

## **1. TITLE**

This Agreement shall be known as the Finance Sector Union/Select Credit Union Limited Enterprise Agreement 2008 - 2011. (This EBA was certified by the AIRC on 16 January 2009 and remains in force to 15 January 2012.)

## **2. ARRANGEMENT**

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### **3. SCOPE, APPLICATION AND PARTIES BOUND**

This agreement is binding on Select Credit Union Ltd and its subsidiaries, and any successor organisation in respect to all employees, and the Finance Sector Union and its members.

### **4. RELATIONSHIP TO THE AWARD**

This Agreement shall be read in conjunction with the Credit Union Award 1998, or its successors. Where there is any inconsistency between this Agreement and this Award, the Agreement shall apply.

### **5. SAVINGS CLAUSE**

- 5.1 No employee will be disadvantaged by the implementation of this Agreement, in respect of either the Credit Union Award 1998 or salaries and the terms and conditions of employment in effect at the time of certification of this Agreement.
- 5.2 This Agreement shall incorporate all the terms and provisions of the Credit Union Award 1998 as at the time of the certification of this Agreement.
- 5.3 Terms and/or provisions of the Award which, through legislative change, are removed from the Award will be taken to be terms of this Agreement and will be enforceable as such.
- 5.3 In the event of inconsistency between Award provisions incorporated into this Agreement and the Agreement's specific terms, the Agreement's specific terms will apply to the extent of that inconsistency

### **6. PERIOD OF OPERATION**

This agreement shall come into operation from the date of certification and shall continue for a period of 36 months.

### **7. NO EXTRA CLAIMS**

It is agreed by the parties to this agreement that no extra claims for wage/salary increases will be made for the term of this Agreement.

## **8. STAFF CONSULTATIVE COMMITTEE**

A Staff Consultative Committee (SCC) shall be established to overview the implementation of the Agreement and identify proposals for consideration in future agreements.

This Committee shall include two employees who are FSU members and reflect the establishment of the Enterprise Bargaining Committee for this Agreement.

The Credit Union will afford the SCC such resources as may be reasonable and necessary for performance of its work. All work performed by a member of the Committee will be considered work time and all SCC members will be reimbursed for the costs arising out of their participation on the Committee.

If any FSU member is no longer able to participate in that forum, a new representative will be appointed by the Union.

## **9. ANTI-DISCRIMINATION**

The parties agree to actively oppose all forms of discrimination in the workplace.

The parties commit themselves to eliminating discrimination on the basis of gender, religion, age, race, ethnicity, colour, sexual preference, political affiliation, belief or activity, physical impediment or any other grounds which may be established in legislation.

## **10. SALARIES AND ALLOWANCES**

Employees shall receive an increase of 4.5% in their actual salary from the date of certification of this Agreement, backdated to the first pay period on or after 1 July 2008. Further increases of 4.0% are to be paid in the first pay period on or after 1st July 2009 and 1<sup>st</sup> July 2010.

Should the Consumer Price Index figure (as published by the Australian Bureau of Statistics for Capital Cities - Sydney) be greater than 4.0% in the March quarter for each year of this Agreement, then Board of Directors of Select Credit Union will review the salary increase.

These increases will not apply to those employed on a salary package with fixed superannuation payments.

Total remuneration package includes; salary taken in the form of cash, provision of a motor vehicle, superannuation and other staff benefits.

## **11. HIGHER GRADE PAY**

There will be occasions when the Credit Union will wish to appoint an employee to a higher grade position for relief purposes whose competencies and qualifications are not equivalent to those of the person currently occupying the position. The appointment is to be made for the purposes of either training in the skills of the position and/or for self development.

An assessment of the skills/competencies and qualifications of the employee required to act in the higher grade position will be undertaken by the employee's Manager prior to the appointment. This assessment will include a comparison of the difference in the requirements as per the Statement of Duties the employee currently does, and the statement of Duties as per the higher graded position. This assessment will determine the amount of the higher grade salary that is to be applicable for the relief period.

