

AUSTRALIAN INDUSTRIAL RELATIONS COMMISSION

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

Select Australasia Pty Limited
(AG2004/1378)

SELECT BANK TEMPORARY STAFF AGREEMENT 2003

Banking services

VICE PRESIDENT LAWLER

SYDNEY, 13 JANUARY 2004

CERTIFICATION OF AGREEMENT

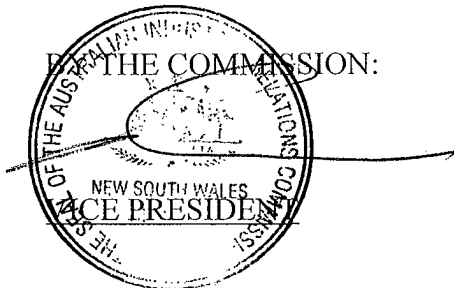
On the basis of the undertaking given by Select Australasia Pty Limited pursuant to s.170LV of the *Workplace Relations Act 1996* (“**the Act**”) as follows:

1. Select Australasia Pty Limited undertakes that it will increase the rates of pay payable under the *Select Bank Temporary Staff Agreement 2003* (“the Agreement”) at the time that rates of pay are increased under the *Casual Offices (ADECCO) Award 2001* where such increase occurs before the time for an increase as provided for under clause 8.3 of the Agreement;
2. Select Australasia Pty Limited undertakes that it will consent to the Australian Industrial Relations Commission arbitrating any dispute referred to the Commission pursuant to clause 16 of the Agreement if the dispute cannot be settled by conciliation;
3. Select Australasia Pty Limited undertakes that it will not engage any employees in the classification “SBC1” or the classification “SBC2” other than employees who are to perform work as temporary staff in the Commonwealth Bank of Australia or some other bank; and
4. Select Australasia Pty Limited undertakes to provide a copy of these undertakings to existing employees in the classification “SBC1” or the classification “SBC2” and any new employee employed in the classification “SBC1” or the classification “SBC2”,

and in accordance with s.170LT of the Act, the Commission hereby certifies the attached written agreement.

This agreement shall come into force from 13 January 2004 and shall remain in force until 12 January 2007.

BY THE COMMISSION:



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AUSTRALIAN INDUSTRIAL RELATIONS COMMISSION

Workplace Relations Act 1996

Select Australasia Pty. Limited

and

The Employees

SELECT BANK TEMPORARY STAFF AGREEMENT 2003

1. AGREEMENT TITLE

This agreement shall be referred to as the Select Bank Temporary Staff Agreement 2003.

2. ARRANGEMENT

The agreement shall be arranged as follows:

1. Agreement title
2. Arrangement
3. Definitions
4. Scope and parties bound
5. Date the Agreement Starts
6. Classifications
7. Hours of Work
8. Wage Rates
9. Payment of Wages
10. Payment for Training
11. Superannuation
12. Meal breaks
13. Tea breaks
14. Rest periods
15. Leave
16. Dispute Settlement procedure
17. Anti-Discrimination

3. DEFINITIONS

3.1 "SBC1" means a person employed by Select Australasia Pty. Limited on a casual basis in the classification of SBC1 to perform Back-Office Functions in any location where bank Back-Office Functions are performed.

3.2 "SBC2" means a person employed by Select Australasia Pty. Limited on a casual basis in the classification of SBC2 to perform:

- Bank Telling Functions ; and/or
- Supervision of SBC1s in any locations where bank work is performed

- 3.3** “**SBC Rate**” means the minimum rate of pay for SBCs prescribed in clause 8.1 of this agreement.
- 3.4** “**Select**” means Select Australasia Pty. Limited.
- 3.5** “**Select Bank Casual**” or “**SBC**” means a person who is employed by Select as a casual in the classification of either SBC1 or SBC2, and whose rate of pay is loaded in lieu of the ordinary benefits of permanent employment, including annual leave and loading, sick leave, long service leave, any other entitlements etc. Casual employees, working under this Agreement, understand and accept that they may work as casuals for an indefinite period, whether in a regular pattern of work or otherwise, without any requirement that they become permanent employees, nor is there any expectation, or right that they will receive the benefits of permanent time employment.
- 3.6** “**AIRC**” means Australian Industrial Relations Commission.
- 3.7** “**Back-Office Functions**” means any one or more of the duties specified in clause 6.3.
- 3.8** “**Bank Telling Functions**” means any one or more of the duties specified in clause 6.1.
- 3.9** “**Supervision**” means the allocation of work tasks to individuals, the checking of work progress and the correction of errors. Supervision shall also include the resolution of operational problems for SBC1s, co-ordinating work flow within a section or unit and assisting and advising staff who are under routine supervision.
- 3.10** “**Public Holiday**” means the following days:
- 3.10.1** New Years Day, Good Friday, Easter Saturday, Easter Monday, Christmas Day, and Boxing Day; and
- 3.10.2** the following days, as prescribed in the relevant States, Territories and localities:
- Australia Day;
 - Anzac Day;
 - Queens Birthday;
 - Eight Hours Day or Labour Day; and
 - (a) In Tasmania, Easter Bank Holiday;
 - (b) In Queensland, Brisbane Royal National Show (or Exhibition Day);
 - (c) In South Australia, Adelaide Cup Day;
 - (d) In Victoria, Melbourne Cup Day;
 - (e) In Western Australia, Foundation Day;
 - (f) In New South Wales, August Bank Holiday;
 - (g) In the Australian capital Territory, August Bank Holiday;
 - (h) In the Northern Territory, Picnic Day.
- 3.10.3** Where in a State, Territory or locality, a day is declared or prescribed as a public holiday in substitution for any of the days in 3.10.1 or 3.10.2, such day will be the holiday for the purposes of this Agreement instead of the day specified.
- 3.10.4** Where in a State, Territory or locality, public or bank holidays are declared or prescribed on days other than those set out above, those days will constitute additional holidays for the purpose of this Agreement.

