



**South West Credit Union
Co-Operative Ltd**

Employee Collective Agreement

2009 - 2012.



1. TITLE

1.1 This Agreement will be known as the South West Credit Union Co-Operative Ltd Enterprise Agreement 2009-2012.

2. ARRANGEMENT

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3. SCOPE, APPLICATION AND PARTIES BOUND

3.1 This Agreement applies to and is binding on South West Credit Union Co-Operative Ltd (the Credit Union), and the employees of the Credit Union.

4. PERIOD OF OPERATION

4.1 This Agreement shall come into operation on the date of lodgement and shall continue for a period ending the 30th June 2012.

5. MAJORITY DECISION

5.1 This Agreement requires a majority of the Credit Union's employees to vote in favour of adopting the Agreement.

5.2 For the purpose of this Agreement the term *Majority*, is defined as constituting 75% of the eligible number of Credit Union employees.

6. NO EXTRA CLAIMS

6.1 The parties to this Agreement agree that no extra claims for wage increases will be made for the duration of this Agreement.

7. STAFF CONSULTATIVE COMMITTEE

7.1 A Staff Consultative Committee (SCC) shall be established within one month of the approval of the Agreement to overview the implementation of the Agreement particularly as it relates to:

- a) Maintain a Performance Appraisal System,
- b) Identify proposals for future Agreements,
- c) Maintain a Performance Base Pay Structure.

7.2 The Staff Consultative Committee will consist of the following;

- a) Three staff representatives
- b) A Human Resources Representative; and
- c) Chaired by the Chief Executive Officer or Independent Body

7.3 The Staff Consultative Committee will then meet at least quarterly during the term of the Agreement to address any matters raised by staff pertaining to the Agreement. Additional meetings may be convened as required.

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

8. ANTI DISCRIMINATION

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

- 8.2 The parties agree to adhere to the Credit Union's Anti-Discrimination Policy.
- 8.3 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.

9. ANTI - BULLYING

- 9.1 The parties agree to actively oppose all forms of bullying in the workplace.
- 9.2 The parties agree to adhere to the Credit Union's Anti-Bullying Policy.

10. TYPES OF EMPLOYMENT

10.1.1 General

10.1.2 Employees under this Agreement will be employed in one of the following categories:

- a) Full time employees; or
- b) Regular part-time employees; or
- c) Casual employees.

10.1.3 At the time of engagement, an employer will inform each employee of the terms of their engagement and in particular whether they are to be full time, regular part time or casual.

10.2 Regular part time employees

10.2.1 An employer may employ regular part time employees in any classification in this Agreement.

10.2.2 A regular part time employee is an employee who:

- a) works less than full time hours of 38 per week; and
- b) has predictable hours of work; and
- c) receives, on a pro rata basis, equivalent pay and conditions to those of full time employees who do the same kind of work.

10.2.3 At the time of engagement, the employer and the regular part time employee will agree in writing on a regular pattern of work, within the credit union's pay period, specifying at least the hours worked each day, which days of the week the employee will work and the actual starting and finishing times each day.

10.2.4 An employee who does not meet the definition of a regular part time employee and who is not a full time employee, will be paid as a casual employee in accordance with 10.6.

10.2.5 A regular part time employee employed under the provisions of this clause must be paid for ordinary hours worked at the rate of 1/38th of the weekly rate prescribed for the class of work performed.

10.2.6 An employee is required to roster a regular part time employee for a minimum of three consecutive hours on any shift, however, by mutual agreement between an employer and an employee, such minimum engagement may be for two hours.

10.3 Change to hours of part time employees

10.3.1 Working arrangements that vary from an employee's current hours will be freely and mutually agreed between each employee and their employer following full and open non-coercive discussion on the needs of each party. These discussions will take into account such matters as the personal, family (including child care) and financial needs of the employee and the business needs of the credit union.

10.4 Temporary change to hours of part time employees

10.4.1 Part time employees may, by mutual agreement, work additional hours to their regular hours, up to 76 per fortnight.

10.4.2 Such additional hours shall be paid at the ordinary time rate of pay and such additional hours will accrue leave as per clauses 19, clause 20, clause 21, clause 22 and clause 23.

10.5 Change to regular hours of part time employees

10.5.1 The Credit Union may seek to vary, either by increasing or by reducing, a part time employee's agreed regular pattern of work at any time to meet operational requirements. Any variation to the regular pattern of work will only be by mutual agreement in accordance with 10.3.1.

10.5.2 Where agreement has been reached, the new regular pattern of work will be recorded in writing and given to the employee.

10.5.3 Where agreement cannot be reached for such change to regular hours of work, the credit union may:

- a) offer the change to another employee; or
- b) not make the change in the regular pattern of work; or
- c) inform the employee that their hours may be varied at the expiration of four weeks written notice. Provided, however that the employer and the employee may agree on a lesser period.

10.6 Casual employment

10.6.1 A casual employee is an employee engaged as such.

10.6.2 A casual employee shall be paid per hour at the rate of 1/38th of the weekly rate prescribed for the class of work performed, plus the following appropriate additional rate/s:

- a) 25 per cent loading for ordinary time for Monday to Friday in lieu of annual leave, public holidays, personal / carer's leave and jury service.
- b) 50 per cent for work on Saturday.
- c) 100 per cent for work on Sunday and public holidays (except Christmas Day and Good Friday) when 150 per cent will apply.

10.6.3 Casual employees must be paid as per the employer's normal pay cycle or as mutually agreed.

10.6.4 On each occasion a casual employee is required to attend work he or she is entitled to a minimum payment of two hours work.

10.7 Calculation of service

10.7.1 Subject to the provisions hereinafter contained, in calculating service, for all purposes of this Agreement such service shall be taken to cover the total period of full-time or part-time employment with the employer from the date of commencing duties to the date of termination of employment.

In calculating periods of service with the employer the following periods shall be taken into account.

- i) Any leave of absence with pay approved by the employer.
- ii) Any leave of absence without pay for periods of up to 12 months approved by the employer.
- iii) Any absences on account of sickness not exceeding twelve consecutive months in duration or on account of annual leave.
- iv) Any period for which an employee (already in the employer's service when he or she was called up or enlisted) has been engaged upon war service or any service with the Armed Forces.
- v) Periods of National Service Training.

11. SALARIES AND CLASSIFICATIONS

Salaries: Classification Structure

11.1 The following classification structure shall apply:

Level	Competent	Commendable	Outstanding
1	34,518	35,380	36,442
2	35,845	36,740	37,843
3	37,436	38,371	39,522
4	38,715	39,682	40,873
5	42,796	43,866	45,149
6	49,830	51,078	52,610
Management	Market	Market	Market

11.2 First Increase

An increase of 3% will be paid to all employees' wages and salaries from the beginning of the first full pay period on or after 1 July, 2009.

11.3 Second Increase

An increase of 2% will be paid to all employees' wages and salaries from the beginning of the first full pay period on or after 1 July, 2010. Should the Consumer Price Index, as published by the Australian Bureau of statistics for Capital Cities- Melbourne, be greater than 2% in the March Quarter for that year, then salaries will be increased by that percentage.