Appointments made under this clause will be paid for all time worked in the higher grade position.

All other provisions relating to higher grade pay are to be as Clause 11.2 of the Credit Union Award 1998.

## **12. SPAN OF HOURS/OVERTIME**

- a. A full time employee is an employee who works 73.32 hours over a two week cycle.
- b. An employee's hours of work will be mutually agreed between the employee and the Credit Union, and recorded in writing.
- c. Overtime rates will be paid for work performed in excess of 73.32 hours in a two week cycle or excess of 10 hours in any one day. To assist in calculating overtime payments in each two week cycle, all hours worked in excess of 7 hours 20 minutes per day will be recorded on a daily basis.
- d. Working arrangements that vary from employees' current hours will be freely and mutually agreed between each employee and their manager, following full and open, non-coercive discussion on the needs of each. These discussions will take into account the personal, family (including child care), transport arrangements and financial needs of the employee and the business needs of the Credit Union.
- e. No employee shall work more than 10 days in each fortnight.
- f. Employees may by mutual agreement work up to 10 hours on any given day as ordinary time.
- g. An employee who is rostered for ordinary hours on Saturday shall be paid a loading of 50% for that time.
- h. It may be necessary to transfer employees who elect not to work ordinary hours on Saturdays to a workplace within reasonable commuting distance. These employees will suffer no detriment in their career or employment conditions.
- i. Branch opening hours will be 9:00am to 4:30pm, staff may choose 30 minute lunch breaks.

## **13. SUPERANNUATION**

All employees will have the right to choose to remain with the CUE Super Plan or to join FinSuper for all Superannuation Guarantee Charge contributions and additional employee contributions made over and above the SGC requirements.

In the event that an employee does not exercise their choice between the 2 specified funds, the Credit Union will utilise the CUE Super Plan as the default fund.

## **14. LEAVE**

### **14.1 Personal Sick/Carer's Leave**

An employee who is absent from work on account of personal sick/carer's leave, shall be entitled to leave of absence without deduction of pay subject to the following conditions and limitations :

- (a) They shall endeavour to advise the Credit Union of their absence from duty as near as possible to but no later than one hour after their normal commencement time of their inability to attend for duty and state the estimated duration of the absence;
- (b) They shall prove to the satisfaction of the Credit Union by the production of a medical certificate or statutory declaration that they were unable to attend for duty on the day/s for which sick/carer's leave is claimed. Production of evidence will not be required in respect of any three (3) single day absences in any one year.

Employees claiming sick/carer's leave on the day before or day after a public holiday shall provide proof of illness or injury if requested by the Credit Union.

Each employee is entitled to the following amount of personal sick leave per annum:

- 8 days plus 2 days per occasion bereavement leave in the first year of employment; and
- 10 days plus 2 days per occasion bereavement leave in the second and subsequent years.

Any unused entitlement is to accumulate on a yearly basis up to a maximum of 52 weeks.

Each employee is entitled to use up to 5 days of their personal sick leave entitlements as carer's or bereavement leave not covered under Clause 10.6 of the Credit Union Award 1998, in each year of employment. Carer's leave not taken in any one year will not accumulate.

All other provisions relating to Personal/Carer's Leave are to be as Clause 10.6 of the Credit Union Award 1998.

### **14.2 Credit Union Picnic Day**

All employees shall be entitled to take the Credit Union Picnic Day holiday between July and December each year.

The Picnic Day holiday is non-cumulative, and therefore must be taken in the year it falls due.

#### **14.3 Christmas Shopping Leave**

All employees shall be entitled to a half day's paid Christmas Shopping Leave, to be taken at a mutually agreed time during November or December of each year. Branches may close at 12:00pm on Christmas Eve and this half day will be considered the branch staff member's Christmas Shopping Leave.

#### **14.4 Christmas/New Year**

Employees who volunteer to work on the trading days between Christmas Day and New Year's Day will be entitled to an additional days' paid leave, to be taken at a mutually agreed time.