- 3.11.5** Select, with agreement of a majority of their employees may substitute another day for any prescribed in this clause.

4. SCOPE AND PARTIES BOUND

4.1 This agreement binds:

4.1.1 Select in respect of SBCs.

4.1.2 Employees of Select classified as SBC's according to 3.1 and 3.2

5. DATE THE AGREEMENT STARTS

This agreement shall come into operation on the date of certification, and remain in force for two years.

6. CLASSIFICATIONS

6.1 Bank Telling Functions shall consist of substantially the following duties, and related or similar telling duties of the same complexity and work value:

6.1.1 cash handling and cash control;

6.1.2 transaction processing;

6.1.3 identifying and referring sales and service opportunities to other Bank staff;

6.1.4 balancing cash and completing teller summary, and assisting in finding discrepancies;

6.1.5 assisting new tellers with 'on the job' training;

6.1.6 supporting other tellers.

6.2 Back-Office Functions shall consist of substantially the following duties, and related or similar clerical and administrative office tasks of the same complexity and work value to be performed within established routines, methods and procedures and with routine supervision:

6.2.1 operating telephone/intercom systems, telephone answering machines, facsimile machines, photocopiers, franking machines, guillotines and other bank specific equipment.

6.2.2 operating adding machines, switchboards, paging systems, telex machines, typewriters and calculators.

6.2.3 receiving, sorting, opening, distributing incoming mail, processing outgoing mail, receiving incoming and dispatching outgoing courier mail, delivering messages and documents to appropriate persons/locations.

6.2.4 preparing and collating documents.

- 6.2.5 sorting and filing documents/records accurately in correct location/sequence using an established paper based filing system.
- 6.2.6 acquiring and applying a working knowledge of office procedures and requirements.
- 6.2.7 using knowledge of keyboard and function keys to enter and retrieve data through computer terminals.
- 6.2.8 maintaining mail registers and records.
- 6.2.9 maintaining established paper-based filing/records systems in accordance with set procedures, including creating and indexing new files, distributing files within the organisation as requested, monitoring file locations.
- 6.2.10 transcribing information into records, completing forms, taking telephone messages.
- 6.2.11 providing practical guidance and assistance to other employees in relation to the learning 'on the job' of routine Back-Office Functions.
- 6.2.12 acquiring and applying a working knowledge of routine office or sectional operating procedures and requirements.
- 6.2.13 acquiring and applying a working knowledge of the organisation's structures and personnel at the workplace location in order to deal with routine inquiries at first instance, to locate appropriate staff in different sections, to relay internal information, to respond to or redirect inquiries, and to greet visitors.
- 6.2.14 sorting, processing and recording original source financial documents (e.g. invoices, cheques, correspondence) on a daily basis; maintaining and recording petty cash, preparing bank deposits and withdrawals and doing banking.

7. HOURS OF WORK

- 7.1 Ordinary hours of work shall be within the span of 8am to 8pm Monday to Friday.
- 7.2 An SBC may agree with Select to work ordinary hours within the span of 6am to 12 midnight Monday to Friday.
- 7.3 Other than as specified in clauses 7.4 and 7.5, an SBC shall be paid for all ordinary hours worked at the rate specified in clause 8.1.
- 7.4 All hours worked by an SBC beyond 38 hours in any week or 10 hours per day shall be paid at 150% of the rate specified in 8.1 for the first three hours and 200% thereafter, unless 7.5 applies. (That is, one of 7.4 or 7.5 applies but not both).
- 7.5 An SBC who works on a weekend or a public holiday shall be paid at the following rates:
 - 7.5.1 Saturdays: 150% of the rate specified in clause 8.1; or
 - 7.5.2 Sundays, or public holidays: 175% of the rate specified in clause 8.1.