A further 1% will be paid subject to achieving satisfactory performance for the business targets in 2009/10 as set out in Schedule A.

A further 0.5% will be paid to all employees' wages and salaries from the beginning of the first full pay period on or after 1 July, 2010, subject to achieving a reduction of \$30,000 in operating expenses for the financial year ending 2009/10.

11.4 Third Increase

An increase of 2% will be paid to all employees' wages and salaries from the beginning of the first full pay period on or after 1 July, 2011. Should the Consumer Price Index, as published by the Australian Bureau of statistics for Capital Cities- Melbourne, be greater than 2% in the March Quarter for that year, then salaries will be increased by that percentage.

A further 1% will be paid subject to achieving satisfactory performance for the business targets in 2010/11 as set out in Schedule A.

A further 0.5% will be paid to all employees' wages and salaries from the beginning of the first full pay period on or after 1 July, 2011, subject to achieving a reduction of \$40,000 in operating expenses for the financial year ending 2010/11.

A.1 Level 1

A Level 1 position is one in which employees work within established routines, methods and procedures that are predictable and may require the exercise of limited discretion.

Typical activities and skills may include but are not limited to:

- applying basic office procedures;
- operating office equipment;
- receiving, sorting, distributing & filing correspondence and documents;
- performing defined data entry/inquiry tasks; and/or
- answering enquiries using a general knowledge of the employer's services.

Indicative job list—office trainee, filing clerk, mail sorting clerk, switchboard operator, assistant receptionist, manager, deposit officer, scanning officer.

A.2 Level 2

A Level 2 position performs tasks and service requirements given authority within defined limits and employer established guidelines, using a more extensive range of skills and knowledge at a level higher than in Level 1. Level 2 employees are responsible for their own work which is performed within established routines, methods and procedures.

Typical activities and skills may include but are not limited to:

- processing of standard documentation;
- undertaking cashiering functions;
- answering enquiries from members and external parties using a detailed knowledge of specific business activities;
- drafting correspondence appropriate to job function;
- organising own work schedule; and/or
- providing information/assistance to other staff members.

Indicative job list—telemarketers, sales and service trainees, data processing officers, teller/customer service representatives with less than 12 months experience.

A.3 Level 3

A Level 3 position is one in which tasks and service requirements are performed using a more extensive range of skills and knowledge at a higher level than required in Level 2.

The position encompasses limited discretion in achieving tasks outcomes. A level of delegation and authority may be employed consistent with the job function and is performed predominantly within established policies and guidelines.

Those employed at this level are responsible and accountable for their own work, and may be expected to provide direction to other staff.

Typical activities and skills may include but are not limited to:

- undertaking of projects;
- preparing reports and recommendations within their own job function;
- drafting of routine correspondence;
- administering/maintaining staff records; and/or
- delivery and/or co-ordination of learning and development activities.

Indicative job list—receptionist, loans, processing officer, helpdesk operator, credit analyst, card services operator, contact centre officer, payroll clerk, teller with at least 12 months experience, insurance clerk, statistical clerk.

A.4 Level 4

A Level 4 position is one in which tasks and service requirements are performed using a more extensive range of skills and knowledge at a level higher than required at Level 3. Those employed at this level are responsible for their own work, and any employees under their control.

Positions at this level require the application of relevant specialist knowledge and experience.

Those employed at this level would be required to advise on a range of activities and contribute to the determination of objectives within the required area of expertise.

Typical activities and skills may include but not limited to:

- Managing and maintaining service standards;
- Overseeing day to day operations of functional areas of responsibilities;
- Implementing and maintaining effective controls;
- Initiating disciplinary processes;
- Assist with the recruitment and selection of staff; and/or
- Preparation of reports.

Indicative job list—human resource officer, learning and development officer, compliance officer, personal assistant, assistant accountant, accounts officer, claims officer, assistant underwriter, customer relationship manager, settlement officer, collections officer, lending officer, administrative officer, personal lending relationship officer, personal banker, customer service specialist agency officer, branch services officer.

A.5 Level 5

A Level 5 position is one in which tasks, service requirements and supervisory functions are performed using a more extensive range of skills and knowledge at a higher level than required at Level 4.

The position may be:

- (a) a specialised role requiring formal qualifications and/or specialised vocational training; and/or
- (b) a managerial role responsible for the operation of part or parts of the employer's business.

Those employed at this level exercise considerable discretion and/or are responsible for operational planning.

Indicative job list—human resources consultant, senior learning and development officer, accountant, senior claims officer, analyst programmer, fraud investigator, call centre team leader, underwriter, sales representative, customer service team leader, assessor, loss control officer, business analyst, assistant branch manager, personal lending specialist, team leader.

A.6 Level 6

Those employed at this level perform a managerial role primarily to control the conduct of the employer's business either in whole or in part and in which decisions are regularly made and responsibility accepted on matters relating to the administration and conduct of the business.

Indicative job list—branch manager, human resources or fraudulent relations manager, financial planners, information technology specialists, relationship manager, senior analyst, subject matter manager, provisional manager.

12. PERFORMANCE BASED PAY SYSTEM

- 12.1 All staff will be entitled to participate in the Credit Union's Performance Based Pay system that may be in place from time to time.
- 12.2 The Departmental Manager will determine and recommend whether the employee is eligible to be paid an annual bonus and recommend the amount of the bonus payment. The recommendation will be forwarded to the CEO for review.
- 12.3 The bonus payment to part time and casual staff will be determined on a pro-rata basis, based on the employee's normal hours of employment.
- 12.4 Any bonus payments made under this Clause will be made prior to the 31st December annually.

13. STAFF DEVELOPMENT

- 13.1 South West Credit recognizes the importance of its staff possessing professional skills and knowledge to undertake their job. The Credit Union adopts the policy that personal development is a shared responsibility between the individual and the organisation. Employees at all levels will be encouraged to improve skills

and develop new skills by attendance on internally run training and development programs and vocational study.

- 13.2 This policy only applies to courses relevant to each employee's development in their current role and/or potential career path with South West Credit. Recognised course levels under this policy include Certificate, Associate Diploma, Diploma, Degree and Post graduate degrees/diplomas.
- 13.3 All courses must be examinable or assessable and conducted by a recognised educational institution. Applications must be supported by the applicant's direct Manager and the Chief Executive Officer will verify the course.
- 13.4 Upon successful completion of the course, the Credit Union will reimburse the employee 100% of the costs for each subject successfully completed.
- 13.5 75% of the reimbursement is to be refunded by the staff member if resigning or employment is terminated less than 12 months from the date of completion of each subject.
- 13.6 25% of the reimbursement is to be refunded by the staff member if resigning or employment is terminated more than 12 months but less than 2 years from the date of the completion of each subject.
- 13.7 0% refund if resigning or employment is terminated after 2 years from the date of completion of each subject.
- 13.8 The Credit Union has Human Resource Policies to assist with staff development, including: Employee Training and Development Policy and Study Assistance Policy.

14. SALARY SACRIFICE

- 14.1 The Credit Union will allow all staff to salary sacrifice voluntary contributions to their Superannuation Fund of choice.

