



NSW TEACHERS CREDIT UNION ENTERPRISE
AGREEMENT

TITLE

This Agreement is the NSW Teachers Credit Union Enterprise
Agreement 2009

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1. SCOPE AND APPLICATION OF AGREEMENT

- (a) This Agreement represents the consolidation of wages and conditions of employment for the employees covered by this Agreement. This Agreement constitutes the entire agreement between the parties as to its subject matter and supersedes all prior representations and agreements in connection with that subject matter.
- (b) This Agreement should be read in conjunction with the National Employment Standards (NES) provided that to the extent of any inconsistencies this Agreement will apply.
- (c) This Agreement replaces the FSU/NSW Teachers Credit Union Workplace Agreement 2006.

2. AGREEMENT COVERAGE

This Agreement shall cover

NSW Teachers Credit Union Ltd (the Credit Union) and

Employees of the Credit Union, up to and including Grade 5.

3. DATE AND PERIOD OF OPERATION

This Agreement shall operate from 7 days after the date of approval by Fair Work Australia and will remain in force until 30th June 2012.

4. SALARY BANDS

Salary bands will remain as outlined below for the first year of this Agreement. The top of each band will increase by 2.5% effective the first full pay period after 1st July 2010 and 2011. These bands will also increase by any salary increase paid in relation to the Credit Union's performance as outlined in clause 4(b) during the term of this Agreement.

- (a) Adult rates of pay

Grade	Base	Top
1	\$37,310	\$41,456
Lower 2	\$39,749	\$44,803
Upper 2	\$44,831	\$49,989
Lower 3	\$50,083	\$53,245

Upper 3	\$51,106	\$55,217
Lower 4	\$54,058	\$57,846
Upper 4	\$57,920	\$65,734
Lower 5	\$62,006	\$74,937
Upper 5	\$73,623	\$85,454

(b)

Net Profit after Tax	Salary Increase Payable
=> 0.8%	0.5%
=> 0.9%	1.0%
=> 1.0%	1.5%

5. SALARY INCREASES

Employees will be entitled to a 2.5% salary increase effective the first full pay period after the 1st of July 2009, 2010 and 2011. Any increase that takes an employee's salary over the top of the grade, as it applies at that time, will be paid as a bonus. In addition, for each year of the agreement, salary increases will be paid based on the credit union's performance as per clause 4(b) above. Any increase paid as a result of the Credit Union's performance will be effective the first full pay period after audit sign-off of the Credit Union's financial results each year.

6. PERFORMANCE INCREASES

- (a) Annual performance reviews will be conducted for all employees each year between March and May. In addition to the salary increases outlined above employees who receive a rating of 2.8 or above as a result of their annual performance review will be entitled to a performance bonus. The total amount to be distributed each year will be as outlined below.
- ½ % of total salary pool effective the first full pay period after 1st June 2010
 - ½ % of total salary pool effective the first full pay period after 1st June 2011
 - ½ % of total salary pool effective the first full pay period after 1st June 2012.
- (b) Employees who receive a rating of 2.8 or above and have been in their positions for a period of less than 12 months may be paid a pro rata performance increase for each completed month in the role.

- (c) Salary anomalies may be adjusted throughout the term of this Agreement with the Chief Executive's approval provided the employee is not disadvantaged.

7. JUNIOR RATES OF PAY

Employees under the age of 21 may be employed in Grade 1 and Grade 2 roles and, as a minimum, will be entitled to a percentage of the applicable adult base rate applicable to that grade as set out in the table below:

At 17 years	60%
At 18 years	70%
At 19 years	80%
At 20 years	90%

8. TRAINEE SALARIES

Trainee salaries will increase by 2.5% for each year of the Agreement provided that they are always equal to or greater than the relevant salary as outlined in the State Training Wage Award as amended from time to time.

