

# **Employee Collective Agreement**

**Between**

**The University Credit Society Limited**

**And**

**Employees**

**1. Title**

This Agreement shall be known as the **Unicredit Collective Agreement 2009**

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**3. Application**

This agreement shall be binding upon The University Credit Society Limited (the Employer) and upon all Employees (excluding the General Manager, Executive Manager Finance & Administration and Executive Manager Lending & Collections), who are employed in classifications described in the Western Australian Credit Unions Award 2001.

**4. Parties Bound**

**The University Credit Society Limited  
80 Broadway (P.O. Box 3200)  
NEDLANDS W.A. 6009**

*and:*

**Employees who are employed by the employer in classifications described in the Western Australian Credit Unions Award 2001.**

**5. Relationship To Parent Award**

The Western Australian Credit Unions Award 2001 (“the Award”) shall apply save and except for those matters dealt with in this Agreement.

Where the terms of this Agreement and the terms of the Award are in conflict, the terms of this Agreement shall prevail.

**6. No Extra Claims**

- (a) It is a term of this agreement that all Employees bound by this Agreement will not pursue any extra claims, Award or Over Award, for the life of this Agreement except where consistent with the **Clause 7. - Commencement and Duration**.
- (b) Without limiting the generality of the foregoing, there shall be no industrial action for the purpose of supporting or advancing claims against the Employer until the Agreements nominal expiry date has passed.
- (c) Where any dispute arises, the parties shall follow the Dispute Settlement Procedure contained in this Agreement.

## **7. Commencement And Duration**

- (a) The parties agree that this agreement's term will commence from the first pay period on or after the date of approval by the Workplace Authority Commission and remain in force for a period of **three (3)** years or until a succeeding Agreement is made.
- (b) At the expiration of the Term of this Agreement, if the parties have failed to make a new agreement, the provisions contained in the Agreement restricting the pursuit of extra claims and Industrial Action will cease to have effect. In all other respects the conditions of employment shall be prescribed by the Agreement.

## **8. National Standards**

This Agreement shall not operate so as to cause an employee to suffer a reduction in ordinary time earnings or in national standards such as standard hours of work, annual leave or long service leave.

## **9. Definitions**

Unless a contrary intention appears, expressions used in this agreement shall have the meanings as follows:

In this Agreement the following words shall have the following meanings, except where the context does not admit:-

- (a) "Act" means the Commonwealth Government's *Workplace Relations Act 1996*.
- (b) "Agreement" means this Agreement and includes all Schedules and Attachments.
- (c) "Casual Employee" means a person employed paid and terminated by the hour and who does not receive any entitlements to paid leave.
- (d) "Consultative Committee" means the Committee established under **Clause 14**.
- (e) "day" means a calendar day.
- (f) "Employee" and "Employees" means a person or persons employed by the Employer.
- (g) "Employer" means The University Credit Society Limited.
- (h) "Enterprise" means the business of the Employer, namely the supply of credit union services to members.
- (i) "General Manager" means the person holding the office of General Manager or his or her nominee.
- (j) "Industrial Action" includes:-
  - (i) any strike, ban, limitation, stoppage of work, secondary boycott or like action affecting the performance of work at the Enterprise.
- (k) "Industrial Instrument" means:-
  - (i) any award, ruling, order or document issued, certified or registered by an Industrial Tribunal; and
  - (ii) any pre-existing contract of employment.

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- (l) "Industrial Dispute" means a dispute pertaining to the relationship between the Employer and the Employees, and includes a dispute about the meaning and effect of this Agreement.
- (m) "Industrial Tribunal" means any tribunal or body, one function of which is to settle and prevent Industrial Disputes.
- (n) "inimical" means harmful to the Employer.
- (o) "month" means a calendar month.
- (p) "Ordinary Time Earnings" means the base classification rate, including supplementary payments where appropriate, shift penalties, together with any other all purpose allowances or penalty payment for work in ordinary time and shall include in respect to Casual Employees the appropriate casual loadings prescribed by this Agreement, but shall exclude any payment for overtime worked, vehicle allowances, fares or travelling time allowances (including payments made for travelling relating to distant work), commission or bonus.
- (q) "Parties" means the Employer and the Employees and "Party" means either one of them.
- (r) "Part-time Employee" shall mean a permanent Employee who works regularly for less than the standard ordinary hours in any week.
- (s) "Significant Effects" include termination of employment, major changes in the composition, operation or size of the workforce or in the skills required; the elimination or diminution of job opportunities, promotion opportunities or job tenure; the alteration of hours of work; the need for retraining or transfer of Employees to other work or locations and the restructuring of jobs.
- (t) "Term" means the period specified in **Clause 5**.
- (u) "Trainee" means an Employee engaged under the terms of this Agreement and in accordance with the provisions of a Traineeship established pursuant to relevant Commonwealth legislation.
- (v) "Union" means the Finance Sector Union.
- (w) "Week" means five (5) working days.
- (x) Words importing the singular include the plural.
- (y) Words importing one gender include all other genders.
- (z) "working hours" means time spent at work, or on paid leave of any kind.
- (aa) "working day" means any weekday excluding Public Holidays.
- (ab) "years" means a calendar year.

## **10. AIM OF THE AGREEMENT**

The objects of this Agreement are as follows:-

- (a) to implement flexible and efficient work practices that:
  - (i) meet the operational requirements of the Enterprise;
  - (ii) take into account the family responsibilities of Employees; and
  - (iii) achieve the Employer's responsibility to provide a safe and healthy workplace;
- (b) to improve the efficiency and productivity of the Enterprise;
- (c) to enhance the skills and job satisfaction of the Employees;
- (d) to develop and maintain the most productive and harmonious working relationship obtainable; and
- (e) to develop a working environment where the Employees have an input into the decision making process, where those decisions affect the delivery of service to members; or the alteration of work practices and procedures.

## **11. AGREEMENT TO BE DISPLAYED**

- (a) Copies of this Agreement shall be available from the General Manager.
- (b) A copy of the Agreement will be provided to all Employees covered by this Agreement.

## **12. FUTURE NEGOTIATIONS**

- (a) The parties agree to commence discussions on the terms and conditions of any future Agreement, no later than two (2) months prior to the expiration of this Agreement.
- (b) The Employer and the Employees agree to participate in a Negotiating Committee of four (4) Employee representatives, three (3) of which will be from Unicredit and one (1) of which will be from Tertiary Travel, and two (2) Employer representative and, if requested by the employees, a bargaining agent appointed in accordance with the Act, to negotiate a new Agreement.
- (c) Nomination of Employee representatives will be called for. If more nominations are received than positions are available then elections will be held. Elections will be by a popular vote of the Employees from the section/area/unit to be represented.
- (d) Employee representatives are elected for the Term of the Agreement.
- (e) The methodology for conducting elections will be determined from time to time.
- (f) Employee representatives will not be disadvantaged or discriminated against as a result of being elected to the Negotiating Committee. Representative(s) of Branch staff will be allowed reasonable time to consult with Branch staff to obtain input and provide feedback during the development of future agreements.

### **13. ALTERATION OF AGREEMENT**

- (a) This Agreement may be altered, by making a variation agreement in accordance with the Act..
- (b) The Agreement may only be altered in a manner consistent with the objects expressed in **Clause 10 - Aim of the Agreement**.