15. HIGHER GRADE OF PAY

- 15.1 An employee required to perform the normal duties of a higher grade than that in which the employee is regularly employed shall in addition to the employee's normal salary be paid the difference between that salary and the salary of the higher grade provided that the period concerned is not less than five (5) consecutive working days.
- 15.2 An employee qualifying for the higher grade pay under this Clause shall be entitled to the higher grade pay for the entire period of any relief.
- 15.3 As 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 / Supervisor in consultation with the Chief Executive Officer.
- 15.4 This assessment will determine the amount of the higher grade salary that is to be applicable for the relief period and based on the following:
If the duty to be performed is:

- a) 25% of the duties of the higher grade position, the amount paid will be at 25% of the higher grade salary;
- b) 50% of the duties of the higher grade position, the amount paid will be at 50% of the higher grade salary;
- c) 75% of the duties of the higher grade position, the amount paid will be at 75% of the higher grade salary;
- d) 100% of the duties of the higher grade position, the amount paid will be at 100% of the higher grade salary;

15.5 An employee engaged to perform higher grade duties in accordance with sub Clause 15.1 shall be paid at the higher rate applicable for all time worked except for claims for personal / carer's leave, annual leave or where such an employee is engaged in on-the- job- training in the higher position.

15.6 When statutory, gazetted or proclaimed holidays occur within the period whilst an employee is in receipt of any higher grade pay they shall be paid higher grade pay for the holiday.

Relief in lower graded position

15.7 Provided that any employee relieving another in a lower paid position shall not be reduced in salary whilst so relieving.

16. HOURS OF WORK

Span of hours

16.1 The span of ordinary hours shall be 7.00 a.m. to 7.00 p.m. Monday to Friday and 8.00 a.m. to 12 noon on a Saturday.

16.2 Ordinary hours of work exclusive of meal breaks, shall be an average of 38 per week to be worked on one of the following basis:

- (a) 38 hours within a work cycle of one week; or
- (b) 76 hours within a work cycle of two weeks; or
- (c) 114 hours within a work cycle of three weeks; or
- (d) 152 hours within a work cycle of four weeks.

16.3 Week shall mean any five consecutive days to be worked Monday to Friday or five and one-half consecutive days, Monday to Saturday.

16.4 The implementation of the 38 hour week may be by any one of the following:

- (a) Employees working less than 8 ordinary hours each day; or
- (b) Employees working less than 8 ordinary hours on one or more days each week; or
- (c) Rostering employees off on various days of the week during a two month cycle so that each employee has one week day off during that cycle; or
- (d) Fixing one week day on which employees will be off during a particular work cycle.

16.5 When an employee is asked to work beyond their normal finishing time and where the usual means of transport is either unavailable, impracticable or unsafe, the Credit Union shall arrange suitable transport for the employee between the place of work and the employee's place of residence provided that where an employee chooses to use their own motor vehicle with the Agreement of the

Credit Union, they shall be reimbursed at the rate provided at subclause 29.4 of this Agreement.

- 16.6 Commencing and ceasing times within the span of hours may be staggered by the Credit Union to improve operational efficiency.

Meal Breaks

- 16.7 Meal breaks shall be no less than 30 minutes as determined by the Credit Union, provided that an employee shall not be called upon to work in excess of 5 hours without a meal break except where the daily hours to be worked are 6 hours or less and the employee applies to work for that extended period without such breaks and the Credit Union agrees.

- 16.8 In an emergency a meal break may be deferred by mutual agreement.

Make-up time

- 16.9 Notwithstanding provisions elsewhere in this Agreement, the Credit Union and the majority of employees may agree to establish a system of make up time provided that:

Rostered Days Off (RDO)

- 16.10 Notwithstanding provisions elsewhere in this Agreement, the Credit Union and the majority of employees may agree to establish a system of Rostered Days Off (RDO).

- 16.11 An employee may elect, with the consent of the Credit Union to take a rostered day off at any time.

- 16.12 Full time employees with an RDO entitlement greater than 2 days will need to seek the Chief Executive Officers approval not to be directed to take an RDO by management.

- 16.13 Once a decision has been taken to introduce a Rostered Day Off system, in accordance with Clause 16.10, its terms will be set out in the time and wages records kept pursuant to the record keeping provisions of the Workplace Regulations 2006 (Cth). Each time this provision is used, it will be appropriately recorded.

17. OVERTIME

- 17.1 All time worked outside ordinary hours of work prescribed by Clause 16.1, shall be paid at the rate of time and one half for the first three hours and double time thereafter. Management is not entitled to overtime.

- 17.2 All work performed on a Saturday, which is outside the employee's weekly hours, they shall be paid double time.

- 17.3 All work performed on Sunday shall be paid at double time.

- 17.4 Provided that in computing overtime each day's work shall stand alone.

- 17.5 An employee working overtime shall not at any time work for more than 3¼ hours without a paid break and such break shall be no less than 30 minutes provided that they are required to work for at least a further one hour and such hour may be worked continuously with the overtime already worked or may be broken by the taking of the meal period.
- 17.6 Meal breaks may be extended by mutual agreement to a period not exceeding one hour provided that any time taken in excess of the paid break determined by this Clause shall be unpaid.
- 17.7 An employee may elect with the consent of the Credit Union to take time off in lieu of payment for overtime at a time or times agreed with the Credit Union.
- 17.8 Overtime taken as time off during ordinary time hours shall be taken at the ordinary time rate that is an hour for each hour worked.
- 17.9 The Credit Union shall if requested by an employee provide payment at the rate provided for the payment of overtime as prescribed in this clause, for any overtime worked under this Clause where such time has not been taken within four weeks of accrual.
- 17.10 The Credit Union may require any employee to work reasonable overtime at overtime rates and such employee shall work overtime in accordance with such requirement.
- 17.11 When overtime work is necessary, it shall wherever reasonably practicable be arranged so that employees have at least ten consecutive hours off duty between the work of successive days.
- 17.12 An employee (other than a casual employee) who works so much overtime between the termination of their ordinary work on one day and the commencement of their ordinary work on the next day that they have not had at least ten consecutive hours off duty between those times shall, subject to this clause, be released after completion of such overtime until they have had ten consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.
- 17.13 If, on the instruction of the Credit Union such an employee resumes or continues work without having had such ten consecutive hours off duty, they shall be paid at the rate of double time until they are released from duty for such period and they shall then be entitled to be absent until they have had ten consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

18. SATURDAY TRADE

- 18.1 The Credit Union reserves the right to reconsider opening the business for Saturday trade should competitive market forces adversely impact the business.
- 18.2 The hours of work and pay rates will be as described in subclauses 16.1 and 17.1 of this Agreement.