Effective first full pay period after 1st July 2009

School Leaver (Yr 12)	\$18,410
Plus 1 year out of school	\$21,364
Plus 2 years out of school	\$24,882
Plus 3 years out of school	\$28,463
Plus 4 years out of school	\$28,463
Plus 5 years out of school	\$28,463

Effective first full pay period after 1st July 2010

School Leaver	\$18,870
Plus 1 year out of school	\$21,898
Plus 2 years out of school	\$25,504
Plus 3 years out of school	\$29,175
Plus 4 years out of school	\$29,175
Plus 5 years out of school	\$29,175

Effective first full pay period after 1st July 2011

School Leaver	\$19,341
Plus 1 year out of school	\$22,538
Plus 2 years out of school	\$26,142
Plus 3 years out of school	\$29,904

Plus 4 years out of school	\$29,904
Plus 5 years out of school	\$29,904

9. **WORKING HOURS**

- (a) The maximum ordinary hours of work for a full-time employee excluding meal breaks are 10 hours per day or 70 hours per fortnight excluding time worked towards accruing RDO's.
- (b) Ordinary hours are reduced by the employee's normal rostered hours per day for each full day not worked because of:
 - statutory, gazetted or proclaimed public holidays
 - sick leave
 - other authorised leave
 - a rostered day off (RDO)
- (c) The span of ordinary hours of work is between 7.00 am and 9.00 pm Monday to Saturday.
- (d) Where mutually agreed an arrangement may be made to work outside the span of ordinary hours provided such arrangement meets the operational needs of the Credit Union as well as the personal needs of the employee.
- (e) Arrangements for Saturday working hours will be freely agreed between each employee and their Manager, following full and open, non-coercive discussion between the parties. These discussions will take into account the personal, family and financial needs of the employee and the business needs of TCU. In the event of agreement not being reached, the matter may be resolved in accordance with the Dispute Resolution Procedure of this Agreement.
- (f) Working hours will be arranged over a maximum of 5 days per week, except where an employee reaches agreement with their Manager to arrange their hours over 6 days per week.
- (g) Meal breaks shall be between 30 minutes and 1 hour duration, as mutually agreed. An employee shall not be called upon to work in excess of 5 hours without a meal break except where the daily hours to be worked are 6 hours or less and the employee applies to work for that extended period without such a break and the Credit Union agrees. Provided further that in emergency circumstances a meal break may be deferred by mutual agreement.

- (h) Permanent full-time employees will be paid a minimum of four hours for each start.

10. ROSTERED DAYS OFF (RDO's)

- (a) Full-time employees up to and including Grade 4 are entitled to one RDO after working 7 hours and 21 minutes per day for 20 days (i.e. accruing 21 minutes per day for 20 working days).
- (b) Upon consultation, and in agreement with their supervisor, an employee may accumulate up to 3 RDO's. These may be taken, on approval, either as single days or as a block.
- (c) Department managers may direct that RDO's are not taken during school holidays. If so directed, affected employees will have the ability to take foregone RDO's at other times of the year.
- (d) An employee may request to have RDO's paid out at the rate of single time with the prior approval of their supervisor/manager.
- (e) An employee must organise actual absences in advance with their supervisor/manager. Absences for Jury Service count as time worked.

11. ROSTERING ARRANGEMENTS

The following process of setting and varying employees' hours is intended to promote harmony between the business needs of the Credit Union and the personal needs of individual employees. The emphasis is on reaching agreement between TCU and employees.

- (a) Each employee will mutually agree with their supervisor/manager, the number of hours they will work and the times at which they will work, within the parameters of clause 9 above.
- (b) Each employee's roster will be designed to satisfy the business requirements of the Credit Union, while accommodating each employee's personal, financial and family needs.
- (c) Where mutual agreement cannot be reached between an employee and his/her manager, the matter may be resolved in accordance with the Dispute Resolution Procedure of this Agreement.
- (d) One option, which may be considered when trying to accommodate both the operational requirements of the Credit

Union and the personal needs of the individual employee, is a transfer. All transfers will be in accordance with the Staff Transfer Clause of this Agreement.

12. OVERTIME

(a) Full-time employees (excluding Grade 5 employees) will be paid overtime at the rate of time and one half for the first three hours and double time thereafter, calculated on a daily basis, if they work the following times with the approval of their Supervisor:

- (i) more than their normal rostered hours in a day
- (ii) outside the span of 7.00 am to 9.00 pm Monday to Saturday

An employee is not entitled to include time worked as defined in (i) above in a claim under (ii) so as to receive two payments in respect of the time worked.