### **14. CONSULTATIVE COMMITTEE**

- (a) A combined Consultative Committee that comprises both Unicredit and Tertiary Travel, will be established to address any particular matter or issue in the workplace that is referred to it by the Employer or an Employee.
- (b) The Consultative Committee will comprise the members of the Negotiating Committee. The process for dealing with issues will be determined by the Committee after taking account of the nature of the matter or issue.
- (c) The Committee's decision making process will be on a consensus basis rather than by majority.

### **15. CALCULATION OF SERVICE**

- (a) Subject to the provisions of this clause, for all purposes of this agreement the calculation of service will include, 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.
- (b) Such service shall, except as otherwise provided by this Agreement, include:
  - (i) any absence from duty for which payment may be claimed pursuant to the provisions of this Agreement; or
  - (ii) any other absence from duty, whether paid or unpaid, allowed by this Agreement or authorised by the Employer.

### **16. PAYMENT OF SALARIES**

- (a) All salaries and allowances specified in the Agreement shall, subject to any arrangements that an employee may have in place for 'salary sacrificing' by any lawful means, be paid fortnightly on the dates most convenient to the Employer.
- (b) For lesser periods of employment at the beginning or end of service, the amount payable shall be the proportion of the Employee's salary calculated according to the following formula:-

$$\frac{\text{Annual salary} \times \text{number of working days}}{260.7}$$

- (c) If a public holiday other than a Saturday or a Sunday occurs during a broken period such a day will be added to the number of working days.



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- (d) Notwithstanding anything elsewhere contained in this Agreement, if an Employee is absent from duty without the Employer's consent, the Employer is entitled to deduct from the salary an amount for each hour or part of an hour the Employee is absent.

The amount of such deduction per hour or part thereof shall be calculated according to the following formula:

$$\frac{\text{Annual salary} \times 5 \times 1}{260.7 \times 1 \times \text{ordinary weekly working hours}}$$

- (e) All salaries and allowances payable under this Agreement and any other remuneration, shall be paid by electronic funds transfer to the Unicredit account nominated by the Employee.

### 17. SALARY SCALES

- (a) Any Employee whose position is changed in part or in total resulting in the position/title being down graded shall not whilst the credit union officer remains in that position receive any reduction in salary or status as a result of the position being down graded.
- (b) Except as otherwise provided an Employee shall be paid at no less than the minimum salary assigned to the Employee's appropriate grade.
- (c) Performance will be reviewed continuously and will be considered when assessing the salary level to be received by Employee.

- (d) **ADULT**

GRADE	MINIMUM SALARY
<b>Grade 1. (Junior Employees)</b>	
16 years of age – 60%	\$20,440
17 years of age – 68%	\$23,166
18 years of age – 76%	\$25,892
19 years of age – 85%	\$28,958
20 years of age – 93%	\$31,683
<b>Adult</b>	<b>\$34,068</b>
<b>Grade 2.</b>	<b>\$32,446</b>
<b>Grade 3.</b>	<b>\$38,932</b>
<b>Grade 4.</b>	<b>\$45,419</b>
<b>Grade 5.</b>	<b>\$47,968</b>

- (e) During the term of this agreement the Adult salary levels will be increased by 4% on January 2009 and 3.5% on January 2010 and January 2011. The increase will take effect in the second pay period in January each year. Junior rates will increase pro rata based on the Adult Grade 1 salary.

**18. CLASSIFICATION CRITERIA**

(a) The classification criteria is as follows:

**Grade 1.**

This level includes employees who are appointed to one of the following positions:

**Member Services Officer – Trainee**

**Grade 2.**

This level includes employees who are appointed to one of the following positions:

**Card Services Officer ✓**  
**Member Services Officer ✓**  
**Lending Officer (Trainee)**

**Grade 3.**

This level includes employees who are appointed to one of the following positions:

**Senior Card Services Officer ✓**  
**Senior Member Services Officer ✓**  
**Lending Officer ✓**  
**Reconciliations/Accounts Officer ✓**

**Grade 4.**

This level includes employees who are appointed to one of the following positions:

**Assistant Accountant ✓**  
**Member Services Supervisor ✓**  
**Senior Lending Officer ✓**  
**Senior Marketing Co-ordinator ✓**

**Grade 5.**

This level includes employees who are appointed to one of the following positions:

**Operations Manager ✓**

(b) The parties agree that the employer may alter, delete, or add position titles to any grade without the need to amend this agreement. Provided that an employee will not be demoted or have their salary reduced as a result of a change to his or her position title.

## **19. PERFORMANCE ASSESSMENT**

- (a) The Employee's performance will be assessed to ensure a high standard of service to clients and to actively promote efficiency and productivity for the overall benefit of the workplace.
- (b) For employees who are not on probation, assessments will be conducted at least annually, or more frequently should performance management issues arise, and be in written form.
- (c) For employees who are on probation, assessments will be carried out at the completion of the probationary period, or earlier, should circumstances warrant, and be in written form.
- (d) Employees will receive assistance and encouragement to achieve and exceed established performance standards.

## **20. HIGHER DUTIES PAY**

- (a) An Employee who has been directed by the Employer to perform the duties of a higher grade position and who performs those duties shall be entitled to the minimum rate of pay of the higher position.
- (b) A qualifying period of five (5) consecutive days at the higher grade shall apply before the higher duties pay is due. Provided that if, after achieving the qualifying period, an Employee performs those duties of a higher grade position, for one day or more, on any subsequent occasion within twelve (12) months of that qualifying period, the Employee shall be paid at the higher duties pay.
- (c) An Employee who works overtime while being paid the higher grade rate shall be paid at the higher grade rate of pay for such overtime duty. Work at his/her appointed grade, performed outside of ordinary hours, shall be paid for at the Employees classified rate.
- (d) When a public holiday occurs within the period whilst an Employee is in receipt of any higher duties pay he/she shall be paid higher duties pay for the public holiday.
- (e) The provisions of this clause shall not apply to an Employee who performs the whole or part of the duties of a higher grade position for the purpose of gaining experience in the duties of such position; provided that the appointed occupant of the position remains on duty and retains the responsibilities of the position and that the period of training does not in any instance exceed a total period of three months.
- (f) When an Employee, whilst acting in a higher grade position and in receipt of a higher duties pay, is absent from work and claims sick leave, annual leave or special leave, such leave shall not be paid for at a higher duties pay except for leave accrued while acting in a higher grade position.

## **21. MEAL ALLOWANCE**

- (a) A meal allowance of \$8.65 shall be paid to any Employee who is required to work overtime for more than two and half (2.5) hours (in addition to the interval taken for a meal break) before or after the normal time of commencing or ceasing duty. After the completion of each four (4) continuous hours of such overtime, calculated from the end of the previous meal break, a subsequent meal allowance of \$7.05 shall be paid provided that the Employee is required to work beyond each respective fourth (4th) hour.

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- (b) When overtime in excess of five (5) hour's duration is required to be worked on a Saturday, Sunday or public holiday and such time coincides with the normal meal interval, a meal break shall be taken and an Employee shall be paid a meal allowance of \$8.65 on the first (1st) occasion and a further allowance of \$7.05 on each subsequent occasion in the same work period.
- (c) Meal break means an unpaid period of not less than thirty (30) minutes and not more than sixty (60) minutes as directed by the Employer.
- (d) The provisions of this clause do not apply when a substantial meal is provided by the Employer.
- (e) The provisions of this clause do not apply when Part-time employees are required to work a shift totalling less than seven (7) hours thirty (30) minutes notwithstanding that they may be paid at overtime rates for part of that shift.