### **15. PROBATIONARY PERIOD**

The Credit Union will initially employ new employees on a probationary basis of up to three months following the commencement of their employment.

During the probationary period accumulative sick leave or annual leave are not to be paid until probationary period is complete. On completion of probationary period, sick leave and annual leave will be back dated and paid from commencement date.

A review of the employee's employment performance will be undertaken during this first three months of employment with the object of enabling the Credit Union to assess whether the employee is likely to be a satisfactory appointment to the permanent staff.

If the Credit Union concludes that the employee is unlikely to be satisfactory, it will give the employee an opportunity to respond to such concerns as the Credit Union may have and after consideration the employer may:

- (a) Confirm the appointment of the employee to the permanent staff; or
- (b) Extend the probationary period for such further period as the Credit Union considers necessary to enable a further assessment to be made but not exceeding a further three months; or
- (c) Terminate the employment immediately; or
- (d) Terminate the employment on giving the employee such notice as the Credit Union may in the circumstances decide.

### **16. STAFF TRANSFERS**

- (a) Permanent Transfers between Credit Union Work Sites

Managers and Department Heads are responsible for encouraging employees to self nominate for advertised vacancies, support the transfer of employees through the transfer process.

Employees are responsible for the direction and development of their career, applying for and negotiating with Management regarding necessary transfers.

Should there be no suitable applicants or its is impractical to advertise the position, Management will select an employee to transfer. Selection will be based on the following criteria:

- Past experience and performance of the employee
- Expressed career path preferences of the employee
- Requirements of the position and the assessed abilities of the intended transferee to handle those requirements
- The opportunity to use, broaden or develop specific skills/competencies
- If the branch/department which the staff member works at is relocated or ceases to exist.

Management will negotiate with particular employees identified suitable for a transfer. During this consultative process every effort will be made to reach a mutually agreed decision. However, if all reasonable and practical alternatives have been discussed with the employee and there is no alternative but to transfer the employee, the transfer will happen at expiration of four weeks notice. Any transfer will be within reasonable commuting distance.

(b) Temporary transfer

To assist employees in the multi skilling and career path development the Credit Union may temporarily transfer staff to other branches/departments within the Credit Union's branch network for periods of up to three months. Any temporary transfer will be within reasonable commuting distance and any additional transfer costs incurred will be reimbursed

(c) If any employee feels that any direction to transfer is unreasonable they may pursue their grievance through the dispute resolution procedure at Clause 25 in this Agreement.

## **17. LONG SERVICE LEAVE**

All employees are entitled to Long Service Leave as per the following formula :

1. Employees engaged prior to 1/7/90:
  - 13 weeks leave after the completion of 10 years continuous service
  - 21.5 weeks leave after the completion of 15 years continuous service
  - 35 weeks leave after the completion of 20 years continuous service; and
  - 13 weeks leave after the completion of every additional five years of continuous service.
2. Employees engaged after 1/7/90:

- 2 months leave after the completion of 10 years continuous service
- a further one month in respect of each five years of continuous service after the employee became entitled to Long Service Leave

An employee, after qualifying for Long Service Leave, on application for the leave may indicate to the Credit Union their preferred choice as to how the entitlement may be taken from one of the following options:

- (a) take 50% of the leave entitlement and be paid a loading of 100% of the time taken.
  - (b) take the full entitlement and receive their ordinary rate of pay for the period taken.
  - (c) cash out part or all of their entitlement providing the minimum period to be cashed out is one month.
3. Current permanent employees with between five (5) and ten (10) years service with the credit union are eligible for pro rata Long Service Leave should their employment be terminated for any of the following reasons – retrenchment, resignation or the death of the employee.

Any employee engaged after the date of this agreement and who has less than ten (10) years service with the credit union and are terminated for any of the above reasons will not be eligible for pro rata Long Service Leave.

Long Service Leave may be taken as soon as practicable after the employee becomes eligible to the leave having regards to the operational needs of the Credit Union.

Excepting in extraordinary circumstances an employee will give three months notice in writing when applying for Long Service Leave. The minimum period of Long Service Leave that may be applied for is two weeks except if application is being made for option (c).