- (b) All work performed on a Sunday will be paid at double time.
- (c) An employee working overtime will be allowed a 20 minute paid rest break once the employee has worked five hours since the last rest break.
- (d) Meal breaks may be extended by mutual agreement to a period not exceeding one hour provided that any time taken in excess of the paid break determined by this clause will be unpaid.
- (e) An employee working approved overtime will be paid a meal allowance if working one hour beyond their rostered finishing time.
- (f) An employee may elect, with the consent of their Supervisor, to take time off in lieu of payment for overtime at a time or times agreed. Overtime taken as time off during ordinary time hours shall be taken at the ordinary time rate; that is one hour for each hour worked as overtime.
- (g) The minimum payment for overtime worked on a day that is not an employee's normal working day will be two hours at overtime rates.
- (h) The Credit Union may require any employee to work reasonable overtime at overtime rates and such employee shall work overtime in accordance with such requirement. The Credit Union will provide at least 24 hours notice when overtime is required to be worked. In exceptional circumstances this period may be less with the mutual agreement of the employee.

13. ALLOWANCES

The allowances outlined below will be increased by 2.5% on 1 July 2010 and 1 July 2011.

(a) Travel Allowance

- (i) When an employee is requested by the Credit Union to perform work, in the course of their duty, and as a result is required to go to any place away from their usual place of employment they shall be paid all reasonable expenses actually incurred.
- (ii) When an employee, in the course of their duty, is required other than in ordinary working hours to go to any place away from their usual place of employment, they shall be paid all reasonable expenses actually incurred and in addition shall be paid at the ordinary rate for half of any time occupied in travelling outside ordinary working hours which is in excess of the time normally occupied by them in travelling from their home to the usual place of employment. When an employee is being paid overtime for the time spent travelling, no extra payment shall be made.
- (iii) Any employee required to provide a motor vehicle as a condition of their employment shall be paid an allowance of \$0.61 cents per kilometre travelled.

(b) Standby and Call-Back Allowance

- (i) An employee required to be available by roster for standby to perform work outside their ordinary working hours shall be paid a standby payment at the following rate:

Monday to Friday inclusive	\$13.57 per day
Saturday, Sundays and public holidays	\$27.72 per day
- (ii) An employee who is formally rostered to standby and is recalled to work shall be paid in accordance with the provisions of Clause 12 Overtime of this Agreement. For the purpose of assessing the duration of the call-out, time spent on the journey from home to work and from work to home by the most direct route shall be included. The minimum payment for work performed under this clause shall be two hours at the appropriate overtime rate.
- (iii) An employee who is not formally rostered to standby but is recalled to work shall be paid in accordance with the provision of Clause 12 Overtime of this Agreement and

shall be entitled to a minimum payment of 2 hours at the appropriate overtime rate. For the purposes of assessing the duration of the call-out, time spent on the journey from home to work and from work to home by the most direct route shall be included.

(c) First Aid Allowance

The Credit Union will appoint a certified first aid officer at each office. Occupational First Aid Officers will be paid a first aid allowance of \$11.81 per week.

(d) Meal Allowance

An employee shall be paid a meal allowance of \$12.86, or provided with a suitable meal after working a minimum of one hour overtime and a further allowance of \$10.60 shall be paid if the overtime actually exceeds 5.5 hours.

(e) Broadband Allowance

An employee required to have internet access to perform work at home will be provided with a fortnightly post-tax allowance of \$15.00.

14A. PUBLIC HOLIDAYS

- (1) An employee is entitled to be absent from his or her employment on a day or part-day that is a public holiday in the place where the employee is based for work purposes.
- (2) However, the credit union may request an employee to work on a public holiday if the request is reasonable.
- (3) If the credit union requests an employee to work on a public holiday, the employee may refuse the request if:
 - (a) the request is not reasonable; or
 - (b) the refusal is reasonable.
- (4) In determining whether a request, or a refusal of a request, to work on a public holiday is reasonable, the following must be taken into account:
 - (a) the operational requirements of the credit union and the nature of the work performed by the employee;
 - (b) the employee's personal circumstances, including family responsibilities;
 - (c) whether the employee could reasonably expect that the credit union might request work on the public holiday;

- (d) whether the employee is entitled to receive overtime payments, penalty rates or other compensation for, or a level of remuneration that reflects an expectation of, work on the public holiday;
- (e) the type of employment of the employee (for example, whether full-time, part-time, casual or shiftwork);
- (f) the amount of notice in advance of the public holiday given by the credit union when making the request;
- (g) in relation to the refusal of a request—the amount of notice in advance of the public holiday given by the employee when refusing the request;
- (h) any other relevant matter.