7.6 The minimum payment which an SBC shall receive for work on any one day is four hours' pay at the rate specified in 8.1.

8. WAGE RATES

8.1 The minimum rate of pay for SBCs employed under this agreement shall be:

Classification	SBC Minimum Hourly Rate
SBC1	\$15.90
SBC2	\$16.60

8.2 The SBC hourly rates in Clause 8.1 include a 25% casual loading.

8.3 On the first anniversary of the certification of this Agreement, the rates of pay in Clause 8.1 will be varied by the hourly equivalent of the most recent *Safety Net Review* decision handed down prior to the anniversary of the certification of this Agreement.

9. PAYMENT OF WAGES

9.1 Wages shall be paid on a weekly basis and will be credited to an account nominated by the employee.

9.2 An SBC is required to provide written authority in respect of any deductions required to be made from his/her wage.

10. PAYMENT FOR TRAINING

SBCs shall be paid the rate of pay in clause 8.1 for any period of training required by Select or the bank in which the SBC is working.

11. SUPERANNUATION

Select shall make superannuation contributions in accordance with the Federal Superannuation Guarantee legislation.

12. MEAL BREAKS

12.1 SBCs may take an unpaid meal break of 45 minutes duration provided they are engaged for five hours or more.

12.2 Where an SBC is engaged for less than five hours, an unpaid meal break may be taken at a time mutually agreed between the SBC and Select.

13. TEA BREAKS

An SBC may take one paid tea break of ten minutes duration when more than three hours is worked and two tea breaks when five hours or more is worked. Tea breaks will be taken at times agreed between the employee and Select.

14. REST PERIODS

14.1 An SBC shall receive at least ten consecutive hours off between finishing duty and recommencing duty.

14.2 An SBC who does not have ten consecutive hours' break prior to commencing duty shall be paid at 200% of the SBC Rate for all hours worked from commencement of duty until released from duty for at least ten consecutive hours. The SBC will not lose pay for ordinary working time that falls during any such break.

15. LEAVE

15.2.1 The casual loading in 8.2 is in lieu of annual leave, sick leave, public holidays, bereavement leave, carer's leave, parental leave, jury service and other like forms of leave.

15.2.2 An SBC shall not be removed from Select placement register, or otherwise disadvantaged in his or her employment prospects with Select under this agreement because the SBC:

- (a) is pregnant;
- (b) gives birth or adopts an infant; or
- (c) is unavailable for work with Select under this agreement due to responsibilities as primary care giver for an infant during the first year of the infant's life.

Otherwise, the rights of Select in relation to the engagement and re-engagement of SBC's are not affected.

16. DISPUTE SETTLEMENT PROCEDURE

16.1 Object

Disputes arising under this agreement will be dealt with in accordance with the procedures set out in this clause.

16.2 Procedures

16.2.1 Any dispute will be first raised and discussed between the employee and his/her Select Consultant.

16.2.2 If the dispute is not resolved under 16.2.1, then it will be referred to and discussed by the employee and/or his or her nominated representative, and a Select National Manager - Employee Relations or his/her representative.

16.2.3 If the dispute remains unresolved under 16.2.2 within a reasonable time it may be referred to the AIRC by either party for conciliation.

16.2.4 While the parties attempt to resolve a matter which is or may become in dispute, work will continue as normal, except where there is a bona fide issue of health and safety involved.

An employee may nominate a representative, for assistance, representation and/or guidance at any stage of the dispute settlement procedure.

17. ANTI-DISCRIMINATION

17.1 It is the intention of the respondents to this agreement to achieve the principal object in s.3(j) of the *Workplace Relations Act 1996* through respecting and valuing the diversity of the work force by helping to prevent and eliminate discrimination on the basis of race, colour, sex, sexual preference, age, physical or mental disability, marital status, family responsibilities, pregnancy, religion, political opinion, national extraction or social origin.

17.2 Accordingly, in fulfilling their obligations under the dispute avoidance and settling clause, the respondents must make every endeavour to ensure that neither the agreement provisions nor their operation are directly or indirectly discriminatory in their effects.

17.3 Nothing in this clause is taken to affect:

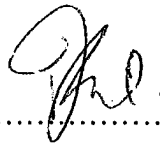
17.3.1 any different treatment (or treatment having different effects) which is specifically exempted under the Commonwealth anti-discrimination legislation;

17.3.2 junior rates of pay;

17.3.3 an employee, employer or registered organisation, pursuing matters of discrimination in any State or federal jurisdiction, including by application to the Human Rights and Equal Opportunity Commission;

17.3.4 the exemptions in s.170CK(3) and (4) of the Act.

SIGNED on behalf)
of the Company)
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19/12/2003
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Date