## **18. TRAINING AND COMMUNICATION**

Select Credit Union recognises the benefit of training to the employee and the Credit Union, and will offer adequate training to all employees on the Credit Union's products and services.

An employee may apply to attend any training which is relevant to the employee's position in the Credit Union.

Select Credit Union is entitled to require employees to attend fourteen (14) hours of after hours training per annum. Sixty (60) days notice of the requirement to attend training will be given.

Employees who attend training outside of their normal hours will have the choice of being paid overtime rates for the time spent in training, or taking time in lieu of the



overtime payment. Time in lieu is accrued at the rate of 1 hours overtime equalling 1 hour time in lieu, and must be taken within two months of the training, at a time agreed to between the employee and their supervisor.

All reasonable travelling, accommodation, meals and sundry expenses shall be paid by the Credit Union.

Where an 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 Sub Clause 13.1 of the Award.

## **19. JOB SHARE**

Job sharing is an arrangement where two 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 share partners.

Employees who choose to job share will continue to participate in employee development programs such as performance appraisals, pay for performance and career development activities.

### Access to Job Sharing

1. Select Credit Union Ltd must approve in writing any application by employees interested in job sharing.
2. Select Credit Union Ltd will have sole discretionary authority to approve such an arrangement.
3. Select Credit Union Ltd will co-ordinate employees' requests in relation to job sharing.

The procedures for the selection of the job to be shared, and policy relating to hours of work, overtime, salary conditions are as per the Credit Union's Policy & Procedures Manual.

## **20. CORPORATE UNIFORM**

Issues relating to corporate uniform will be as the per the Select Credit Union corporate wardrobe and uniform policy.

## **21. PERFORMANCE APPRAISALS**

Select Credit Union is committed to an ongoing process of performance planning and review.

All employees will receive a performance appraisal every twelve months based on agreed objectives. Objectives should be agreed at the beginning of the period under review. This process will provide a formal opportunity for the managers/supervisors and employees to review performance and identify development needs. The appraisal

process should not limit regular feedback for performance improvement or to reassess objectives.

The Credit Union will institute a mechanism during the term of the agreement to review its current performance assessment process and the timing of reviews. The performance review process will be used to assess the following key areas:

- Key task performance
- General Task performance
- Responsibility levels and remuneration
- Salary progression and structure
- Skills maintenance and development
- Products service knowledge
- Personal organisation
- Quality of work
- Adaptability to change
- Career progression/development

## **22. RIGHT OF ENTRY**

- a. An Officer of the FSU holding a permit as described in Part 15 of the *Workplace Relations Act 1996*, may enter the Credit Union's premises at any time during working hours, on the giving of twenty four hours notice, except in exceptional circumstances, for the following purposes:
- to investigate a suspected breach of the Act, the Award or this Agreement;
  - interview any employee who is either an FSU member or is eligible to be a member of the FSU.
- b. The FSU Employee or Office Bearer:
- Will not hinder or obstruct an employee's work during working hours;
  - Must produce their permit on request from the Credit Union;
  - Shall confer with the Credit Union's senior Management prior to such visits, to minimise disruption to the Credit Union;
  - Shall ensure confidentiality for all information.

## **23. TRADE UNION TRAINING LEAVE**

- a. Provided the timing is convenient, the Credit Union will grant up to twenty (20) days paid leave in total a year for accredited FSU representatives for the purpose of attending trade union training courses endorsed by the FSU. No single employee will receive more than five (5) days leave in any twelve (12) month period.
- b. An application for the granting of trade union training leave must be made to the Credit Union in writing, including the proposed training dates, the nature, content and duration of courses to be attended and the names of the proposed participants, 4 weeks prior to the commencement of training.
- c. The employee will give his/her manager or supervisor reasonable notice of his/her intention to take this leave.

## **24. FSU REPRESENTATIVES**

The FSU Branch Secretary will advise the Credit Union in writing of the appointment of one or more members appointed to act as FSU Representative in the Credit Union workplaces.