14B. MEANING OF PUBLIC HOLIDAY

(1) The following are public holidays:

- (a) each of these days:
 - (i) 1 January (New Year's Day);
 - (ii) 26 January (Australia Day);
 - (iii) Good Friday;
 - (iv) (Easter Monday;
 - (v) 25 April (Anzac Day);
 - (vi) (the Queen's birthday holiday (on the day on which it is celebrated in a State or Territory or a region of a State or Territory);
 - (vii) 25 December (Christmas Day);
 - (viii) 26 December (Boxing Day);
- (b) any other day, or part-day, declared or prescribed by or under a law of a State or Territory to be observed generally within the State or Territory, or a region of the State or Territory, as a public holiday, other than a day or part-day, or a kind of day or part-day, that is excluded by the regulations from counting as a public holiday.

- (2) If, under (or in accordance with a procedure under) a law of a State or Territory, a day or part-day is substituted for a day or part-day that would otherwise be a public holiday because of subsection (1), then the substituted day or part-day is the public holiday.

(3) Payment for absence on public holiday

If, in accordance with this Division, an employee is absent from his or her employment on a day or part-day that is a public holiday, the employer must pay the employee at the employee's base rate of pay for the employee's ordinary hours of work on the day or part-day.

(4) Payment for working on a public holiday

For work done on any of the holidays referred to above double time shall be paid except for Christmas Day and Good Friday when double time and a half shall be paid. In all cases a minimum payment of four hours at overtime rates will be payable provided the employee is available to work for four hours.

15. SHIFT LOADINGS

- (a) Employees who work until at least 7.00 pm on any day between Monday to Saturday as part of their normal scheduled working hours will be paid a loading of 7.5% for all hours worked.
- (b) Shift loadings will not be paid to staff when on Annual, Long Service or Paid Parental leave.
- (c) This clause does not apply to IT staff, Business Development Officers or Mobile Lenders.

16. ADDITIONAL EMPLOYER SUPERANNUATION CONTRIBUTIONS

- (a) In addition to the 9% superannuation guarantee contribution that is payable by the Credit Union to all employees employed under this Agreement, the Credit Union will contribute an additional amount towards superannuation on a co-contribution dollar for dollar basis.
- (b) To be eligible for this additional contribution employees must pay personal superannuation contributions from their salary.
- (c) The maximum amount payable under this clause will be 3%.

17. SALARY SACRIFICING FOR SUPERANNUATION

- (a) All employees employed under this agreement have the option to sacrifice part of their salary for superannuation purposes. This

means you can pay any personal contribution to superannuation from your gross salary. The principle purpose of salary sacrificing is to restructure the way you receive your salary to suit your individual needs and potentially maximise your take home pay. The Credit Union urges all employees considering salary sacrificing to seek independent financial advice.

- (b) Salary sacrificing will not reduce an employee's salary for the purpose of superannuation, severance and termination payments and for the calculation of allowances, penalty rates and overtime.

18. PART-TIME EMPLOYEES

- (a) A part-time employee is any employee working less than 70 hours per fortnight. A part-time employee will work regular days and regular hours. Upon commencement of employment with TCU part-time employees will have their regular days and hours of work outlined in writing. A part-time employee will be paid for ordinary hours worked at the rate of 1/35 of the weekly rate prescribed for the work performed.
- (b) A part-time employee may be required from time to time to work additional hours in order to undertake compulsory training. Such training which is conducted outside a part-time employee's regular hours of work will be paid at overtime rates in accordance with Clause 12 of this Agreement. Adequate notice will be provided in order for arrangements to be made.
- (c) Any additional hours worked during the normal span of hours as outlined in Clause 9(c), to meet the operational needs of the Credit Union will be by mutual agreement. Additional hours less than a total of 70 per fortnight will be paid at normal rates and attract additional leave accruals. Hours worked in excess of 70 per fortnight will be paid for at overtime rates in accordance with Clause 12.
- (d) Part time employees will accrue leave entitlements and uniform allowances on a pro rata basis.

19. CASUALS

- (a) Casual employees may be engaged in peak work periods provided that they are paid a minimum of two hours for each start. Casual employees will be paid an hourly rate of 1/35 of the applicable TCU grade for the job they are employed to perform, plus the following appropriate additional loading in lieu of annual leave, public holidays, sick/carers leave and jury service.
 - (i) 25% for work performed Monday to Saturday
 - (ii) 100% for work performed on Sundays and Public Holidays

- (b) Casual employees will be paid fortnightly on the designated TCU payday or on their last day of engagement whichever applies.