19. ANNUAL LEAVE

- 19.1 Full time employees shall be entitled to 152 hours (20 working days) annual leave per annum. Annual leave will accrue on a pro-rata basis with each fortnightly pay period. Annual leave for Part time staff will be provided on a pro-rata basis, based on the number of hours worked.
- 19.2 The annual leave loading is 17 ½ % of the amount of the salary payable for the number of entitled working days and will be paid to all staff in the first pay period in December each year.
- 19.3 Annual Leave shall be taken at a time to be agreed by the Credit Union and the employee and in the absence of agreement, as directed by the Credit Union. The Credit Union shall give not less than four weeks notice of the requirement of the employee to take annual leave. The employee shall give not less than four weeks notice of the dates preferred for annual leave, further guidelines for annual leave requests are outlined in the Credit Unions Annual Leave Policy. Leave requests will need to have double cover requirements met in accordance with clause 30.3 of this agreement.
- 19.4 The Credit Union and the majority of employees may agree to establish a system of single day Annual leave absences provided that:
- a) An employee may elect, with the consent of the Credit Union, to take annual leave in single day periods or part of a single day not exceeding a total of 10 days in any calendar year at a time or times agreed between them;
 - b) The Credit Union and an employee may agreed to defer payment of the annual leave loading in respect of single day absences until at least 10 consecutive annual leave days are taken.
- 19.5 Once a decision has been taken to introduce a system of annual leave flexibility its terms must be set out in the time and wages records kept by the Credit Union.
- 19.6 Full time employees with an annual leave entitlement greater than 152 hours (20 days) may apply for a once-off provision to cash-in all leave in excess of 152 hours (20 days). Such applications must be by agreement and approved by the Credit Union.
- 19.7 Part time employees with a pro rata value in excess of 152 hours may apply for a once off provision to cash-in all leave accrued in excess of 152 hours. Such applications must be by agreement and approved by the Credit Union
- 19.8 Full time employees with a pro rata value in excess of 304 hours (40 days) annual leave accrued will need to seek Board approval not to be directed to take leave by management.
- 19.9 Part time employees with a pro rata value in excess of 304 hours (40 days) annual leave accrued will need to seek Board approval not to be directed to take leave by management.

20. PUBLIC HOLIDAYS

- 20.1 An employee shall be entitled to the following Public Holidays:
- Christmas Day
 - Easter Saturday

- Boxing Day
- New Year's Day
- Good Friday
- Easter Monday
- Australia Day
- Anzac Day

20.2 Employees will also be entitled to the following gazetted public holidays in Victoria:

- Queen's Birthday
- Labour Day

20.3 In addition to the above list of gazetted public holidays, the Credit Union recognises that employees will be entitled to public holidays gazetted by local government in lieu of the Melbourne Cup Race Day public holiday..

20.4 When Christmas Day is observed on a Saturday or on a Sunday, a holiday in lieu shall be observed on 27th December.

20.5 When Boxing Day is observed on a Saturday or on a Sunday, a holiday in lieu shall be observed on 28th December.

20.6 When New Year's Day or Australia Day is observed on a Saturday or on a Sunday, a holiday in lieu shall be observed on the following Monday.

20.7 If a public holiday is declared or prescribed in the State of Victoria on a day other than listed above, then that day shall constitute an additional holiday for the purpose of this Agreement.

20.8 The Credit Union and its employees may agree to substitute another day for any holidays listed above in this Clause. For this purpose, the consent of the majority of affected employees shall constitute Agreement.

20.9 An agreement shall be recorded in writing and be available to every effected employee.

20.10 Part Time employees who would normally work on a day listed as a public holiday as listed above is entitled to the payment of an equivalent amount to their usual salary for such ordinary hours.

20.11 An employee who is required to work any of the listed holidays except Christmas Day and Good Friday will be paid double time.

20.12 An employee who is required to work either Christmas Day or Good Friday will be paid double time and one-half.

20.13 In all cases the minimum payment for working a public holiday will be four hours.

21. PERSONAL / CARER'S LEAVE

Amount of paid Personal / Carer's Leave

21.1 A full time employee is entitled to 10 days (76 hours) paid personal / carer's leave each year plus 3 days (22.8 hours) compassionate / bereavement leave

per occasion. Part time employees are eligible for this entitlement on a pro-rata basis.

- 21.2 Paid personal / carer's leave is available to an employee when they are absent due to:
- a) Personal illness or injury (sick leave) ; or
 - b) For the purposes of caring for a member of their immediate family or household who is sick and requires the employee's care and support (carer's leave); or
 - c) Because of bereavement on the death of a member of their immediate family or household (bereavement leave).

Immediate family or household

- 21.3 The entitlement to use bereavement leave and carer's leave in this Clause is subject to the person being either:
- a) A member of the employee's immediate family; or
 - b) A member of the employee's household.
- 21.4 The term *immediate family* includes:
- a) Spouse (including a former spouse, a de facto spouse and a former de facto spouse) of the employee ; and
 - b) Child or adult child (including an adopted child, a step child or an ex nuptial child), parent, grand parent, grand child or sibling of the employee or spouse of the employee.
- 21.5 At the completion of each year personal / carer's leave not taken will accumulate to a total not exceeding 52 working weeks.

Personal Leave

- 21.6 An employee who is absent from work as a result of personal ill health or accident shall be entitled to sick pay for three (3) single day absences per year without the requirement to provide a medical certificate. An employee who has two (2) or more consecutive days absence from work shall if requested by the Credit Union, provide a medical certificate or statutory declaration.
- 21.7 The employee must advise the Credit Union of their absence from work and as far as reasonably possible, state the estimated duration of absence as near possible to, but no later than one hour after normal commencement time.
- 21.8 Employees claiming sick leave on the day before or after a public holiday or weekend, in accordance with this Agreement shall, if requested by the Credit Union, provide proof of illness or injury through the provision of a medical certificate or statutory declaration.
- 21.9 Where the Credit Union considers that it is warranted it may where no sick leave entitlement exists grant paid or unpaid leave.
- 21.10 If an employee becomes sick or is injured whilst on annual leave and produces, at the time, satisfactory medical evidence that had s / he been on duty they would have been unable to carry out their usual duties, they shall be granted, subject to their leave entitlement, at a time convenient to the Credit Union, leave equivalent to the period of sickness or injury occurring within the scheduled

period of annual leave, provided such sickness or illness was of no less than two consecutive days.

- 21.11 If a statutory, gazetted or proclaimed public holiday occurs during an employee's period of absence because of sickness then such holiday shall not be counted as sick leave.

Carer's Leave

- 21.12 An employee with responsibilities in relation to either member of their immediate family or household who need their care and support is entitled to use up to 10 days per annum of their personal / carer's leave entitlement to provide care and support for such persons when they are ill. Leave may be taken for part of a single day.
- 21.13 The entitlement to use personal / carer's leave is subject to the employee being responsible for the care of the person concerned.
- 21.14 The employee must, if required by the Credit Union, 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.
- 21.15 In normal circumstances an employee must not take carer's leave under this Clause where another person has taken leave to care for the same person.
- 21.16 The employee must where practicable give the Credit Union notice prior to the absence of the intention to take leave, the name of the person requiring care and their relationship to the employee, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the employee to give prior notice of absence, the employee must notify the Credit Union by telephone of such absence within an hour of normal starting time on the day of absence.
- 21.17 Each day or part of a day of carer's leave is to be deducted from the quantum of personal / carer's leave provided as stated above in the Clause 21.1 up to a maximum of 10 days per annum.
- 21.18 An employee is entitled to use accumulated sick leave as paid carer's leave if the employee has used the current year's personal / carer's leave entitlement. An exception of this is where an employee has already taken 10 days carer's leave in the current year.