### 22. TRAVELLING EXPENSES AND REIMBURSEMENTS

- (a) All reasonable travelling expenses incurred by an Employee in the discharge of his/her duties during working hours shall be paid at least once monthly by the Employer. Out-of-pocket expenses incurred by an Employee in the discharge of his/her duties during working hours shall be paid as soon as possible after a claim for the expenses is submitted to the Employer by the Employee. The method and mode of travelling or the vehicle to be supplied shall be mutually arranged between the Employer and the Employee concerned. Provided, however, that nothing herein, contained shall impose an obligation on any Employee to provide a method of conveyance at his/her own expense.
- (b) Where an Employee is requested and authorised to use his/her own motor vehicle in the course of his/her duties, he/she shall be paid an allowance not less than that prescribed in the table set out hereunder.
- (c) Payment shall be made in accordance with this clause not later than four (4) weeks after the expense has been incurred.
- (d) Rates of hire for use of an Employee's own motor vehicle on official business shall be as follows:

FOR ORDINARY CARS	CENTS PER KM
Up to 1600cc	58.0
1601 – 2600cc	69.0
2601cc and over	70.0

Rates specified above will be adjusted annually to reflect Australian Tax Office scales.

- (e) An Employee who travels on Employer business and is required to stay overnight at a place other than his/her normal residence shall be reimbursed all reasonable out of pocket, meal and accommodation expenses.
- (f) Where an Employee does not elect to use private accommodation facilities, the Employer shall ensure that the Employee is provided with hotel or motel facilities.
- (g) Where the Employer organises a conference where meals and accommodation are provided for the Employee and a family member, the Employee will not be paid for any time attending the conference. Nor will the Employee be reimbursed for any expenses, including vehicle use, they may incur to attend the conference.
- (i) It is recognised that attendance is voluntary and outside of working hours.

## **23. SUPERANNUATION**

- (a) The Employer will make monthly superannuation contributions on behalf of the Employees to THE UNIVERSITY CREDIT SOCIETY STAFF SUPERANNUATION FUND, or such other Approved Occupational Superannuation Fund as is nominated by the Employee, in accordance with the provisions of, and only to the level required by, the *Superannuation Guarantee (Administration) and (Charge) Acts 1992*.
- (b) This clause operates to the exclusion of all other obligations on the Employer to contribute occupational superannuation on behalf of the Employees, save for any arrangement an Employee may have with the Employer to salary sacrifice into a complying superannuation fund.
- (c) The Employer's contribution into an approved occupational superannuation fund shall be:
  - (i) Calculated upon the Employee's ordinary time earnings.
  - (ii) Together with any regular Employee deductions, paid monthly for pay periods completed in each month. Provided that payments may be made at such other times and in such other manner as may be agreed in writing between the Trustees of the Fund and the Employer from time to time.

## **24. ORDINARY HOURS OF WORK**

- (a) The ordinary hours of work (exclusive of meal breaks) shall not exceed thirty-seven and a half (37.5) hours per week or ten (10) hours per day and at the Employer's discretion may be worked over any five days Monday to Saturday inclusive.
- (b) Notwithstanding the provisions of this clause an Employer and Employee may agree, in writing, that ordinary hours of work may be over any six days out of six, Monday to Saturday inclusive.
- (c) A meal break of not less than thirty (30) minutes or more than sixty (60) minutes duration shall be granted to each Employee after no more than five (5) hours work.
- (d) Notwithstanding the provisions of this clause an Employer and the Employees may agree, in writing, that the ordinary hours of work may be worked on such other basis as is agreed.
- (e) Except where the Employer and Employee mutually agree otherwise each Employee shall have two (2) consecutive days off work when rostered to work a Saturday as part of ordinary hours, one of which days shall be a Sunday.

### **Shift Work & Saturday Work Loading**

- (f) An Employee who is required to work any ordinary hours prior to 7.00am or after 7.00pm on any day Monday to Friday inclusive will be paid for each hour so worked the ordinary rate plus 20%.
- (g) An Employee who is required to work any ordinary hours on a Saturday will be paid:
  - (i) \_\_\_ for hours worked between 7.00am and 12.00 noon the ordinary rate plus 25%.
  - (ii) \_\_\_ for hours worked after 12.00 noon the ordinary rate plus 50%.
- (h) This clause shall not, without prior approval of senior management, apply to Employees who are classified at Grade 4. or above as specified by this Agreement.

## **25. TYPES OF EMPLOYMENT**

### **1 General**

- (a) Employees under this agreement will be employed in one of the following categories:
  - (i) Full time;
  - (ii) Regular part-time;
  - (iii) Casual; or
  - (iv) Trainee.
- (b) At the time of engagement, the Employer will inform each Employee of the terms of his or her engagement and, in particular, whether he or she is full time, regular part time or casual.

### **2 Regular part time employees**

- (a) The Employer may employ regular part time employees in any classification in this agreement.
- (b) A regular part time Employee is an employee who:
  - (i) works less than full time hours of 37.5 per week;
  - (ii) has predictable hours of work; and
  - (iii) receives, on a pro rata basis, equivalent pay and conditions to a full time employee who does the same kind of work.
- (c) 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.
- (d) 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 sub-clause 4 of this clause.
- (e) A regular part time Employee employed under the provisions of this clause must be paid for ordinary hours worked at the rate of 1/37½. of the weekly rate prescribed for the class of work performed.
- (f) The Employer is required to roster a regular part time employee for a minimum of three consecutive hours on any shift. However, by mutual agreement between the Employer and an Employee, such minimum engagement may be for two hours.

**3 Change to hours of part time employees**

- (a) Working arrangements that vary from an Employee's current hours will be mutually agreed between each Employee and the Employer following 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.
- (b) Temporary change to hours of part time employees:
  - (i) Part time Employees may, by mutual agreement, work additional hours to their regular hours, up to 75 per fortnight.
  - (ii) Such additional hours will be paid at the ordinary time rate of pay and such additional hours will accrue paid leave entitlements.
- (c) Change to regular hours of part time employees
  - (i) The Employer 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 sub-clause 3 (a) or in accordance with this clause.
  - (ii) Where agreement has been reached, the new regular pattern of work will be recorded in writing and given to the employee.
  - (iii) Where agreement cannot be reached, the Employer may:
    - (1) offer the change to another Employee; or
    - (2) not make the change in the regular pattern of work; or
    - (3) inform the Employee that his or her hours will be varied at the expiration of four weeks written notice. However, the Employer and the Employee may agree on a shorter period.

**4 Casual employment**

- (a) A Casual Employee is an Employee engaged and paid as such.
- (b) A Casual Employee will be paid per hour at the rate of 1/37.5<sup>th</sup> of the weekly rate prescribed for the class of work performed, plus an additional loading of 25% in lieu of annual leave, long service leave, public holidays and personal/carer's leave.
- (c) Casual employees must be paid as per the Employer's normal pay cycle or as mutually agreed.
- (d) On each occasion a Casual Employee is required to attend work he or she will receive a minimum payment of four hours work. However, by mutual agreement between an employer and an Employee, such minimum payment may be for two hours work.
- (e) A Casual Employee is entitled to paid Bereavement Leave if the leave is taken on a day(s) that the Employee would otherwise have been required to work.