20. RETRENCHMENT

- (a) The Credit Union may retrench employees from time to time when the position they occupy is no longer required. In addition to all monies due in relation to outstanding leave entitlements these employees will be entitled to the following:
 - (i) 5 weeks pay for the first year of service
 - (ii) in addition to (i) above 2 weeks pay for each year of service between two and five years
 - (iii) In addition to (i) and (ii) above 2.5 weeks pay for each year of service between five and 10 years
- (b) The above scale does not apply to employees with more than 10 years service in which case 3 weeks pay for every year of service will apply.
- (c) The notice provisions outlined in Section 117 of the Fair Work Act 2009 will apply in cases of retrenchment.
- (d) The maximum payment under this clause shall be 52 weeks.
- (e) This payment shall be calculated on a pro-rata basis for completed months of continuous service with the Credit Union.

21. HIGHER DUTIES

- (a) An employee required to relieve in a Team Leader, Supervisor or Management role for a period of at least 5 consecutive working days will be entitled to a Higher Duties allowance as detailed below. Public holidays that fall within the higher duties period will be recognised as working days in relation to this entitlement. The Executive Manager Employee Relations may approve higher duties in other special circumstances.

Position	Allowance
Team Leader	\$50 per week
Supervisor	\$100 per week
Manager	\$200 per week

- (b) Any period of acting in a lower grade position will not result in a decrease in salary.

22. PERSONAL/CARERS LEAVE AND COMPASSIONATE LEAVE

Personal/carers leave and compassionate leave shall apply in accordance with relevant Federal legislation. In addition the following provisions shall apply.

- (a) A full-time employee shall be entitled to 14 days paid personal/carer's leave per annum.
- (b) The entitlement in (i) above may be utilised as sick leave and/or carer's leave, however no more than 20 days may be utilised as Paid Carer's leave in any 12 month period.
- (c) Any period of unused Personal/Carer's leave will accumulate each year.
- (d) An employee is entitled to a period of up to 3 days compassionate leave after the death of a member of the employee's immediate family or a member of the employee's household which includes bereavement leave to attend the funeral.
- (e) An employee is entitled to a period of up to one day's bereavement leave to attend the funeral of a close friend or relative not defined as "immediate family". This leave may be extended to two days where distance or other special circumstances reasonably justify. Approval must be sought in advance from the Executive Manager Employee Relations for such extension.

The Chief Executive may grant additional personal leave under this clause, either paid or unpaid.

23. PERSONAL LEAVE PAYOUT OPTION

- (a) Employees who take less than 3 days Personal/Carer's leave in a year have the option to be paid out to a maximum of 3 days on the following basis:

Leave Taken	Maximum Pay Out	Carry Forward
0 days	3 days	11 days
1 day	2 days	11 days
2 days	1 day	11 days
3 days	0 days	11 days

- (b) An employee may only elect to cash out Personal/Carer's leave provided that:
 - (i) Paid Personal/Carer's leave must not be cashed out if the cashing out would result in the employee's remaining accrued entitlement to paid Personal/Carer's leave being less than 15 days; and.
 - (ii) Each cashing out of a particular amount of paid Personal/Carer's leave must be by a separate agreement in writing between the Credit Union and the employee.
 - (iii) The employee must be paid at least the full amount that would have been payable to the employee had the employee taken the leave that the employee has forgone.
- (c) Sick leave year will be from anniversary date to anniversary date. Employees will be advised in writing of maximum payout available.

24. LONG SERVICE LEAVE

(a) Employment prior to 21st October 1996

Employees who commenced employment prior to 21st October 1996 will be entitled to long service leave as follows:

- (i) An employee who has completed 10 years continuous service with the Credit Union will be entitled to 13 weeks long service leave.
- (ii) After an employee has completed 10 years service, long service leave will accrue at the rate of 6.5 days for each subsequent full 6 months of service.
- (iii) Except in extraordinary circumstances, an employee is required to give three months notice when applying for long service leave. The minimum period taken will be one week.
- (iv) Where an employee has completed between five and ten years service and the employee leaves the Credit Union or where an employee's service is terminated by the employer for reasons other than serious or wilful misconduct, pro rata long service leave will be paid at the rate of 6.5 days for each full year of service.

(b) Employment after 21st October 1996

Employees who commenced employment after 21st October 1996 will be entitled to long service leave as follows:

- (i) An employee who has completed 10 years continuous service with the Credit Union will be entitled to 13 weeks long service leave.
- (ii) After an employee has completed 10 years service, long service leave will accrue at the rate of 6.5 days for each subsequent full year of service.
- (iii) Except in extraordinary circumstances, an employee is required to give three months notice when applying for long service leave. The minimum period taken will be one week.
- (iv) Where an employee has completed between five and ten years service and the employee leaves the Credit Union or where an employee's service is terminated by the employer for reasons other than serious or wilful misconduct, pro rata long service leave will be paid at the rate of 6.5 days for each full year of service.

25. LONG SERVICE LEAVE PAYOUT OPTION

- (a) Employees who have more than ten (10) years service can, at their written request, elect to have their long service leave paid out without the need to take leave.
- (b) The minimum amount to be paid out under this clause will be one week.

26. LEAVE WITHOUT PAY (LWOP)

- (a) LWOP may be granted by the Chief Executive if all Annual Leave and Long Service Leave entitlements have been utilised. It is acknowledged that for the purposes of this sub-clause, Sick/Carer's leave without pay (SCLWOP) does not require annual leave and LSL to be utilised first or the approval of the Chief Executive.
- (b) If an employee takes LWOP or SCLWOP all pro-rata entitlements to annual leave, personal sick/carers leave, uniform allowance and company-funded superannuation contributions will cease for the period of that LWOP or SCLWOP.

27. STUDY LEAVE

- (a) The Credit Union aims to encourage employees to develop their skills and knowledge by providing assistance for approved studies that are considered of value to both the employee and the Credit Union.
- (b) The types of study covered by this policy include certificates, diplomas, undergraduate courses, postgraduate courses and courses required to gain professional standing, e.g. CPA. Only those courses that provide employees with a formal qualification on completion will be considered for study assistance.
- (c) Applications for study assistance must be submitted to the HR Manager and include an outline of the purpose of the study, cost and benefits anticipated and expected time commitments.
- (d) Proposed courses of study must be relevant to the employee's current role or considered by executive management as essential for succession planning. The proposed period and timing of the study must not adversely impact the operational needs of the Credit Union. The overall potential cost of the study assistance will be considered in relation to the likely benefits to the Credit Union. Details of assistance are outlined in the Credit Union's Study Assistance Policy.

28. ANNUAL LEAVE

Annual leave shall apply in accordance with relevant Federal legislation. In addition the following provisions shall apply.

- (a) Annual leave shall be taken subject to the Credit Union's approval either when it falls due or within the following 12 months period. Leave requests will not unreasonably be refused. In the event of an entitlement becoming due and leave not being granted, the deferment by the employer shall not extend for more than 6 calendar months beyond the due date provided that this may be varied by mutual agreement in writing between the employer and the employee.
- (b) Annual Leave applications must be submitted at least four weeks prior to the proposed date of leave. No holiday arrangements should be made until approval is received.
- (c) Employees with accrued leave greater than four weeks who wish to take annual leave greater than four weeks should discuss their application with their Supervisor at least three months prior to the proposed leave date.

29. ANNUAL LEAVE LOADING

- (a) In addition to the amount of ordinary time rates payable to an employee, an employee will receive leave loading of 17.5% on the amount of salary payable.
- (b) The annual leave loading prescribed in this clause shall apply to proportionate payment of leave on termination of employment where a full year's leave entitlement has accrued but has not been taken. Where a full years' leave has not accrued there shall be no entitlement to leave loading.
- (c) If an employee who has been paid leave loading on annual leave taken before it accrues, leaves the employer's service the employer may demand reimbursement or deduct from any money owed to the employee the equivalent of the loading paid for all leave taken for the final calendar year of employment.
- (d) Annual Leave Loading will be paid at the time of taking annual leave.

30. PARENTAL LEAVE

Parental Leave shall apply in accordance with relevant Federal legislation. In addition, the following provisions shall apply.