An FSU Representative will be allowed time during work hours to perform the following tasks:

- Recruitment of FSU members
- Discussions with other FSU members on matters relating to their terms of employment
- Discussion of other matters with FSU officers.
- Receiving instructions from the FSU about performance of FSU duties

At all times, the Representative will ensure that there is no disruption or hindrance to an employee/member's work being performed, including his/her own work.

Appointment as an FSU Representative remains in force while the employee is employed at the workplace, unless the authority is rescinded by the FSU.

## **25. DISPUTE SETTLEMENT PROCEDURE**

- (a) The following procedures shall cover the settlement of grievances and claims (including termination of employment) arising out of the employment of persons under this Agreement:
- I. As soon as is practicable after the dispute or claim has arisen, the employee concerned will take up with his/her immediate supervisor affording him/her 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 his/her immediate supervisor would be inappropriate, the employee shall notify the supervisor's manager, and the relevant Executive Manager.
  - III. If the matter is not settled, the employee may notify a duly authorised representative of the FSU, or another representative of the employee's choice who, if he/she considers that there is some substance in the dispute or claim, shall take the matter up with the employer or a representative of the employer.
  - IV. If the matter is not settled it shall be submitted to the Australian Industrial Relations Commission which shall endeavour to resolve the issue between the parties by conciliation or arbitration.
- b. Without prejudice to either party, work shall continue in the manner prior to the dispute arising while the matters in dispute are being dealt with in accordance with this provision.

Notwithstanding the above, an employee may contact the Union or another representative of the employee's choice for assistance/guidance/representation during any stage of the dispute settlement procedure.

## **26. SECURITY AGREEMENT**

The Credit Union agrees to adopt the FSU Credit Union Security Policy and Guidelines as a minimum standard.

## **27. JOB ADVERTISING**

The parties recognise the importance of encouraging career progression and ensuring that individuals are promoted on the basis of merit and equity. For this reason, the Credit Union will advertise all job vacancies internally.

All staff will have timely access to vacancies.

## **28. STAFF BENEFITS**

All staff of Select Credit Union Limited will be entitled to the following additional employment benefits following the completion of the probationary period, for the term of their employment with Select:

a. Personal Loans

Personal loan interest rates applicable to staff will be set at the Fringe Benefits Benchmark Rate, as determined by the Australian Tax Office each year.

## **29. REDUNDANCY, REDEPLOYMENT AND RETRENCHMENT**

### **29.1 Application**

- (a) This provision shall apply to all employees of the Credit Union employed as part time or full time employees
- (b) This provision shall apply to employees recruited for a fixed term or a specific project except that an employee shall not be deemed to be redundant at the scheduled completion of the period of employment or contract

### **29.2 Definitions**

- (a) Redundancy shall mean the situation where the work being done by an employee (or a major portion of it) is no longer required to be done in that location as a result of reorganisation, change to business practices, technological change or down turn in business.
- (b) Retrenchment shall mean the termination of employment as a result of redundancy and where alternative employment is not available or retraining is inappropriate
- (c) Week's Salary shall mean an employee's weekly salary plus where applicable shift allowance and weekend penalty payments averaged over the last completed shift roster cycle, but excluding any payments for overtime, standby, call back etc. For an employee who is in receipt of a remuneration package, salary shall mean Total Employment Cost package value.

- (d) Directly comparable position shall mean a position which is at the same grade within the Credit Union, which does not entail a change in duties significant enough as to be unreasonable in the circumstances of his or her skills and ability, and which is at the same location or at another location which is in reasonable commuting distance
- (e) Award shall mean the Credit Union Award 1998 as amended from time to time or any successor or replacement.