## **26. OVERTIME**

- (a) An Employee directed to perform duty in excess of the ordinary hours shall:
  - (i) For overtime worked between Monday to 12.00 noon Saturday inclusive be paid the ordinary rate plus 50%, for the first two (2) hours and the ordinary rate plus 100% thereafter.
  - (ii) For all hours worked after 12.00 noon Saturday or on a Sunday be paid the ordinary rate plus 100%.
  - (iii) For all hours worked on a Public Holiday be paid the ordinary rate plus 150%.
- (b) In computing overtime each day's work shall stand alone.
- (c) Where an Employee has worked overtime both next preceding and next following his/her usual hours of duty on the same day the total hours of both periods of overtime shall be taken into account in determining when double ordinary rates become payable in respect of the overtime performed next following his/her usual ceasing time.
- (d)
  - (i) Unless the Employer and Employee agrees otherwise, an Employee instructed to continue to work during what would have been his/her normal meal break and thereafter is unable to take a meal break, shall be paid at overtime rates for the period of the scheduled meal break if such event results in the period of work being greater than five (5) hours.
  - (ii) An Employee working overtime shall not at any time be compelled to work for more than five (5) hours without a break for a meal. Such meal break shall not be less than thirty (30) minutes or more than sixty (60) minutes duration.
- (e) An Employee recalled to work overtime after leaving his/her place of work (whether notified before or after leaving his/her place of work) shall be entitled to a minimum payment of two (2) hour's pay at the appropriate overtime rate for each time he/she is so recalled or performs such work. Provided that, except in the case of unforeseen circumstances arising the Employee shall not be required to work for the full two (2) hours if the job he/she is required to perform is completed within a shorter period. This sub-clause shall not apply in cases where the overtime is continuous (subject to a reasonable meal break) with the completion or commencement of ordinary hours.
- (f) When an Employee after having worked overtime finishes work at a time when reasonable means of transport are not available, the Employer shall provide him/her with a conveyance to his/her place of abode.
- (g) The Employer shall keep a record of all time worked and each Employee shall be paid the amount due for overtime where practicable within the next pay period.
- (h) Time off in lieu of payment of overtime shall be allowed if by mutual consent.
- (i) When overtime work is necessary it shall, wherever reasonably practicable, be so arranged that Employees have at least 10 consecutive hours off duty between the work of successive days.
- (j) The Employer may require any Employee to work reasonable overtime at overtime rates and such Employee shall work overtime in accordance with such requirement.
- (k) This clause shall not, without prior approval of senior management, apply to Employees who are paid a salary of Grade 5 or above as specified by this Agreement.



## **27. ANNUAL LEAVE**

- (a) Employees shall be entitled to paid leave of absence of twenty (20) working days in respect of each year of service.
- (b) Annual leave shall be given and taken in such periods and at such times mutually convenient to the Employer and the Employee, provided that where a mutually convenient time can not be agreed the Employer can, after giving a minimum of four (4) weeks notice, require the Employee to take annual leave.
- (c) In the event of an entitlement becoming due and leave not being granted by the Employer, the deferment shall not extend for more than twelve (12) months beyond the due date.
- (d) The Employee can accumulate annual leave entitlements to a maximum of forty (40) days.
- (e) Where an Employee leaves his/her employment or his/her employment is terminated the Employee shall be entitled to proportionate leave calculated at the rate of 2.885 hours (rounded to the nearest full hour) for each completed week of service for the current year of service.
- (f) Should an Employee
  - (i) be retired for any reason;
  - (ii) voluntarily resign;
  - (iii) be dismissed; or
  - (iv) die

a cash equivalent for leave due shall be paid to such Employee or to the legally entitled representative of the deceased Employee. Annual leave loading shall not apply to proportionate leave on termination.

- (g) Annual leave will not accrue during periods of unpaid leave.
  - (h) The provisions of this clause do not apply to Casual Employees.
  - (i) An employee is entitled to forgo an entitlement to paid annual leave provided:
    - 1. The employee gives the employer a written election to forgo the amount of annual leave;
    - 2. Payment of the amount of forgone annual leave shall be at the rate no less than the employee's salary (expressed as an hourly rate for each hour of annual leave forgone);
    - 3. The employer expressly authorises the employee to forgo the amount of annual leave; and
    - 4. The employee shall not, under any circumstances, forgo so much of the annual leave entitlement that the entitlement is reduced to an amount less than 10 days in each year of service.
- It is a term of this agreement, that the employer shall not require an employee to forgo an entitlement to take an amount of paid annual leave or exert undue pressure on an employee in relation to any decision to forgo an entitlement to paid annual leave.
  - Payment for the amount of annual leave forgone shall be made by the employer as soon as reasonably practicable after the employee has elected to forgo the entitlement.

## **28. ANNUAL LEAVE LOADING**

- (a) In addition to the payment for annual leave an Employee shall be paid, in the pay period that leave is taken, a loading of 17.5 percent calculated on the Employee's ordinary salary as prescribed in Clause 17 - SALARY SCALES.
- (b) The loading prescribed by this sub-clause shall not apply to proportionate leave on termination.
- (c) The total annual leave loading payable to an Employee in respect of annual leave accrued after each continuous year's service, shall not exceed the Average Weekly Ordinary Time Earnings for persons employed as full-time adults in Western Australia, as measured and published by the Australian Bureau of Statistics (Catalogue No. 6302.0) for the quarter ending June in any year immediately preceding the accrual of such annual leave.

## **29. PUBLIC HOLIDAYS**

- (a) An Employee shall be entitled to a holiday on the following gazetted public holidays.
  - (i) New Years Day, Australia Day, Labour Day, Good Friday, Easter Monday, Anzac Day, Foundation Day, Queens Birthday, Christmas Day, Boxing Day.
  - (ii) Provided that another day may be taken as a holiday in lieu of any of the days named above by agreement between the Employer and the majority of the Employees.
- (b) Where a day is substituted, by the Government of Western Australia, for any of the days specified in (a) (i) above such day shall be the holiday for the purposes of this Agreement in lieu of the day specified.
- (c) When Christmas Day is a Saturday or a Sunday, a holiday in lieu thereof shall be observed on 27 December.
- (d) When Boxing Day is a Saturday or a Sunday, a holiday in lieu thereof shall be observed on 28 December.
- (e) When New Year's Day or Australia Day is a Saturday or a Sunday, a holiday in lieu thereof shall be observed on the next Monday.
- (f) Where an Employee's normal workday is not worked solely because it is a public holiday, the Employee will be paid as if the Employee worked their usual shift on that day.
- (g) All work done on a Public Holiday shall be paid at the rate of ordinary time plus 150% with a minimum payment of four (4) hours. Provided that the Employee can, with the agreement of the Employer, receive payment at ordinary time rates for the time worked plus take time off in lieu of payment for the period equal to the number of hours worked on the Public Holiday.
- (h) The provisions of this clause do not apply to Casual Employees.