Unpaid carer's leave

- 21.19 An employee, other than a casual employee, shall be able to take unpaid leave once they have exhausted their 10 paid days (76 hours) leave entitlements. Employees will be able to take 2 days per occasion. Eligibility will be for the purpose of providing care to a family or household member who is ill.

Bereavement Leave

- 21.20 An employee, other than a casual employee, shall be entitled to up to 3 days paid leave on each occasion a member of the employee's immediate family or household dies.

22. PARENTAL LEAVE

- 22.1 Subject to the terms of this Clause employees are entitled to maternity, paternity and adoption leave and to work part time in connection to the birth or adoption of a child.
- 22.2 The provisions of this Clause apply to full time, part time and eligible casual employees, but do not apply to other casual employees.
- 22.3 An *eligible casual employee* means a casual employee:
- a) employed by the Credit Union on a regular and systematic basis for an ongoing period of employment during a period of at least 12 months; or
 - b) employed by the Credit Union on a regular and systematic basis for several periods of employment, where the break in between is no greater than 3 months; and
 - c) who has, but for the pregnancy or the decision to adopt, a reasonable expectation of ongoing employment.
- 22.4 The Credit Union must not fail to re-engage a casual employee because:
- a) the employee or employee's spouse is pregnant; or
 - b) the employee is or has been immediately absent on parental leave.
- 22.5 The rights of the Credit Union in relation to engagement and re-engagement of casual employees are not affected, other than in accordance with this clause.

Definitions

- 22.6 For the purpose of this clause:
- a) *Child* means a child of the employee under the age of one year except for adoption of a child where child means a person under the age of five years who is placed with the employee for the purposes of adoption, other than a step-child of the employee or of the spouse of the employee or a child who has previously lived with the employee for a period of six months or more.
 - b) *Employee* includes full time, part time and eligible casual employees.
 - c) *Spouse* includes a de facto spouse.
 - d) *Continuous service* means service under an unbroken contract of employment and includes:
 - i. any period of leave taken in accordance with this clause;
 - ii. any period of part-time employment worked in accordance with this clause; or
 - iii. any period of leave or absence authorised by the Agreement or South West Credit Union.

Basic entitlement

- 22.7 Employees who have, or will have, completed at least twelve months' continuous service are entitled to a combined total of 52 weeks paid and unpaid parental leave on a shared basis in relation to the birth or adoption of their child. A paid component of a continuous period of up to 12 weeks maternity leave may be taken and a paid component of up to 1 week's paternity leave may be taken. (refer to table below)

Length of employment	Paid Entitlement	
	Maternity Leave	Parental Leave
<12 months	0 weeks	0 days
12 to 18 months	8 weeks	1 week
18 to 24 months	10 weeks	1 week
24 + months	12 weeks	1 week

An employee may elect to convert the paid value of maternity leave to half pay, for example 12 weeks full pay can be taken as 24 weeks half pay.

Employees proceeding on Maternity leave will be required to use all accrued annual leave entitlements as at the commencement date of their Maternity Leave, as part of the paid component of 52 weeks Maternity Leave.

- 22.8 For female employees maternity leave may be taken and for male employees, paternity leave may be taken. Adoption leave may be taken in the case of adoption.
- 22.9 Parental leave is to be available to only one parent at a time, except both parents may simultaneously access the leave in the following circumstances:
- In the case of one weeks paid paternity leave an employee shall be entitled to a total of five days
 - In the case of Adoption leave, an unbroken period of up to three weeks unpaid leave at the placement of the child.

Variation of period of parental leave

- 22.10 Where an employee has leave under 22.7 or 22.11(b), unless otherwise agreed between the employee and the Credit Union, an employee may apply to the Credit Union to change the period of parental leave on one occasion. Any such change is to be notified as soon as possible, but at least four weeks prior to the commencement of the changed arrangements.

Right to Request

- 22.11 An employee entitled to parental leave under the provisions of Clause 22.7 may request the Credit Union to allow the employee to:
- to extend the period of simultaneous unpaid parental leave provided for in Clause 22.9 up to a maximum of 8 weeks,
 - to extend the period of unpaid parental leave provided for in Clause 22.7 by a further continuous period of leave not exceeding 52 weeks,
 - to return from a period of parental leave on a part time basis until the child reaches school age.

to assist the employee in reconciling work and parental responsibilities.

- 22.12 The Credit Union shall consider the request having regard to the employee's circumstances and provided the request is genuinely based on the employee's parental responsibilities, may only refuse the request on reasonable grounds related to the effect on the workplace or the Credit Union's business. Such grounds might include cost, lack of adequate replacement staff, loss of efficiency and the impact on customer service.

Maternity leave

- 22.13 An employee will provide to the Credit Union at least ten weeks prior to the expected date of commencement of parental leave:
- a) a certificate from a registered practitioner stating that she is pregnant and the expected date of confinement,
 - b) a statutory declaration stating particulars of any period of paternity leave sought or taken by her spouse and that for the period of maternity leave she will not engage in any conduct inconsistent with her contract of employment.
- 22.14 An employee will give the Credit Union not less than four weeks notice in writing, of the date on which she proposes to commence maternity leave, stating the period of leave to be taken. However, an employee will not be in breach of this Clause as a consequence of failure to give the stipulated period of notice if such failure is occasioned by the birth of the child occurring earlier than the presumed date.
- 22.15 Subject to Clause 22.13 (a) and (b) above and unless agreed otherwise between the employee and the Credit Union, an employee may commence parental leave at any time within six weeks immediately prior to the expected date of the birth.
- 22.16 Where an employee continues to work within the six week period immediately prior to the expected date of birth of the child or is on paid leave, or where the employee elects to return to work within six weeks after the birth of a child, the Credit Union may require the employee to provide a medical certificate stating she is fit to work on her normal duties.

Cancellation of maternity leave

- 22.17 Subject to the provision of Special maternity leave, maternity leave applied for, but not commenced, will be cancelled when the pregnancy terminates other than by the birth of a living child.
- 22.18 Where the pregnancy of an employee on maternity leave terminates other than by the birth of a living child, it will be the right of the employee to resume work at a nominated time by the Credit Union, which will not exceed four weeks from the date of written notice by the employee that she desires to resume to work.

Special maternity leave

- 22.19 Where the pregnancy of an employee terminates after 28 weeks and the employee has not commenced maternity leave, the employee may take unpaid special maternity leave of such a period as a registered medical practitioner certifies is necessary, except that where an employee is suffering from an illness not related to the direct consequences of the birth, an employee may be entitled to paid sick leave if in lieu of, or in addition to, special maternity leave.

Transfer to a safe job

- 22.20 Where an employee is pregnant and, in the opinion of a registered medical practitioner, illness or risks arising out of the pregnancy or hazards connected with the work assigned to the employee make it inadvisable for the employee to continue at her present work, the employee shall, if the Credit Union deems it practicable, be transferred to a safe job at the rate and on the conditions attaching to that job until the commencement of maternity leave.