### **29.3 Redeployment**

- (a) In each case of redundancy the Credit Union will make all reasonable efforts to redeploy the employee concerned elsewhere in the organisation.
- (b) In filling vacancy every reasonable consideration will be given to suitably qualified employees whose positions are redundant or are about to become redundant.
- (c) Where an employee is offered a directly comparable position the employee's actual salary shall not be reduced.
- (d) If an employee is offered an alternative position, which is at a lower grade, at least two weeks, will be allowed for the employee to decide whether or not to accept the offer.
- (e) If an employee accepts an alternative position which is at a lower grade and salary the employee shall move from their current salary to their new salary in accordance with the following step down arrangement over a three month period:
  - i One month at 100% of current salary
  - ii One month at 66.6% of difference between current and new salary
  - iii One month at 33.3% of difference between current and new salary
  - iv Salary for the alternative position
- (f) The Credit Union will assist in training in new skills as appropriate for employees transferring to alternative positions.
- (g) An offer of redeployment to any position shall be made in writing and include information regarding the location, grade, salary and description of duties.

### **29.4 Notice Period**

- (a) When an employee is to be retrenched he/she will be given the maximum practical forewarning of the likely retrenchment and the retrenchment date. No employee will be given less than four weeks written notice or at the Credit Union's election, payment in lieu of that notice
- (b) Where the employee is over 45 years of age and has completed at least two years continuous service, the period of notice is to be increased by two weeks.

### **29.5 Transmission of Business**

- (a) An employee who is to be made redundant as a result of the business of Select Credit Union being transmitted to another employer (the Transmittor) is not entitled to severance pay if acceptable alternative employment is available to the employee.

- (b) “Acceptable alternative employment” means:
- (i) employment which the employee accepts with the Transmitttee on terms and conditions of employment which are not less advantageous overall to the employee than those applying to her/him at Select Credit Union and which recognises the period of continuous service which the employee had with Select Credit Union as continuous service with the Transmitttee; or
  - (ii) an offer of employment with the Transmitttee on terms and conditions of employment which are not less advantageous overall to the employee than those applying to her/him at Select Credit Union, to perform duties which are not unreasonable in the circumstances of the employee’s skills and abilities, at the same location or at another location which is within a reasonable commuting distance and where the period of continuous service which the employee had with Select Credit Union is recognised as continuous service with the Transmitttee.
- (c) For the purposes of this clause, “transmission’ includes any transfer, conveyance, assignment or succession whether by agreement or by operation of law and “transmitted” has a corresponding meaning.
- (d) Any disagreements concerning the reduction or cancellation of the prescribed severance payment or about the suitability of the acceptable alternative employment may be progressed in accordance with Clause 25 – Dispute Settlement Procedure.

## **29.5 Severance Payments**

In addition to any payment in lieu of notice as described in 4a an employee shall be paid a lump sum severance payment in full settlement of all claims for additional notice, retrenchment pay etc. calculated as followed.

- Four weeks salary for less than and up to one year of service.
- Two weeks salary for each subsequent year of continuous service plus a pro rata for each completed month of service in the final year of service.

The maximum payment shall be 40 weeks plus the notice period.

For part time employees the severance payment will be calculated on a pro rata basis in accordance with their agreed rostered hours.

## **29.6 Other Payments**

- (a) In addition to the severance payments outlined in clause 5 an employee shall be paid the following:

*Annual Leave* - pro rata of any leave accrued but not yet taken plus loadings which would otherwise have been paid.

*Long Service Leave* - for any untaken long service leave. All employees who have completed more than five years continuous service will be paid on a pro rata basis as per the NSW Long Service Leave Act.

*Concessional Loans* - Employees with concessional housing or other loans will continue to derive the benefit of the concessional rate for one month after the date of termination at which time the loan rate(s) will revert to the ruling member rate.

*Superannuation* - deductions and contributions at the time of termination will be paid to the employee's respective superannuation scheme.

*Redeployment Assistance* - The Credit Union will provide appropriate redeployment assistance in the instance of retrenchment.

SIGNATURES:

Signed on behalf of Select Credit Union:

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**MARK WORTHINGTON**

**Chief Executive**

Date:

Signed on behalf of the Finance Sector Union of Australia:

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**LEON CARTER**

**National Secretary**

Date: