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AUSTRALIAN INDUSTRIAL RELATIONS COMMISSION

*Workplace Relations Act 1996*  
s.170LJ - Agreement with organisations of employees (Division 2)

**Finance Sector Union of Australia**

**and**

**Macaulay Community Credit Co-operative Ltd**  
(AG2005/8871)

**FINANCE SECTOR UNION/MACAULAY COMMUNITY CREDIT CO-OPERATIVE  
ENTERPRISE AGREEMENT 2005 - 2008**

Banking services

COMMISSIONER SMITH

MELBOURNE, 16 JANUARY 2006

**CERTIFICATION OF AGREEMENT**

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

This agreement shall come into force from 16 January 2006 and shall remain in force until 31 December 2008.

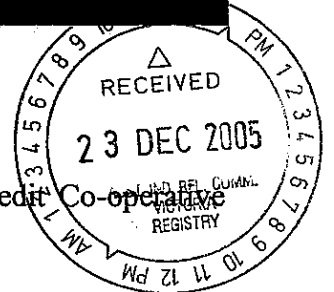
BY THE COMMISSION:

  
COMMISSIONER 

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# FINANCE SECTOR UNION/MACAULAY COMMUNITY CREDIT CO-OPERATIVE ENTERPRISE AGREEMENT 2005 - 2008



**1. TITLE**

This Agreement is the Finance Sector Union/ Macaulay Community Credit Co-operative Enterprise Agreement 2005 - 2008.

**2. ARRANGEMENT**

Clause	Subject
1.	Title
2.	Arrangement
3.	Date and Period of Operation
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19.	FSU Right of Entry
20.	FSU Representatives
21.	Professional Development

**3. DATE & PERIOD OF OPERATION**

This Agreement shall come into operation from the date of certification by the Australian Industrial Relations Commission and shall remain in force until 31<sup>st</sup> December, 2008.

**4. PARTIES BOUND**

This Agreement is between Macaulay Community Credit Co-operative Ltd, (the Credit Union), the Finance Sector Union of Australia (the Union) and employees of the Credit Union, whether members of the Union or not.

**5. SAVINGS CLAUSE**

No employee shall suffer any reduction in wages or conditions as a result of this Agreement.

**6. RELATIONSHIP TO PARENT AWARD**

This agreement shall be read in conjunction with the *Credit Union Award 1998*. All provisions of the Award as at the date of certification of this Agreement shall be deemed to be part of this Agreement. Where there is any inconsistency between this Agreement and this Award, the Agreement shall apply.

**7. NEGOTIATION OF NEXT AGREEMENT**

Discussions towards negotiating a subsequent Enterprise Agreement will commence at least three months prior to the expiration of this Agreement.

**8. DISPUTES SETTLEMENT PROCEDURE**

8.1 The following procedures shall cover the settlement of grievances and claims arising out of the employment of persons under this Agreement.

8.1.1 As soon as is practicable after the dispute or claim has arisen, the employee concerned will take up with their immediate supervisor affording them opportunity to remedy the cause of the dispute or claim.

8.1.2 Where any such attempt at settlement has failed, or where the dispute or claim is of such a nature that direct discussions between the employee and their immediate supervisor would be inappropriate, the employee shall notify the supervisor's manager or an officer designated by the Credit Union.

8.1.3 If the matter is not settled, or discussions at 8.1.2 would be inappropriate, the employee may notify a duly authorised representative of the Union or another representative of the employee's choice who, if they consider that there is some substance in the dispute or claim, shall take the matter up with the Credit Union or a representative of the Credit Union.

8.1.4 If the matter is not settled, it shall be submitted to a panel consisting of at least one representative of both the Credit Union and the Union. This panel shall examine the matter and recommend an appropriate means of resolving the issues.

8.1.5 If the matter is not settled, it shall be submitted to the Commission which shall endeavour to resolve the issue between the parties by conciliation and, where required, by arbitration.

8.2 Without prejudice to either party, work shall continue in accordance with the Award while the matters in dispute are being dealt with in accordance with this paragraph.