22.21 If a transfer to a safe job is not practicable, the employee may elect, or the Credit Union may require the employee to commence parental leave.

Paternity leave

22.22 An employee will provide to the Credit Union at least ten weeks prior to the expected date of commencement of paternity leave:

- a) a certificate from a registered medical practitioner which names his spouse, states that she is pregnant and the expected date of the birth, or states the date on which the birth took place; and
- b) written notification of the dates on which he proposes to start and finish the period of paternity leave; and
- c) a Statutory Declaration stating:
 - i. except in relation to leave taken simultaneously with the child's mother under clauses 22.9 and 22.11(a), he will take that period of leave to become the primary giver of a child;
 - ii. particulars of any period of maternity leave sought or taken by his spouse; and
 - iii. that for the period of paternity leave he will not engage in any conduct inconsistent with his contact of employment.

Cancellation of paternity leave

22.23 Paternity leave applied for, but not commenced will be cancelled when the pregnancy of the employee's spouse terminates other than by the birth of a living child.

Adoption leave

22.24 The employee will notify the Credit Union at least ten weeks prior to the date of commencement of adoption leave and the period of leave to be taken. An employee may commence adoption leave prior to providing such notice where, through circumstances beyond the control of the employee, the adoption of a child takes place earlier.

22.25 Before commencing adoption leave an employee will provide the Credit Union with a statutory declaration stating:

- a) the employee is seeking adoption leave to become the primary care-giver of the child,
- b) the particulars of any adoption leave sought or taken by the employee's spouse, and
- c) that, for the period of adoption leave, the employee will not engage in any conduct inconsistent with their contract of employment.

22.26 Before taking adoption leave an employee will also provide to the Credit Union:

- a) a statement from an adoption agency or other appropriate body of the presumed date of placement of the child with the employee for adoption purposes, or
- b) a statement from the appropriate government authority confirming that the employee is to have custody of the child pending application for an adoption order.

22.27 Cancellation of adoption leave:

- a) Adoption leave applied for, but not commenced, shall be cancelled if the placement of the child does not proceed,

- b) Where the placement of a child for adoption purposes with an employee on adoption leave does not proceed, the employee will notify the Credit Union forthwith and the Credit Union will nominate a time, not exceeding four weeks from the receipt of notification, for the employee's resumption of work.

Special leave

- 22.28 The Credit Union will grant to any employee who is seeking to adopt a child, such unpaid leave not exceeding two days, to enable the employee to attend any compulsory interviews or examinations as are necessary as part of the adoption procedure. Where paid leave is available to the employee, the employer may require the employee to take such leave in lieu of special leave.

Parental leave and other entitlements

- 22.29 An employee may, in lieu or in conjunction with parental leave, access other paid leave entitlements which they have accrued such as annual leave or long service leave, subject to the total amount of leave taken not exceeding 52 weeks or longer as agreed under Clause 22.11.

Returning to work after parental leave

- 22.30 An employee will notify of their intention to return to work after a period of parental leave at least four weeks prior to the end of their leave.
- 22.31 An employee will be entitled to the position which they held immediately before commencing their parental leave. In the case of an employee transferred to a safe job the employee will be entitled to return to the position they held immediately before such transfer.
- 22.32 Where such position no longer exists but there are other positions available for which the employee is qualified and is capable of performing, the employee will be entitled to a position as nearly comparable in status and pay to that of their former position.

Replacement employees

- 22.33 A *replacement employee* is an employee specifically engaged or temporarily promoted or transferred, as a result of an employee proceeding on parental leave.
- 22.34 A replacement employee must be informed of the temporary nature of their employment and of the rights of the employee who is being replaced.

Effect of parental leave on employment

- 22.35 An employee's absence on parental leave will not break the continuity of their service. However, the period of leave will not be taken into account when calculating the employee's period of service for any purpose under this agreement.

Part time employment

- 22.36 With the agreement of the Credit Union:

- a) A male employee may work part time in one or more periods at any time from the date of birth of the child until the child reaches school age if they are to be the primary carer of the child.
- b) A female employee may work part time in one or more periods while she is pregnant where part time employment is necessary or desirable because of the pregnancy.
- c) In relation to adoption, a female employee may work part time in one or more periods at any time from the date of placement of the child until the child reaches school age.

22.37 Before commencing a period of part time employment under this clause, the employee and the Credit Union will agree:

- a) that the employee may work part time;
- b) upon the hours to be worked by the employee, the days upon which they will be worked and starting and finishing times for the work;
- c) upon the period of part time employment.

23. LONG SERVICE LEAVE

23.1 An employee shall be entitled to Long Service Leave in accordance with the *Victorian Long Service Leave Act 1992*.

24. JURY SERVICE

24.1 An employee shall notify the Credit Union as soon as possible of the date upon which they may be required to attend for jury service. The employee shall provide the Credit Union with proof of attendance, the duration of attendance and the amount of money received in respect of such jury service.

24.2 The employee shall receive any payment or allowances that they would have received had they not been required to attend jury service less any amount received for the service not repaid to the Credit Union.

25. EMERGENCY SERVICE

25.1 An employee who is a registered and active member of an Emergency Service Organisation such as the CFA and / or the SES who is called upon to attend an emergency during normal working hours is covered by this Clause.

25.2 An employee shall notify the Credit Union as soon as they are called upon to attend an emergency. The employee shall provide the Credit Union with proof of attendance, the duration of attendance and the amount of money received in respect of such emergency service.

25.3 The employee shall receive any payment or allowances that they would have received had they not been required for emergency service less any amount received for the service not repaid to the Credit Union.

25.4 The amount of paid leave will not exceed 2 days per annum.

26. LIFESTYLE LEAVE

- 26.1 The Credit Union recognises that employees may wish to take an extended career break for the purpose of travel, personal or lifestyle reasons. Subject to business needs the Credit Union may approve such requests.
- 26.2 An employee is entitled to apply for Lifestyle Leave providing they have had at least 24 months of continuous service with the Credit Union.
- 26.3 Lifestyle leave can only be granted once all Annual Leave entitlements have been used.
- 26.4 The maximum period of Lifestyle Leave will be 12 months. Depending on business needs, extensions may be approved by the Chief Executive Officer.
- 26.5 On return to work after Lifestyle Leave, the employee is entitled to:
- i) the position the employee held immediately before commencing Lifestyle Leave, or
 - ii) if the position no longer exists but there are other positions available with the employee is qualified for and is capable of performing, the employee is entitled to a position, as nearly as possible, comparable in status and pay to that of the employee's former position.
- 26.6 The employee must provide a minimum of 6 months notice prior to commencement of Lifestyle Leave and 4 weeks notice prior to their return.
- 26.7 Absence on unpaid Lifestyle Leave does not break the continuity of service of an employee, but is not taken into account in calculating the period of service for the purpose of any other entitlements.
- 26.8 Approval will be balanced against operations requirements of the branch or department. The Credit Union reserves the right to decline any application.
- 26.9 Lifestyle Leave is available to be taken once by each employee. Additional requests will require approval by the Chief Executive Officer.

27. JOB SHARE

- 27.1 The Credit Union is committed to providing alternative career and employment options for staff. Job share arrangements are seen as a way of providing employment and career choices for staff that fit in with their personal circumstances whilst still maintaining high levels of member service.
- 27.2 For the purpose of this clause 'job share' is defined as 2 staff members sharing a full time position.
- 27.3 The Credit Union will actively promote job sharing as a viable employment option, unless determined that such arrangements are impractical given the nature of the job. The staff member sharing a job can be either flexible part-time or permanent part-time.

27.4 Individual arrangements for job sharing will be agreed with both employees. Prior to commencing a job share arrangement the terms will be formalised in writing.

27.5 In the event that one staff member resigns or takes up another position, the remaining job-share partner will be offered the position on a full-time basis. If that offer is declined the position will be advertised to staff as job share. Preference will go to a suitable job share applicant. If there is no suitable job share applicant, then a suitable full-time applicant will be appointed.

In the event that a full-time applicant is appointed, the remaining job share partner will be offered an alternative position that is close to their current status as possible.

27.6 There are no redundancies in the event of a job share partnership being dissolved.

** Job Share will be offered to staff nearing retirement to enable employees to accommodate their differing circumstances as they near the end of their careers with the Credit Union.*

28. PROBATIONARY PERIOD

28.1 The Credit Union will initially employ new employees on a probationary basis of up to three (3) months following the commencement of their employment.

28.2 A review of the employee's employment performance will be undertaken during this first three (3) 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.

28.3 If the Credit Union concludes 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.

29. CREDIT UNION POLICIES AND PROCEDURES

29.1 All employees will be subject to and must observe and comply with any rules, policies and procedures in force from time to time as set out in the Credit Union's policy and procedures manual.

29.2 The Credit Union is entitled to amend, cancel or introduce such rules, policies and procedures from time to time as it considers necessary.

- 29.3 Any employee who breaches any of the rules, policies or procedures, may be subject to disciplinary action which may result in termination of the employees' employment.

30. COMMUNICATION & TRAINING

- 30.1 In order to ensure that all employees are kept adequately informed of aspects of the credit union's activities, regular communication sessions will be conducted on a branch level. These communication sessions will be conducted by Senior Management and or members of the Board.
- 30.2 The Credit Union recognises the benefit of giving all employees appropriate training in all of its products and services and offering individual employees training that is relevant to their positions and career path.
- 30.3 The Credit Union recognises the importance of providing adequate double cover for staff absences and is committed to providing relevant training for staff to fill multiple roles within the Credit Union for relieving purposes.
- 30.4 The Credit Union will be entitled to require all employees to attend up to 48 hours of paid training / communication sessions per annum.
- 30.5 Staff will attend one weekend workshop per annum which may be outside of the employee's normal rostered hours of work. The weekend workshop will be within the span of hours determined by Clause 15 of this Agreement and will be unpaid. The Credit Union will give a minimum 6 weeks notice of the requirement to attend the weekend workshop.
- 30.6 Up to 1 hour per quarter of the 48 hours may be utilised by Management as training.
- 30.7 The Credit Union will give 14 days notice, in writing, of the requirement to attend.
- 30.8 When 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.
- 30.9 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 subclause 31.4 of this Agreement.

31. TRAVELLING EXPENSES

- 31.1 When an employee in the course of their duty, is required to go to any place away from their usual place of employment they shall be paid all reasonable expenses actually incurred.
- 31.2 When an employee, in the course of their duty, is required other than in ordinary working hours to go to any place away from their usual place of employment, they shall be paid all reasonable expenses actually incurred and in addition shall be paid at the ordinary rate for half of any time occupied in travelling outside ordinary working hours which is in excess of the time normally occupied by them in travelling from their new home to the usual place of employment. When an

employee is paid overtime for the time spent travelling, no extra payment shall be made to the employee.

- 31.3 Any employee required to provide a motor vehicle as a condition of their employment shall be paid an allowance of:

Car engine size	Dollars Per Week
▪ For a vehicle 1500cc and under	88.45
▪ For a vehicle over 1500 cc	109.10

- 31.4 Where the Credit Union approves the use by any other employee of a private motor vehicle on a casual or incidental basis, they shall be reimbursed at the applicable Kilometre Wage Rate as published by the Australian Taxation Office for the distance travelled during such use.

- 31.5 Where the Credit Union provides a vehicle they shall pay the whole of the cost of the upkeep, registration, insurance, maintenance and running expenses.

32. STAFF PERFORMANCE APPRAISALS

- 32.1 South West Credit Union is committed to an ongoing process of performance planning and review.
- 32.2 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 will include quarterly reviews for performance improvement or to reassess objectives.
- 32.3 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.
- 32.4 The performance review process will be used to assess the following key areas:
- Key task performance,
 - Achievement of mutually agreed goals (Management have KPI's),
 - 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.

33. STAFF SURVEYS

- 33.1 South West Credit Union recognises that good staff morale is essential if it is to achieve its goals and meet its service undertakings to members.

- 33.2 In order to ensure that the appropriate level of morale is being maintained a staff survey will be undertaken each year. All staff will complete the survey and the results of the survey will be presented at the Staff Information Night.
- 33.3 The Credit Union agrees to address organisational issues identified in the survey, while staff members agree to address issues involving co-operation between individuals and teams, and between teams.
- 33.4 In the event that an issue between individuals and teams, or between teams, remains unresolved then a neutral manager will be selected by the parties to conduct a mediation conference. A report will be prepared for the CEO. Should agreement on resolution of the issue not be reached then the CEO will determine how the matter is to be resolved.

34. EMPLOYMENT COMMITMENTS

- 34.1 South West Credit Union and its staff recognise the need to establish a climate of mutual co-operation to achieve common goals in an environment receptive to change and to achieving maximum benefits for all parties.
- 34.2 The Credit Union provides a critical mechanism by which it can provide members with a wide range of products and services designed to meet their needs. The focus is on Sales and Service. Our members rely on an environment where they can purchase products and services, receive professional advice and where they can be made aware of the range and benefits of the products and services available to them. The Credit Union needs to be easily accessible and open to meeting the demands of our members.
- 34.3 The Credit Union will regularly check with its members to assess whether the level of service provided is meeting members expectations within the competitive market place.
- 34.4 All parties to this Agreement are committed to the 10 Key Promises of the Mutual Banking Code of Practice as set out in Schedule B. These values will be applied to all dealings with members and customers.
- 34.5 All parties to this Agreement are committed to this concept and ensuring its success.

35. CREDIT UNION MEMBERSHIP

- 35.1 Credit Union employees are eligible to have a credit union personal membership account that is exempt from the credit union's membership fees.
- 35.2 Clause 35.1 also applies if a staff member has a joint Credit Union business account with their spouse or partner.

36. STAFF BENEFITS

Staff concessional interest rate on loans

- 36.1 Permanent Credit Union staff will be entitled to a concessional interest rate loan following the completion of three (3) months service or the expiration of their probationary period.
- 36.2 A 15% discount on the prevailing loan interest rate will apply for staff loans except for the L51 loan account.
- 36.3 Staff discount interest rates will not apply to loan products already discounted.
- 36.4 Upon ceasing to be an employee of the South West Credit Union the interest rate will revert from a staff concessional interest rate to the prevailing market interest rate.
- 36.5 Staff loan applications will be assessed and processed in the same manner as that apply to the general credit union membership, as outlined in the Credit Union's Credit Risk Management Policy (lending policy).

Transaction Accounts

- 36.6 All staff will be provided with a personal transaction account under their Credit Union memberships which will be exempt from any account keeping fees.

37. WORKERS COMPENSATION

- 37.1 An employee shall be entitled to Workers Compensation in accordance with the *Workers Compensation Act 1958*.

38 SUPERANNUATION

- 38.1 The Credit Union will contribute employer superannuation contributions to complying externally managed accumulation benefit funds.
- 38.2 At all times, as a minimum, the credit union will comply with the Superannuation Guarantee Levy prescribed by legislation.

39 DISPUTE SETTLEMENT PROCEDURE

- 39.1 The following procedures shall cover the settlement of grievances and claims arising out of the employment of persons under this Agreement:
 - a) 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.
 - b) 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 / or the Chief Executive Officer.
 - c) If the matter is not settled, the employee may notify an FSU representative or another representative of the employee's choice who, if s / he 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.

- d) 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.

39.2 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.

39.3 Notwithstanding the above, an employee may contact the FSU or another representative of their choice for assistance / guidance during any stage of the dispute settlement procedure.

40. CORPORATE UNIFORM

40.1 The Credit Union provide all staff with a corporate uniform.

40.2 Corporate Uniform procedures are contained in the credit union's Corporate Uniform Guidelines.

41. REDUNDANCY

Application

41.1 This Clause shall apply to all employees of the Credit Union employed as casual, part time or full time employees.

41.2 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.

41.3 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 weekly 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) *Date of termination* shall mean the date on which employment actually ceases.

Redeployment

- 41.4 In each case of redundancy the Credit Union will make all reasonable efforts to redeploy the employee concerned elsewhere within the organisation.
- 41.5 In filling vacancy every reasonable consideration will be given to suitably qualified employees whose positions are redundant or are about to become redundant.
- 41.6 Where an employee is offered a directly comparable position the employee's actual salary shall not be reduced. Should an employee who has been offered a directly comparable position decide not to accept the offer, it will be deemed that they have resigned from the Credit Union.
- 41.7 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.
- 41.8 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:
- a) One month at 100% of current salary,
 - b) One month at 66.6% of difference between current and new salary,
 - c) One month at 33.3% of difference between current and new salary.

Salary for the alternative position

- 41.9 The Credit Union will provide training in new skills as appropriate for employees transferring to alternate positions.
- 41.10 An offer of redeployment to any position shall be made in writing and include information regarding the location, grade, salary and description of duties.

Notice Period

- 41.11 When an employee is to be retrenched s / he 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.
- 41.12 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 one week.

Severance Payments

- 41.13 In addition to any payment in lieu of notice an employee shall be paid a lump sum severance payment in full settlement of all claims for additional notice, retrenchment pay etc. calculated as follows:
- a) Two weeks salary for the first year of service or pro rata for those with less than one year's service,
 - b) 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 up to 13 years,
 - c) An additional payment of 2 weeks salary will be paid to those staff who reach 15 years of service,
 - d) An additional 2 weeks salary will be paid for those staff who reach 20 years of service,

- e) An additional 2 weeks salary will be paid for those staff who reach 25 years of service,
- f) The maximum payment shall be 32 weeks plus the notice period.

41.14 For part time employees the severance payment will be calculated on a pro rata basis, based upon their agreed hours.

Other Payments

41.15 In addition to the severance payments outlined in Clause 41.13 an employee shall be paid the following:

- a) *Annual leave* – pro rata of any leave accrued but not yet taken plus loadings which would otherwise have been paid,
- b) *Long Service Leave* – for any untaken long service leave,
- c) *Concessional Leave* – Employees with concessional 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,
- d) *Superannuation* – deductions and contributions at the time of termination will be paid to the employee's respective superannuation scheme,
- e) *Redeployment assistance* – The Credit Union will provide appropriate redeployment assistance in the instance of retrenchment.

Schedule A

The table below lists the annual business targets on a financial year basis that are to be used to determine satisfactory performance under the Salaries and Classification clause.

Business Target Description	Target	Weighting
Completion of member care program calls as scheduled per annum	3000	10%
Completion of 1300 training hours with a competency pass rating per annum.	1300	10%
Completion of staff surveys as required by 100% of staff.	100%	10%
Average response to Home Loan and Personal Loan applications	24 hours	10%
Average response to Internet Enquiries	24 hours	10%
Average number of transactions processed per hour	30 per hour	10%
Average number of customer complaints on matters of service per month	1	10%
Average number of compliance breaches per month	1	10%
Customer satisfaction rating of 85%	85%	10%
Telephone calls answered - average number of dropouts per month	115	10%
		100%

Schedule B

Part C – Our 10 Key Promises to you

This Part of the Code contains general principles or values applying to our members and customers, as well as the broader community. Where they overlap, these principles should be interpreted by reference to the more specific and detailed commitments of Part D –Delivering on our promises.

- 1. We will be fair and ethical in our dealings with you**
We will always act honestly and with integrity, and will treat you fairly and reasonably in all our dealings with you.
- 2. We will focus on our members**
We will place a high priority on service, competitiveness and member focus. We will provide friendly and reliable service to our members and customers.
- 3. We will give you clear information about our products and services**
We will provide clear and accessible information about our products and services, so you can make an informed decision about the product you want. We will disclose interest rates, fees and charges in an accessible and clear format and provide you with regular account statements. We will give you information on how to minimise fees and charges. Our advertising and promotional material will not be misleading.
- 4. We will be responsible lenders**
We will lend responsibly, and will try to assist you if you find yourself in financial difficulties.
- 5. We will deliver high customer service and standards**
We will issue and distribute products and provide services that are useful, reliable and of value to our members and customers. We will make sure our staff and agents or representatives are well trained. We will promote secure and reliable banking and financial services, and keep you up to date on any changes to the products and services we provide to you. We will treat your personal information as private and confidential.
- 6. We will deal fairly with any complaints**
We will handle complaints promptly and fairly and provide you with information on avenues for resolving disputes if we are not able to reach agreement with you.
- 7. We will recognise member rights as owners**
As mutual institutions our members are our owners. We will ensure that you receive information on the benefits, costs and impacts of any proposal to change our mutual structure. As far as possible, we will ensure that any information on proposals to change our mutual structure provided to you by other parties is fair and not misleading.
- 8. We will comply with our legal and industry obligations**
We will be responsible, prudent managers of our institution, and will comply with all our obligations under the law and relevant codes of practice. We will act fairly and consistently with good banking and financial service industry practice.

9. We will recognise our impact on the wider community

Credit unions and mutual building societies have a strong community focus. We will take account of the impact of our operations on staff, the communities we serve and our members. We will promote community engagement and will contribute to community activities and projects.

10. We will support and promote the Mutual Banking Code of Practice

We will promote the Mutual Banking Code of Practice, ensure that our staff are trained to put it into practice, and support its monitoring and effectiveness.