## **30. PERSONAL LEAVE**

### **1. Amount of paid personal leave**

- (a) Paid personal leave is available to an Employee when he or she is absent:
  - due to personal illness or injury (sick leave); or

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- for the purposes of caring for an immediate family or household member who is sick and requires the Employee's care and support (carer's leave).
- (b) The amount of personal leave to which an Employee is entitled accrues weekly on a pro rata basis to a maximum of ten (10) days (seventy five (75) hours where an employee normally works 7.5 hours per day) per annum.
- (c) Unused personal leave is not payable upon termination of employment.
- (d) When taking paid personal leave, an Employee must give the Employer notice at the earliest opportunity.
- (e) The Employee must, if required by the Employer, provide appropriate proof of entitlement, such as a medical certificate or statutory declaration..
- (f) Personal leave will not accrue during periods of unpaid leave.
- (g) Replacing annual leave with sick leave

Sick leave shall apply to an Employee who suffers personal ill health or injury during the time when he or she is absent on annual leave. An Employee may then apply for, and on receipt of a medical certificate or statutory declaration, the Employer shall grant, paid sick leave in place of annual leave.
- (h) The effect of workers' compensation

If an Employee is receiving workers' compensation payments, he or she is not entitled to sick leave

### 2. Immediate family or household

- (a) The entitlement to carer's or bereavement leave is subject to the person in respect of whom the leave is taken being either a member of the Employee's immediate family; or a member of the Employee's household.
- (b) The term immediate family includes:
  - (i) Immediate family shall comprise the Employee's spouse, de facto spouse, father, mother, brother, sister, parent-in-law, grand-parent, child, step-child, ex-nuptial child, adopted child, grand child, or guardian of dependent children. The words "wife" and "husband" shall include de facto wife or husband and a former de facto spouse, and the words "father" and "mother" shall include foster father or mother and stepfather or mother.

### 3. Carer's leave

- (a) An Employee may use personal leave to care for members of his or her immediate family or household who are sick and require care and support. This entitlement is subject to the Employee being responsible for the care and support of the person concerned. In normal circumstances an Employee is not entitled to take carer's leave where another person has taken leave to care for the same person.
- (b) An Employee is only entitled to use up to ten (10) days personal leave as carer's leave in any year.
- (c) An Employee may take unpaid carer's leave by agreement with the Employer.

### 4. Insufficient personal leave

- (a) Where an Employee has insufficient personal leave entitlement to cover their absence from work in accordance with this clause the Employer may allow the Employee to debit the time to his or her future personal leave entitlement.
- (b) The Employer is entitled to deduct an amount equal to the value of outstanding personal leave from the employee's termination pay where:

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- (i) an Employee is allowed to debit his or her future personal leave entitlement; and
- (ii) at the time of termination the Employee does not have sufficient personal leave entitlement to cover the amount of personal leave advanced to him or her.

### 5. Casual Employees Excluded

- (a) Casual Employees do not have an entitlement to paid sick leave or carers leave.

## 31. LONG SERVICE LEAVE

### 1. Entitlement

The long service leave to which an Employee shall be entitled shall be:-

#### (a) An Employee who commenced employment before the 22/01/1996

- (i) In the case of an Employee who commenced employment with the Employer before the 22/01/1996 and has completed seven (7) years continuous service with the Employer, he/she shall be granted thirteen (13) weeks long service leave.
- (ii) At the completion of the next seven (7) and each subsequent seven (7) year periods of continuous service thereafter, the Employee shall be granted an additional thirteen (13) weeks long service leave calculated at an annual rate of 1.857 weeks leave for each completed year of service after the first seven (7) years of service.
- (iii) An Employee, whose employment ends for any reason other than misconduct or unsatisfactory service, and who has served continuously in a permanent capacity for at least three (3) years thereto, shall be paid for long service leave which has accrued pro-rata to the date of resignation or retirement.

#### (b) An Employee who commenced employment on or after the 22/01/1996

- (i) In the case of an Employee who commenced employment with the Employer on or after the 22/01/1996 and prior to the 11/03/99 who has completed ten (10) years continuous service with the Employer, shall be granted thirteen (13) weeks long service leave.
- (ii) At the completion of the next seven (7) and each subsequent seven (7) year periods of continuous service thereafter, an Employee shall be granted an additional thirteen (13) weeks long service leave calculated at an annual rate of 1.857 weeks leave for each completed year of service after the first ten (10) years service.
- (iii) An Employee, whose employment ends for any reason other than misconduct or unsatisfactory service, and who has served continuously in a permanent capacity for at least ten (10) years shall be paid for long service leave which has accrued pro-rata to the date of resignation or retirement.

#### (c) An Employee who commences employment after the 11/03/99

- (i) As of 4 July 2006, employees are entitled to take 8.666 weeks of paid leave after 10 years continuous service. For every 5 years of continuous service after this initial 10 years, employees are entitled to another 4.333 weeks of paid leave. Employees are entitled to a proportionate entitlement on termination after 7 years service.
- (ii) An Employee, whose employment ends for any reason other than misconduct or unsatisfactory service, and who has served continuously in a permanent capacity for at least fifteen (15) years shall be paid for long service leave which has accrued pro-rata to the date of resignation or retirement.

**2. Calculation of Service**

- (a) Continuous service shall not include the period during which an Employee is on long service leave, or any period exceeding two (2) weeks, during which an Employee is absent on leave without pay.
- (b) Any public holiday occurring during the period in which an Employee is on long service leave will be treated as part of the long service leave and extra days in lieu thereof shall not be granted.
- (c) (i) For the purpose of this clause the service of an Employee with an Employer means the period during which the Employee has served that Employer under an unbroken contract of employment; provided that a contract of employment shall not be deemed to have been broken by reason only of any interruption or determination thereof, if the interruption or determination:
- (1) has been made by the Employer with the intention of avoiding any obligation imposed on the Employer by this Agreement or by the State legislation dealing with long service leave;
  - (2) has arisen directly or indirectly from a dispute concerning industrial matters, if the Employee returns to duty with the same Employer in accordance with the terms of settlement of the said dispute;
  - (3) has been made by the Employer by reason of slackness of trade, if the Employee is re-employed by the same Employer within six (6) months of the interruption or determination; or
  - (4) has been made by the Employer for any reason other than those referred to in paragraphs (1), (2) and (3) hereof, if the Employee is re-employed by the same Employer within two (2) months of the interruption or determination.
- (ii) All part-time Employees shall be eligible for long service leave under the same terms and conditions applicable to full-time Employees, save that a part-time Employee shall be entitled to payment as follows:
- Multiply the total number of ordinary hours worked over the period of employment by the hourly rate of pay applicable at the time the leave is taken, divided by the number of hours a full time Employee would have worked during that period of service.*
- (iii) Subject to (ii) above where a part-time Employee has worked as a full-time Employee or whose hours of work has varied during the accrual period such service shall be taken into account to determine the average weekly hours for which the Employee shall be paid during period of long service leave.
- Where a full-time Employee has worked as a part-time Employee during the accrual period, such service shall be taken into account to determine the average weekly hours for which the Employee shall be paid during periods of long service leave.
- The number of average weekly hours referred to in the sub-clause shall be calculated over the entire accrual period.
- (iv) Any period of service as a member of the naval, military or air forces (other than as a member of the permanent forces) of the Commonwealth of Australia shall be deemed to be service with the Employer by which the Employee concerned was last employed before the commencement of the military service.

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- (v) Service with the Employer before the commencement of this Agreement, as well as service with the Employer after commencement shall be taken into account for the purposes of this clause.

### 3. Transmission of Business

- (a) In this sub-clause "business" includes trade, process, business or occupation and includes part of any such business, and "transmission" and "amalgamation" includes transfer, conveyance, assignment or succession whether by agreement or by operation of law and "transmitted" and "amalgamated" have corresponding meanings.
- (b) Where a business is, whether before or after the commencement of the Agreement, transmitted from the Employer (in this sub-clause called "the first credit union") to another credit union or amalgamated with another or other credit union or credit unions to form a new credit union (in this sub-clause called "the second credit union") an Employee who at the time of that transmission or amalgamation was an Employee of the first credit union and becomes an Employee of the second credit union;
  - (i) the continuity of the Employee shall be deemed not to have been broken by reason of the transmission or amalgamation; and
  - (ii) the period of service which the Employee had with the first credit union or any prior credit union transmitted to or amalgamated into the first credit union shall be deemed to be service of the Employee with the second credit union.

### 4. Taking Leave

#### (a) Time of Taking Leave

When an Employee becomes entitled pursuant to this Agreement to long service leave, it shall be granted by the Employer as soon as practicable after the date of accrual and shall be taken by the Employee within a period not exceeding two (2) years or such other period as may be agreed by the Employer.

#### (b) Notice to Take Leave

Except where an Employee agrees otherwise, the Employer shall give the Employee at least twenty-eight days' notice of the date from which his/her leave is to be taken.

#### (c) Broken Leave

If the Employer and Employee so agree, long service leave may be taken in separate periods.

#### (d) Replacement Employee

The Employer is entitled to replace an Employee away on long service leave.

Before the Employer transfers or promotes an Employee in order to replace an Employee on long service leave, the Employer shall inform that replacement Employee of the temporary nature of the transfer or promotion and of the rights of the Employee who is being replaced.

#### (e) On Return to Work

On return to work after a time on long service leave an Employee is entitled to return to the same position existing before the leave without a break in continuity of service.

When the period of long service leave is concluded the Employee is entitled to return to the previously held position, without loss of seniority.

**5. Payment for Period of Leave**

- (a) Payments shall be made in one of the following ways:-
- (i) in advance for the whole of the period when the Employee commences the period of leave at the rate calculated in accordance with this clause;
  - (ii) at the same times as payment would have been made if the Employee had remained on duty in which case payment shall be made in accordance with Clause 16 - PAYMENT OF SALARIES sub-clause (e).
  - (iii) in any other way agreed between the Employer and the Employee; or
  - (iv) to the legally entitled representative of a deceased Employee.
- (b) Provided that if during the period of leave any change in the actual rate of salary has occurred the rate of payment to which an Employee on leave shall be entitled shall be as from the date on which the change is operative, the changed rate. If payment has been made in advance to an Employee in respect of long service leave the Employer shall upon the Employee's return to duty adjust that payment to accord with the changed rate of pay, to the extent to which the changed rate is applicable.

**6. Contracting Out of Long Service Leave**

- (a) The Employer and an Employee may agree that the employee may receive payment in lieu of all, or a portion, of his/her accrued entitlement to long service leave if:-
- (i) the Employee is given payment in lieu of the entitlement; and
  - (ii) the agreement is in writing.

**32. BEREAVEMENT LEAVE**

- (a) An Employee shall be entitled to a maximum of two (2) days bereavement leave without loss of pay on production of satisfactory evidence of the death of a member of the Employee's immediate family or a member of the employee's household.

The term immediate family includes:

- (i) Immediate family shall comprise the Employee's spouse, de facto spouse, father, mother, brother, sister, parent-in-law, grand-parent, child, step-child, **ex-nuptial child, adopted child, grand child**, or guardian of dependent children. The words "wife" and "husband" shall include de facto wife or husband and a former de facto spouse, and the words "father" and "mother" shall include foster father or mother and stepfather or mother.
- (b) An Employee shall be entitled to up to an extra:
- (i) two (2) day's **bereavement** leave PLUS one (1) day's leave, taken as personal leave, without loss of pay on each occasion of the death of the Employee's relatives as detailed in this clause, who lived overseas, for the purpose of attending the funeral.
  - (ii) one (1) day's leave, taken as personal leave, without loss of pay on each occasion of the death of the Employee's relatives as detailed in this clause who lived interstate for the purpose of attending the funeral.

- (c) The right to such paid bereavement leave shall be dependent on compliance with the following conditions:
  - (i) The Employee shall give the Employer notice of his/her intention to take such leave as soon as reasonably practicable after the death of such relative and in respect of a death overseas, or interstate, of a prescribed relative, the Employee shall provide to his/her Employer such evidence that he/she is attending the funeral.
  - (ii) Satisfactory evidence of such death shall be furnished by the Employee to his/her Employer.
  - (iii) The Employee shall not be entitled to leave under this clause in respect of any period which coincides with any other period of leave entitlement under this Agreement.

### **33. STUDY LEAVE**

- (a) Upon receipt of an appropriate application the Employer may permit an Employee to be absent from duty without loss of pay for the purpose of attending a course of study relevant to his/her employment approved by the Employer.

Such leave is subject to the following conditions:

- (i) Leave should not exceed five (5) hours per week (including any travelling time which may be incurred).
  - (ii) An equivalent period of time attending actual lectures must also be incurred in the Employee's own time.
  - (iii) These provisions are only applicable to Employees pursuing their first course of study and/or Employees who, as a condition of their appointment to a particular classification, must undertake an additional course of study.
- (b) The granting of leave in accordance with sub-clause (a) hereof is to be on an annual or semester basis and a fresh application must be made at the conclusion of each such period.

The Employer is entitled to consider the Employee's academic record to date and his/her application to duties in arriving at a decision as to whether or not study leave will be approved.

- (c) Where an Employee undertakes a course of study, relevant to his/her employment and approved by the Employer, any tuition fees (excluding Higher Education Contribution Scheme payments) incurred may be reimbursed by the Employer upon the subsequent completion of a substantial section of the course within a reasonable period. Provided that this sub-clause shall only apply to an Employee's initial qualification unless otherwise agreed to by the Employer.
- (d) Where an Employee has to attend examinations, held during his/her normal hours of duty, in relation to the course of study mentioned in sub-clause (a) hereof, h/she shall be granted an appropriate amount of time-off with pay for such attendance.
- (e) The provisions of this clause do not apply to Casual Employees.



### **34. JURY SERVICE LEAVE**

- (a) An Employee will notify the Employer as soon as possible of the date upon which he or she may be required to attend for jury service. Further, the Employee will give the Employer proof of attendance, the duration of such attendance and the amount received in respect of such jury service.
- (b) The Employee will receive any payment or allowances that he or she would have received if not required for jury service, less any amount received for the jury service not repaid to the employer.
- (c) The provisions of this clause do not apply to Casual Employees.

### **35. PARENTAL LEAVE**

Subject to the terms of this clause Employees are entitled to maternity, paternity and adoption leave and to work part-time in connection with the birth or adoption of a child.

#### **1. Definitions**

- (a) For the purpose of this clause 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 child or step-child of the Employee or of the spouse of the Employee or a child who has previously lived continuously with the Employee for a period of six months or more.

#### **2. Basic entitlement**

- (a) After twelve months continuous service, parents are entitled to a combined total of fifty-two (52) weeks unpaid parental leave on a shared basis in relation to the birth or adoption of their child. For females, maternity leave may be taken and for males, paternity leave may be taken. Adoption leave may be taken in the case of adoption.
- (b) Parental leave is to be available to only one parent at a time, except that both parents may simultaneously access the leave in the following circumstances:
  - (i) for maternity and paternity leave, an unbroken period of one (1) week at the time of birth of the child;
  - (ii) for adoption leave, an unbroken period of up to three weeks at the time of placement of the child.

#### **3. Maternity leave**

- (a) An Employee will provide to the Employer at least ten weeks in advance of the expected date of commencement of parental leave:
  - (i) A certificate from a registered medical practitioner stating that she is pregnant and the expected date of confinement;
  - (ii) written notification of the date on which she proposes to commence maternity leave, and the period of leave to be taken; and
  - (iii) 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.

- (b) Subject to sub-clause 2 (a) and unless agreed otherwise between the Employer and the Employee, an employee may commence parental leave at any time within six weeks immediately prior to the expected date of the birth.
- (c) Where an Employee continues to work within the six week period immediately prior to the expected date of birth, or where the Employee elects to return to work within six weeks after the birth of the child, an Employer may require the Employee to provide a medical certificate stating that she is fit to work on her normal duties.
- (d) Where the pregnancy of an Employee terminates after 27 weeks and the Employee has not commenced maternity leave, the Employee may take unpaid special maternity leave of such period as a registered medical practitioner certifies as 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 in lieu of, or in addition to, special maternity leave.
- (e) Where leave is granted under sub-clause 3 (d) during the period of leave an Employee may return to work at any time, as agreed between the Employer and the Employee provided that time does not exceed four weeks from the recommencement date desired by the Employee.

**4. Paternity leave**

- (a) An Employee will provide to the employer at least ten weeks prior to each proposed period of paternity leave, with:
  - (i) a certificate from a registered medical practitioner which names his spouse, states that she is pregnant and the expected date of confinement, or states the date on which the birth took place; and
  - (ii) written notification of the dates on which he proposes to start and finish the period of paternity leave; and
  - (iii) a statutory declaration stating:
    - (1) he will take that period of paternity leave to become the primary care-giver of a child;
    - (2) particulars of any period of maternity leave sought or taken by his spouse; and
    - (3) that for the period of paternity leave he will not engage in any conduct inconsistent with his contract of employment.

**5. Adoption leave**

- (a) The Employee will notify the Employer at least ten weeks in advance of 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.
- (b) Before commencing adoption leave, an Employee will provide the Employer with a statutory declaration stating:
  - (i) the Employee is seeking adoption leave to become the primary care-giver of the child;
  - (ii) particulars of any period of adoption leave sought or taken by the Employee's spouse; and
  - (iii) that for the period of adoption leave the Employee will not engage in any conduct inconsistent with their contract of employment.

- (c) An Employer may require an Employee to provide confirmation from the appropriate government authority of the placement.
  - (d) Where the placement of child for adoption with an Employee does not proceed or continue, the Employee will notify the Employer immediately and the Employer will nominate a time not exceeding four weeks from receipt of notification for the Employee's return to work.
- 6. Variation of period of parental leave**
- (a) Unless agreed otherwise between the Employer and Employee, an Employee may apply to their Employer to change the period of parental leave on one occasion. Any such change to be notified at least four weeks prior to the commencement of the changed arrangements.
- 7. Parental leave and other entitlements**
- (a) An Employee may in lieu of 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 not exceeding fifty-two (52) weeks.
- 8. Transfer to a safe job**
- (a) 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 will, if the Employer 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.
  - (b) If the transfer to a safe job is not practicable, the Employee may elect, or the Employer require the Employee, to commence parental leave.
- 9. Returning to work after a period of parental leave**
- (a) An Employee will notify of their intention to return to work after a period of parental leave at least four weeks prior to the expiration of the leave.
  - (b) An Employee will be entitled to the position which they held immediately before proceeding on parental leave. In the case of an Employee transferred to a safe job pursuant to sub-clause 8, the Employee be entitled to return to the position they held immediately before such transfer.
  - (c) Where such position no longer exist but there are other positions available, which the Employee is qualified for 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.
- 10. Replacement employees**
- (a) A replacement Employee is an Employee specifically engaged or temporarily promoted or transferred, as a result of an Employee proceeding on parental leave.
  - (b) A replacement Employee will be informed of the temporary nature of the employment and of the rights of the Employee who is being replaced.

**36. PROVISION OF UNIFORMS**

- (a) Where the Employer requires its Employees or any section of its Employees to wear a uniform in the performance of their duties, such uniform shall be supplied by the Employer on such terms as are agreed between the Employer and Employees.
- (b) The wearing of the Unicredit uniform is compulsory for all employees in Grades one (1), two (2), and three (3) positions and optional for employees in Grade four (4) and above.
- (c) Employees in Grade four (4) and above positions who choose not to wear a uniform must wear suitable and professional attire.

**37. PROBATIONARY PERIOD**

- (a) All new full-time and part-time Employees are employed for a probationary period of three (3) months.
- (b) During the probationary period the employee's employment can be terminated by the giving or receiving of one (1) weeks notice of termination or payment or forfeiture in lieu of this period.

**38. TERMINATION**

**1. Notice of Termination - to be given by Employer or Employee**

- (a) Where notice is required to be given the minimum period of notice is as follows:

CONTINUOUS SERVICE	PERIOD OF NOTICE
Not more than 1 Year	- at least 1 week or payment or forfeiture, in lieu of this period.
More than 1 year but not more than 3 years	- at least 2 weeks or payment or forfeiture, in lieu of this period.
More than 3 years but not more than 5 years	- at least 3 weeks or payment in lieu or forfeiture, of this period.
More than 5 years	- at least 4 weeks or payment or forfeiture, in lieu of this period.

- (b) If the Employee is over forty-five (45) years old and has completed at least two (2) years continuous service the period of notice to be given by the Employer is increased by one (1) week.
- (c) Provided that the Employer and Employee can agree to shorten the required period of notice without the requirement to pay, or forfeit, salary in lieu of notice.
- (d) In calculating any payment in lieu of notice the wages an employee would have received in respect of the ordinary time he or she would have worked during the period of notice had his or her employment not been terminated will be used.
- (e) If an employee fails to give notice the employer will have the right to withhold moneys due to the employee with a maximum amount equal to the ordinary time rate of pay for the period of notice.

- (f) The period of notice in this clause shall not apply in the case of dismissal for conduct that justifies instant dismissal or in the case of casual Employees or Employees engaged for a specific period of time or for a specific task or tasks. In such cases salary will be paid up to the time of dismissal.

**2. Time Off Work During Notice Period**

- (a) Where the Employer has given notice of termination to an Employee or part-time Employee, an Employee or part-time Employee shall be allowed up to one day's time off without loss of pay for the purpose of seeking other employment. The time off shall be taken at times that are convenient to the Employee after consultation with the Employer.

**39. INTRODUCTION OF CHANGE**

**1. Employers Duty to Notify Change**

- (a) Where the Employer has made a definite decision to introduce major changes in production, program, organisation, structure or technology that is likely to have significant effects on Employees the Employer shall notify the Employees who may be affected by the proposed changes.
- (b) "Significant Effects" include termination of employment, major changes in the composition, operation or size of the workforce or in the skills required; the elimination or diminution of job opportunities, promotion opportunities or job tenure; the alteration of hours of work; the need for retraining or transfer of Employees to other work or locations and the restructuring of jobs.

**2. Employers Duty to Discuss Change**

- (a) The Employer shall discuss with the Employee(s) affected by the introduction of the changes that are likely to have Significant Effects issues such as the effects the changes may have; measures to avert or mitigate any adverse effects of such change on the Employee(s) and shall give prompt consideration to matters raised by the Employee(s).
- (b) The discussions shall commence as early as practicable after the firm decision has been made by the Employer to make changes that are likely to have Significant Effects on the Employee(s).
- (c) For the purposes of such discussion, the Employer shall provide in writing to the Employee(s) concerned all relevant information about the changes including the nature of the changes proposed and the expected effects of the changes. The Employer shall not be required to disclose confidential information the disclosure of which would be inimical to the interests of the Employer.