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

## **9. LONG SERVICE LEAVE**

- 9.1 Each employee will be entitled to 13 weeks' paid long service leave on the completion of 10 years' continuous employment with their employer, and thereafter an additional 6½ weeks' leave on completion of each subsequent 5 years of service.
- 9.2 All long service leave will be fully funded by the Credit Union.
- 9.3 An employee who has at least 8 years service but less than 10 years service at the time of the termination of their employment is terminated by their resignation, retirement, death or dismissal will be entitled to payment of their long service leave on a pro rata basis.
- 9.4 All other long service leave entitlements and procedures will be as provided for under the Victorian *Long Service Leave Act 1991*.

## **10. WAGE INCREASES & BONUSES**

- 10.1 The actual salaries of each employee will be increased during the life of this Agreement, as follows:

From the 1<sup>st</sup> December 2005 - By 3% or at least 0.5% more than CPI, whichever is the greater figure;

From the 1<sup>st</sup> December 2006 - By 3% or at least 0.5% more than CPI, whichever is the greater figure; and

From the 1<sup>st</sup> December 2006 - By 3% or at least 0.5% more than CPI, whichever is the greater figure.

- 10.2 For the purposes of this clause, **CPI** means the Australian Bureau of Statistic's All Group, Weighted Average of Eight Capital Cities, Percentage Change for the September to September Quarters.

- 10.1 In addition to the wage increases provided for in 10.1, during the life of this Agreement each employee will also be paid an annual premium, to be paid as a lump sum payment equivalent to 2 weeks' salary on the following dates:

10.2.1 1st December, 2005;

10.2.2 1st December, 2006; and

10.2.3 1<sup>st</sup> December, 2007.

## **11. HOURS OF WORK**

- 11.1 The parties recognise that the nature of Macaulay's operations requires flexibility in the hours of work.
- 11.2 The span of ordinary working hours for all employees be 7.00 a.m. and 7.00 p.m., Monday to Friday.
- 11.3 The ordinary hours of work, exclusive of meal breaks, will be reduced to 136.8 hours per four-week cycle.

- 11.4 Full time and part time employees will be entitled to 1 rostered day off for every 9 days worked. It is expected that these will be taken as they become due. The Credit Union will prepare a quarterly schedule for all RDOs, based on discussions with employees and to meet workload pressures. Any changes in the timing of the taking of RDOs due to unseen circumstances i.e. sick leave, must be by mutual agreement. However, both employees and the Credit Union expect a degree of flexibility in the timing of RDOs.
- 11.5 Hours of work will be established by mutual agreement in writing for each employee and will be referred to as the agreed scheduled hours.
- 11.6 In establishing agreed scheduled hours the parties will take into consideration the business needs of the workplace and the preference of employees in the workplace. In the event of dispute regarding the scheduled hours of an employee, either party may refer to the Dispute Settlement Procedure in this Agreement.

## **12. PART TIME EMPLOYMENT**

- 12.1 A part time employee may be engaged to work regular days or regular hours per fortnight which shall be less than the full-time ordinary hours of work.
- 12.2 A part time employee will be employed for a minimum 16 hours per fortnight and each engagement will not be for less than 3 hours.
- 12.3 A part time employees will be paid at an hourly rate equal to 0.0293% of the weekly rate prescribed for the class of work performed.
- 12.4 Part time employees may, by mutual agreement, have their agreed regular hours of work varied to include engagements of up to the full time hours of work per fortnight.
- 12.5 Where a part time employee agrees, and works, hours additional to their agreed regular hours of work and, where there is less than 48 hours notice of the change of hours, the employee shall have the option of being paid either:
- 12.5.1 loading for all additional hours; or
  - 12.5.2 ordinary time rate of pay for all hours up to full time hours, plus all such hours worked attracting accruals of leave.
- 12.6 Where more than 48 hours notice is given to an employee, only subclause 12.5.2 shall apply.
- 12.7 For all time worked in excess of the full time ordinary hours of work in anyone fortnight, employees shall be paid as provided in accordance with the overtime clause.
- 12.8 The Credit Union may seek to vary, by increasing or reducing, a part time employee's agreed regular hours of work at any time to meet operational requirements. Any variation to agreed regular hours of work will be by mutual agreement.
- 12.9 Where agreement cannot be reached for such change to the regular hours of work, the Credit Union may:
- 12.9.1 offer the change to another employee; or

12.9.2 not make the change in regular hours; or

12.9.3 inform the employee that his/her hours may be varied at the expiration of four weeks' written notice.

12.10 The Credit Union shall not in any way disadvantage a part time employees who gives a just reason for not wanting to vary their permanent rostered hours.

12.11 The Credit Union will be entitled to employ the number of part time employees that meets the operational needs of the Credit Union. It is not intended as a consequence that full time positions be replaced by part time positions.

### **13. CASUAL EMPLOYMENT**

13.1 A casual employee shall mean an employee who is engaged and paid as such.

13.2 Such employee shall be paid 0.0293% of the appropriate rate plus 25%.

13.3 The casual loading herein prescribed shall be made in lieu of annual leave, public holidays, sick leave, bereavement leave and jury service.

13.4 The Credit Union may employ casual employees to meet the short term operational requirements of the Credit Union.

13.5 Casual employees will be engaged to work a minimum of three hours unless mutually agreed between the Credit Union and the employee without coercion.

13.6 Any dispute in relation to hours of work may be referred to the Dispute Procedure at anytime by either party.

### **14. MEAL BREAKS**

14.1 Each employee is entitled to a 30 minute unpaid lunch break.

14.2 Each employee is entitled to 10 minute paid breaks for morning and afternoon tea.

### **15. PARENTAL LEAVE**

15.1 Parental leave embraces provisions known as maternity, paternity and adoption leave. Staff members shall be entitled to 52 weeks of unpaid leave as per the Award.

15.2 In addition to the entitlements of the parental leave provisions in the Award, an employee who is the primary care giver of a child shall be entitled to six weeks paid leave per pregnancy.

### **16. FAMILY/EMERGENCY LEAVE**

16.1 As provided for in clause 10.6 of the Award, employees' basic entitlements to personal/carer's leave i.e. personal sick leave, carer's leave (or family leave) and bereavement leave are as follows:

### 16.1.1 Amount of paid Personal/Carer's Leave

An employee is entitled to the following amount of paid personal/carers' leave:

- 16.1.1(a) 8 days plus 2 days per occasion bereavement leave in the first year of service; and
- 16.1.1(b) 10 days plus 2 days per occasion bereavement leave in the second and subsequent years of service.
- 16.1.1(c) Paid personal/carers' leave is available to an employee when they are absent due to :
  - 16.1.1(c)(i) personal illness or injury (sick leave); or
  - 16.1.1(c)(ii) 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
  - 10.6.1(b)(iv) because of bereavement on the death of a member of their immediate family or household (bereavement leave).

16.1.2 However, in order to better assist employees who have family responsibilities, the Credit Union has agreed to introduce a number of family-friendly initiatives concerning the use of personal carer's leave, personal sick leave, personal emergency leave and annual leave by employees to manage family emergencies and illness.

For the purposes of this clause, **family member** means a member of the employee's household or immediate family, including a child, partner, parent or dependent of the employee. The employee must have responsibility for the care of the ill family member to access this leave.

### 16.2 Family Sick Leave

- 16.2.1 An employee may use their accrued personal sick leave entitlements to care for family members who are ill, or who require medical attention, or to take them to a medical appointment.
- 16.2.2 An employee may use as many hours or days as is necessary for family illness, as long as the total time taken does not exceed the amount of personal sick leave the employee has accrued at any time. Employees should also ensure their leave is managed in such a way as to ensure that they have sufficient sick leave entitlements any absences necessitated by their own illness.
- 16.2.3 Employees should notify their manager as soon as possible if family/sick leave is to be taken.
- 16.2.4 As provided for under the Award, an employee may take up to 4 single days sick leave in any one year without producing a medical certificate. However, a medical certificate may be required for all absences in excess of 2 consecutive days.

16.2.5 The 4 single days provision detailed in 16.2.4 also applies when sick leave is taken to care for family members. All leave taken to care for a family member of more than 1 day must be supported by satisfactory evidence e.g. a medical certificate, doctor's referral, etc. and the reason for the absence specified on the employee's leave form.

### **16.3 Annual Leave**

16.3.1 With the agreement of their manager, an employee may take annual leave to care for family members who are ill, or who require medical attention, or to take them to a medical appointment.

16.3.2 Annual leave may be taken in single day periods not exceeding 5 in any calendar year.

16.3.3 Where possible the employee should provide their manager with prior notice of the absence, the reason for taking the annual leave and an estimate of the likely duration. Where it is not possible to give prior notice, the employee will notify their manager as early as possible on the day of their absence.

### **16.4 Family Illness or Incapacity Whilst on Leave**

16.4.1 Where an employee who is on annual leave is required to care for a family member who is ill for 5 days or more during that leave, the period of annual leave may be reinstated and be deducted from the employee's sick leave entitlement instead. This will only apply where the illness or incapacity of the family member is supported by a medical certificate, and the employee has a sufficient sick leave entitlement.

### **16.5 Personal Emergency Leave**

16.5.1 An employee will be entitled to an extra 5 days paid leave per annum which may be used in the event of :

- the death of a close relative or friend;
- illness of their child, partner, parent or other dependent of the employee;
- the unforeseen absence of a child's carer or the unforeseen closure of a child's school;  
or
- other personal emergency.

16.5.2 The additional 5 days paid leave may be used for the above purposes only. Personal Emergency Leave cannot be used where an employee is absent due to their own illness or injury.

16.5.3 Personal Emergency Leave may be taken as full days or part days.

16.5.4 Personal Emergency Leave does not accumulate, nor is it paid out upon termination.

16.5.5 Where possible an employee will provide their manager with prior notice of the absence, the reason for taking the leave, and an estimate of the duration of their absence. Where prior notice is not possible, the employee must notify their manager as early as possible on the day of the absence.



16.5.6 All absences relating to the illness of a family member of more than 1 day must be supported by a medical certificate or other satisfactory evidence.

16.5.7 Absences relating to a child's school or childcare arrangements must be accompanied by a notice from the relevant school or body explaining the nature of the emergency situation.

## 17. REDUNDANCY, REDEPLOYMENT AND RETRENCHMENT

17.1 Where the work being performed by an employee (or the major part of it) is no longer required to be done in that location as a result of re-organisation, changed business practice, technological change or a down turn in business, the position will be declared redundant by the Credit Union, and the provisions of subclauses 17.3 to 17.13 shall apply.

17.2 Where there is a transmission of the Credit Union's business through a merger with, or takeover by, another Credit Union, the provisions of subclauses 17.14 to 17.16 shall apply.

17.3 When change is being introduced, the Credit Union is committed to avoiding, wherever possible, compulsory retrenchments.

17.4 Where a number of positions in the workplace or in a particular employment category are to be made redundant in accordance with subclause 17.1, the Credit Union may select from those employees who have expressed interest in retrenchment. This provision will not diminish the Credit Union's right to select employees for retrenchment.

17.5 Where a position has been declared redundant, the Credit Union will explore all reasonable alternatives for continuing employment for the incumbent employee including, but not necessarily limited to, redeployment to comparable positions, retraining, limited recruitment and employee attrition.

17.6 For the purposes of this Agreement **comparable position** means 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 the employee's skills, experience and ability, and which is at the same location or at another location which is within a reasonable travelling distance.

17.7 Employees who are to be retrenched will be given the maximum length of notice possible and will be advised of the effective date. No employee will receive less than 6 weeks notice of retrenchment, or at the Credit Union's election, payment in lieu of notice.

17.8 Should an employee who has been given formal notice of retrenchment elect to leave the Credit Union's employment prior to the effective date, they will receive all of their severance payments, except notice given by the Credit Union but not worked.

17.9 Severance payments will be made on the following basis:

17.9.1 7 weeks salary for the first full year of service, or pro-rata for those employees with less than 1 full year of service;

17.9.2 3 weeks salary for each subsequent year of continuous service;

- 17.9.3 plus a pro rata payment for each completed month if service in the final year of service.
- 17.9.4 The maximum entitlement payable under severance payment will be 90 weeks salary.
- 17.10 Any employee who has transferred from full time to part time employment or vice versa, will have their severance payment based on the pro rata time actually worked in each mode. The employee's current salary rate will be the basis of the payment calculation.
- 17.11 Long Service Leave on a pro rata basis will be paid to all redundant employees who have completed a minimum of 5 years continuous service.
- 17.12 In addition to all severance payments, an employee made redundant may continue existing concessional employee benefits on all Credit Union loans for a period of 9 months from the date of employment termination. Any concessional interest rate changes that occur during the 9 month period will be applied.
- 17.13 The Credit Union will allow time off for up to 1 day with full pay to employees who have been served notice of redundancy for the purpose of seeking alternative employment.
- 17.14 Where the business of the Credit Union is transmitted to another Credit Union through a merger or takeover, employees of Macaulay Community Credit Co-operative shall be offered suitable continuing employment by the new employer.
- 17.15 An employee offered suitable continuing employment by the new employer may refuse the offer and elect to be retrenched. In such cases, employees will be entitled to a severance payment as prescribed under this clause.

## 18. HIGHER DUTIES

Where an employee is authorised to relieve in a higher grade position for a minimum of five consecutive working days, the employee shall be paid the rate of the higher position grade for each day on which they occupy that position.

## 19. FSU RIGHT OF ENTRY

An FSU employee or office-bearer holding a permit issued by the Industrial registrar pursuant to section 285A of the *Workplace Relations Act 1996* may enter the Credit Union premises at any time during working hours to:

- inspect work, material, machinery, appliances, articles, documents or other things, and
- interview any employee who is either an FSU member or is eligible to be a member about any matter relating to their employment. The FSU employee or office-bearer:
  - will not hinder or obstruct an employee's work during working hours.
  - must produce, on request from the Credit Union, their Permit.

## **20. FSU REPRESENTATIVES**

- 20.1 The FSU Branch Secretary will advise the Credit Union in writing when one or more members have been appointed to act as FSU Representatives in the Credit Union workplaces. The Credit Union will recognise these representatives, and allow them reasonable time during working hours for such purposes as holding discussions with other FSU members on matters relating to their employment.
- 20.2 At all times, the representative will ensure that, within reason, there is no disruption or hindrance to an employee/ member's work being performed, including their own work.
- 20.3 With the prior approval of the Credit Union and at a place decided by the Credit Union, an FSU representative can spend a reasonable period of time during working hours to talk with FSU officials workplace matters.
- 20.4 Appointment as an FSU representative remains in force while the employee is employed at the Workplace, unless the authority is rescinded by the FSU.

## **21. PROFESSIONAL DEVELOPMENT**

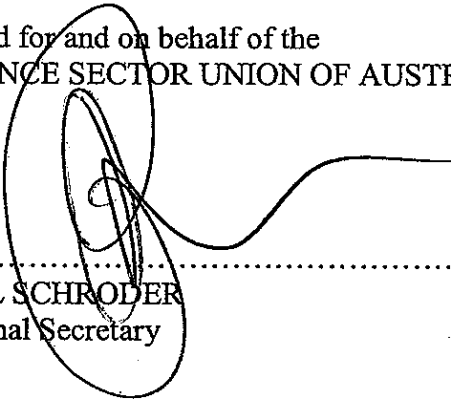
- 21.1 The Credit Union is committed to not only ensuring employees are adequately skilled to perform their current roles, but also to increasing the value and productivity of its team members, giving them the opportunity to extend their skills and knowledge to equip them for changing role responsibilities.
- 21.2 As part of this commitment to provide all employees with continual learning opportunities, the Credit Union will provide learning time for relevant courses which will assist in the employee's present role and equip them to develop their careers.
- 21.3 The Credit Union will provide adequate skilling to ensure employees are equipped to undertake their current roles. This skilling can be delivered through a mixture of traditional classroom coaching and on-the-job training.
- 21.4 To ensure employees are supported in their skilling requirements, a professional development action plan will be incorporated into the PDR as agreed by their manager. This plan will detail a program for increasing competence and/or broadening experience.
- 21.5 The Credit Union will pay for attendance at appropriate conferences or professional development programs to ensure that employees remain up to date on issues relevant to their roles and the Credit Union's business.
- 21.6 Where skilling results in improved performance, this will be recognised and rewarded by the Credit Union.
- 21.7 Full time and part time employees are eligible for study leave for external courses, part timers on a pr rata basis. Manager's approval must be obtained prior to the commencement of the course.
- 21.8 Study leave applies to any course which may be relevant to the employee's current position or future career. This includes courses for:
  - a university degree

- TAFE certificate/diploma
- Other post-secondary courses offered by recognised educational institutions
- Specific shorter term courses
- Post graduate courses.

21.9 One day of study leave will be provided for each subject per semester, up to a maximum of 3 days per semester.

21.10 Time off will be permitted to attend any exams falling within an individual's normal working hours.

Signed for and on behalf of the  
FINANCE SECTOR UNION OF AUSTRALIA



.....  
PAUL SCHRODER  
National Secretary

22.12.05  
.....  
Date

Signed for and on behalf of  
MACAULAY COMMUNITY CREDIT CO-OPERATIVE



.....  
GREG GILHAM  
Executive Director

.....  
Date