rostered hours
- in excess of ordinary hours per day, or per week, or per fortnight
- outside the ordinary spread of hours
- in excess of 152 hours per four (4) week cycle

Overtime for weekdays will be paid at the rate of time and one half for the first three hours in any day and double time thereafter.

Any overtime worked on a Saturday shall be paid at the rate of time and one half provided any time worked shall be greater than three (3) hours. Should the engagement be for a shorter period than three hours the rate shall be double ordinary time rates.

By mutual agreement overtime may be taken as time off in lieu at the overtime rate provided that the employee requesting time off specifies to the employer the pay period in which the time is to be taken and further that any accumulated time must be taken within eight (8) weeks from the time of actual accrual.

All other provisions of Clause 9 - Overtime of the Award are to apply.

(d) Consultation as to Hours of Work

Management and employees will work together to arrange the hours of work to meet the Credit Union's needs and operational requirements and equally to meet personal preferences and family responsibilities of individual employees.

The following steps will be undertaken in consulting employees about working hours:

1. Management (in consultation with employees) will establish and document business requirements of the Credit Union, work area or department. This will be done by determining the required level of staffing to meet the operational needs of the Credit Union.
2. These requirements are to be written and circulated to all affected employees who will determine their preferred working hours on the basis of that document. Agreement will be reached amongst employees on the days to be worked, the hours to be worked (including the start and finishing times) and the amount of flexibility in working hours for each employee. Working hour arrangements will be freely agreed between each employee and their manager, following full and open discussions on the needs of each party. There shall be no coercion in agreeing such arrangements. Employee's individual requirements and preferences are to be taken into account.
3. The Credit Union may engage part-time or casual employees to cover work past 7.00pm Monday to Friday or on Saturday.
4. A monthly written roster will be distributed.
5. Any changes to the roster will be by agreement
6. Where, as the result of the process outlined at point 2, an employee is rostered to start or finish work at a time when reasonable means of transport is not available, the Credit Union shall provide transport home or pay for transport in accordance with Clause 13.1 - Travelling Expenses of the Award.
7. (a) Each roster shall include two breaks of at least two consecutive days in any fortnightly period. An employee, at his or her option, may request a variation to this requirement subject to the provision of sub clause (a).
(b) Employees from the Merrylands office, engaged to work between the hours of 5.00pm and 7.30pm Thursday and 8.00am and 12.30pm Saturday in addition to their normal weekly hours will be rostered off on the Friday and Saturday of each alternative week.
8. Where disagreement occurs over hours of work, an employee shall have access to the disputes procedure.

15. Annual Leave Loading

The Credit Union agrees to pay 20% annual leave loading annually for twenty (20) days of the employee's annual salary rate and in addition 20% loading for all additional days agreed to be added to the employee's annual leave entitlement for attendance at designated training day(s). Annual Leave Loading will be paid on the anniversary of the employee's commencement with the Credit Union.

16. Study Leave Development

The Credit Union encourages all staff to undertake courses and attend conferences which assist in the development of new and existing skills and career developments.

Paid study leave will be available to staff on application for approved courses. The amount of study leave available will be for up to 4 hours per week to attend lectures. In addition an employee may be granted paid study leave of up to 1 day immediately preceding an examination and 4 hours to attend the examination.

The Credit Union will reimburse employees the costs associated with the purchase of books, registration fees, course and other associated costs to a maximum of \$500.00 per annum per employee.

17. Payment of Salaries

Payment of Salaries and other allowances/entitlements will be made on the Thursday of each fortnight from the date of this agreement. Each payment will include the Thursday and Friday and Saturday where applicable and represents the current week's salary and one week's salary in advance.

Employees proceeding on annual leave may request payment in advance for the days of leave being taken.

18. Uniforms

Uniforms are supplied to employees of Rothville and so as to ensure ongoing availability, one new piece shall be provided each year to each employee.

19. Competency Training Certificate

The Credit Union encourages its employees to attain competency based training certification.

20. Credit Allowance

Each employee will receive an additional credit allowance of \$6.00 each, monthly, on his/her prime individual account or joint account with his/her partner if he or she does not have an individual account, against transaction costs.

This is not cumulative and shall not be paid if not used on the account each month.

21. Termination

Clauses 17.1 and 17.2 of the award shall apply as regards Notice of Termination.

22. Severance Pay

In addition to the period of notice prescribed for ordinary termination in subparagraph 17.1.1 of the Award, an employee whose employment is terminated when the job he/she has been doing is no longer relevant to the needs of the Credit Union or in the event that the Credit Union is liquidated for the purpose of a transfer of engagements or merger, the employee shall be entitled to the following amount of severance pay in respect of a continuous period of service

PERIOD OF CONTINUOUS SERVICE	SEVERANCE PAY
Less than 1 year	Nil
More than 1 but less than 2 years	4 weeks pay
More than 2 but less than 3 years	6 weeks pay
More than 3 but less than 4 years	7 weeks pay
More than 4 but less than 5 years	8 weeks pay
More than 5 years	8 weeks pay plus 1 week for every completed year of service over 4 years

Provided however, that in the event of a transfer of engagements or merger, should the employee be offered employment with any other concern or undertaking resulting from such transfer or merger on Terms and Conditions not less favourable than the terms of this agreement then the employee shall have no claim against the Credit Union.

Calculation of Service in relation to severance pay shall be taken to cover the total period of full time or part time employment with the Credit Union from the date of commencing duties to the date of termination of employment.

For this calculation clause 6.7 (b) of the Award is exempt, excepting where such exemption would reduce the benefit below that included in the award.

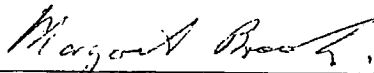
The "weeks pay" for employees means the ordinary time rate of pay for the employee concerned and for part time employees "weeks pay" means the average weekly pay

received over the preceding four weeks, and shall be calculated on the cash component of the employees benefits only.

Provided that the severance payments shall not exceed the amount which the employee would have earned if employment with the Employer had proceeded to the employees normal retirement date.

Signed at Merrylands on 10th September 1998

Signed for and on behalf of
Rothville Credit Union Limited


M.E. BROOKS
GENERAL MANAGER

Signed by the Employees of
Rothville Credit Union Limited

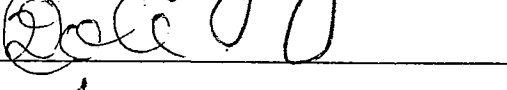
Betty McKenzie



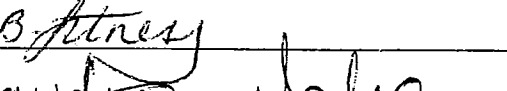
Dora Georgiou



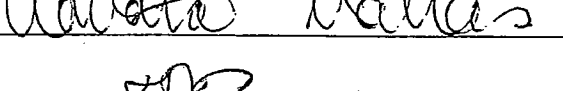
Danni Cole



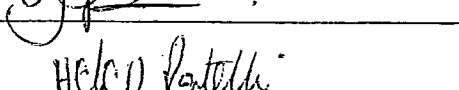
Belinda Fitness



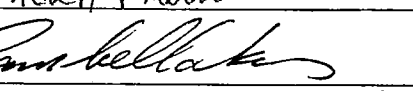
Claudia Nahas



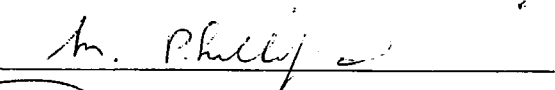
Joanne Thompson



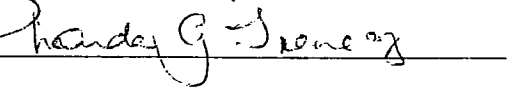
Helen Portelli



Katherine Zambellakis



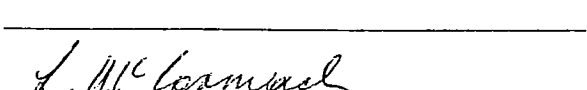
Maureen Phillips



Rhonda Trenear

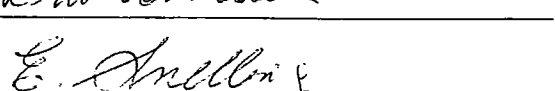


Leeanne Gooch



Margaret Cadwallen

Lana McCormack



Elaine Snelling