**40. REDUNDANCY**

**1. Consultation and Provision of Information**

- (a) Where the Employer has made a definite decision based on its operational requirements that may lead to termination of employment, the Employer shall hold discussions with any Employees directly affected.
- (b) The discussions shall take place as soon as is practicable after the Employer has made a definite decision which will invoke the provisions of this clause and shall cover, inter alia, any reasons for the proposed terminations, measures to avoid or minimise the terminations and measures to mitigate any adverse effects of any terminations on any Employees concerned.

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- (c) For the purposes of the discussion the Employer shall, as soon as practical, provide in writing to any Employees concerned, all relevant information about the proposed terminations including the reasons for the proposed terminations, the number and categories of Employees likely to be affected, the criteria to be used for selecting Employees for redundancy and the number of Employees normally employed and the period over which the terminations are likely to be carried out. Provided that it shall not be required to disclose confidential information the disclosure of which would be inimical to its interests.
- (d) The Employer will seek to establish criteria for selection which so far as possible do not depend solely upon the opinion of the person making the selection but can be objectively checked. The Employer will seek to ensure that the selection is made fairly in accordance with these criteria.

### 2. Transfer to Other Duties

- (a) Where an Employee is transferred to lower paid duties for reasons set out in paragraph (1) above the Employee shall be entitled to the same period of notice of transfer as he/she would have been entitled to if his/her employment had been terminated, and the Employer may at its option, make payment in lieu thereof of an amount equal to the difference between the former ordinary time rate of pay and the new lower ordinary time rates for the number of weeks of notice still owing.

### 3. Time-Off Work During the Notice Period

- (a) During the period of notice of termination given by the Employer the Employee shall be allowed up to one day's time-off without loss of pay during each week of notice for the purpose of seeking other employment.
- (b) If the Employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the Employee shall, at the request of the Employer, be required to produce proof of attendance at an interview or he/she shall not receive payment for the time absent.

For this purpose a statutory declaration will be sufficient.

### 4. Severance Pay

- (a) In addition to the period of notice prescribed for ordinary termination under Clause 38 - TERMINATION an Employee whose employment is terminated for reasons set out in Sub-clause (1) above shall be entitled to severance pay for each completed year of continuous service as set out below.

YEARS OF SERVICE	-	SEVERANCE PAY (in weeks)
less than 1 year	-	Nil
1 year but less than 2 years	-	4 weeks pay
2 years but less than 3 years	-	6 weeks pay
3 years but less than 4 years	-	7 weeks pay
4 years but less than 5 years	-	8 weeks pay
5 years but less than 6 years	-	10 weeks pay
6 years but less than 7 years	-	11 weeks pay
7 years but less than 8 years	-	13 weeks pay
8 years but less than 9 years	-	14 weeks pay
9 years but less than 10 years	-	16 weeks pay
10 years but less than 11 years	-	18 weeks pay
Each additional completed year	-	1 weeks pay

- (b) Weeks pay' means the ordinary time rate of pay for the Employee concerned and for part-time Employees 'Weeks pay' means the average weekly pay received over the preceding four (4) weeks.

- (c) Provided that the severance payments shall not exceed the amount which the Employee would have earned if employment with the Employer had proceeded to the Employee's normal retirement date.
- (d) An Employee whose employment is terminated for reason set out in sub-clause (1) above may terminate his/her employment during the period of notice and if so, shall be entitled to the same benefits and payments under this clause had he/she remained with the Employer until the expiry of such notice. Provided that in such circumstances the Employee shall not be entitled to payment in lieu of notice.

**5. Alternative Employment**

- (a) The Employer shall not be required to make the severance payment referred to in sub-clause (5) above if it obtains mutually acceptable alternative employment for the Employee.

**41. Dispute Resolution Procedure**

- (a) The objective of the parties in these procedures is to avoid and settle Disputes or Grievances by direct consultation and negotiation and to avoid interruption to customer services, the performance of work and the consequential loss of pay.
- (b) The parties are committed to the following consultative procedure to support that objective:
  - (i) The Employee shall notify their immediate Supervisor (in writing or otherwise) as to the substance of the Dispute or Grievance, affording the Supervisor the opportunity to remedy the cause of the Dispute or Grievance. The Supervisor will have, unless agreed otherwise, a maximum of forty-eight (48) hours to attempt to settle the Dispute or Grievance.
  - (ii) Where such attempt at settlement has failed, or where the nature of the Dispute or Grievance is of such a nature that a direct discussion between the Employee(s) and their Supervisor would be inappropriate, the Employee shall notify the General Manager (in writing or otherwise) as to the substance of the Dispute or Grievance, request a meeting and state the remedy sought.
  - (iii) Discussions shall take place between Employee(s) (and representative) and the General Manager (and representative) within forty-eight (48) hours of notification of the Dispute or Grievance.

Should the matter remain unresolved:

- (iv). Either of the parties may either refer the dispute to a mutually acceptable third party for mediation or to the Australian Industrial Relations Commission.
- (d) The parties are committed to avoid stoppages of work, lockouts, or any other bans or limitations on the performance of work and accordingly work shall continue normally without any form of ban or limitation.

**42. STANDING DOWN OF EMPLOYEES**

- (a) The Employer may stand down without pay any Employee who cannot be usefully employed because of any strike, ban, limitation or restriction on the performance of work by workers or any union, association or organisation or because of any breakdown or failure of the Employer's machinery which the Employer could not reasonably have prevented.

### **43. CONFIDENTIALITY**

- (a) The Employee agrees that they will not at anytime during the term of this agreement or at anytime after termination of the employment divulge any confidential:
  - information,
  - secret;
  - data; or
  - other materialrelating to the operations, dealings, finances, transactions, general affairs, clients or other material relating to the Employer which may come to the knowledge of the Employee in the performance of his/her services and duties during the course of his/her employment, except so far as the Company may from time to time in writing direct or authorise the Employee to divulge or reveal.
  
- (b) Upon termination of employment for whatever reasons the Employee will deliver up to the Employer all
  - plans; documents; statistics; keys;
  - financial records and other information;
  - records; papers; instruments; tools;
  - technical data; and
  - any other items belonging to the Employerrelating directly or indirectly to the Employer, which shall be in the custody, possession or control of the Employee and all copies or counterpart thereof and the Employee will not be entitled to keep or retain any copies thereof.
  
- (c) The Employee will not during the course of his/her employment with the Employer be personally employed or engaged in any capacity whatever in or in connection with any business whatever that may conflict with the interests of the Employer.
  
- (d) Title to patents, trade marks, designs and copyright shall be that of the Employer and not that of an Employee of the Employer or other person whomsoever.
  
- (e) Nothing in this clause nor in this agreement shall be taken as in any way prohibiting or restricting disclosure of details of the agreement by either party to any other person



**Schedule 1**

This schedule nominates the minimum salary rate and the Contract of Service for each Employee who is a party to this Agreement and should be read in conjunction with the Certified Agreement.

**1. Salary Rate**

The employee's minimum salary rate is \$\_\_\_\_\_.

**2. Contract of Service (Delete option not required)**

(i) The employee is engaged as a **full-time employee**.

or

(ii) The employee is engaged as a regular **part time employee**

or

(iii) The employee is engaged as a **casual employee**.

(iv) The employee is subject to a **three (3)** months probation commencing from \_\_\_\_\_ (Date).