- (a) An employee is entitled to a period of 24 months unpaid parental leave.
- (b) In the event of the birth of a child to an employee or the spouse of an employee the Credit Union will pay the equivalent of six weeks paid parental leave to employees who are the primary care giver of the child within the first 16 weeks after confinement. To qualify for this leave an employee must have a minimum of 12 months continuous service with the Credit Union.
- (c) The benefit will be paid as normal fortnightly salary and can be taken in conjunction with unpaid maternity or paternity leave. The employee will have the option of electing to be paid either six weeks at full pay or 12 weeks at half pay. A statutory declaration must be provided stating that the employee is the prime carer, together with an acknowledgment of the conditions under which the payment is to be made.
- (d) In the event of a male employee's spouse giving birth to a child the male employee will be entitled to one week's paid paternity leave.
- (e) Grade 5 staff will not accrue RDO's while on paid parental leave.

31. FINANCIAL SERVICES REFORM

- (a) The Credit Union is committed to meeting its obligations as outlined in the Financial Services Reform Act. Employees covered by this Agreement who provide financial product advice to members will undertake the required training to gain accreditation at Tier 2 level as a condition of their employment.
- (b) Where possible, such training will be conducted during an employee's normal working hours. However, where that is not possible, all time spent by the employee on undertaking the required training will be paid for by the Credit Union at the applicable overtime rate prescribed in this agreement.

32. IN HOUSE TRAINING

At its discretion, the Credit Union will provide, from time to time, free training courses conducted outside normal working hours. This training will be organised through the Employee Relations Department and staff may attend, on a voluntary, unpaid basis.

33. EMPLOYMENT OF SPECIALISTS

The Credit Union may determine a salary outside the current salary bands for specialist positions where market demand requires a higher salary to be paid. Annual salary reviews will be determined by a market rate review, where necessary, otherwise the agreed salary increases as outlined in this Agreement will apply but will at all times be more than the minimum rate of pay for the relevant grade prescribed in Clause 4(a). All other conditions of employment will be as outlined in this Agreement.

34. ELECTION CLAUSES

- (a) **Additional Annual Leave – Salary Averaging**
 - (i) An employee may agree with the Credit Union to take one, two, three, four or more weeks leave in addition to their normal four weeks annual leave in a year. Where agreement is reached, the employee's salary and other entitlements shall be appropriately adjusted, in accordance with the amount of additional leave agreed. The adjusted salary, which will continue to be paid fortnightly, will be averaged over the 52 weeks of the year.

- (ii) No leave loading will be paid for any additional leave approved in accordance with this clause.
- (iii) If an employee resigns from the Credit Union, or their employment is terminated, during a period where additional leave has been approved in accordance with this clause, any reduction in salary that has not been offset by the taking of additional leave will be paid to the employee.
- (iv) Each application for additional annual leave will be considered on an individual basis and will take into account the personal needs of the employee and the operational needs of the credit union.

(b) Cashing Out of Paid Annual Leave

An employee may elect to cash out annual leave provided:

- (i) The employee has taken a period of paid annual leave of at least two weeks in the preceding 12 month period.
- (ii) After the cashing out of any period of paid annual leave the employee's remaining accrued entitlement to paid annual leave is no less than 4 weeks.
- (iii) Each cashing out of a particular amount of paid annual leave must be by a separate agreement in writing between the employer and the employee.
- (iv) The employee must be paid at least the full amount that would have been payable to the employee had the employee taken the leave that the employee has forgone.

35. CORPORATE UNIFORM

- (a) New employees (other than Business Development Officers, Mobile Lenders and their support staff) will be allocated an initial amount of \$704 to outfit themselves from the corporate uniform range. Thereafter, employees will be allocated a yearly allowance of \$374 for the purpose of updating their uniform. This amount accrues on a pro rata basis per month.
- (b) Employees who fall pregnant will be allocated an additional one-off allowance of \$190 to cover the purchase of maternity uniform items.
- (c) The design and range of the uniform reflects equal employment opportunity principles and guidelines.

- (d) If uniforms are not compulsory in a section, and an employee elects not to wear the corporate uniform, such employees will observe a professional standard of dress that may include female employees wearing trousers and male employees wearing short sleeve shirts.
- (e) Employees will be responsible for proper maintenance of the uniform.

36. STAFF TRANSFERS

- (a) With Senior Management approval transfers of employees within the Credit Union to positions of the same grade and at least the same salary may occur without the need to advertise internally or externally.
- (b) Such transfers will occur, where possible, by mutual agreement between Management and the employee concerned, taking into consideration the employee's personal, financial and family needs. Where mutual agreement cannot be reached, either party may refer the matter to the Dispute Settlement Procedure of this Agreement. The transfer will not be effected until the matter is resolved or the Procedure is completed.

37. JOB EVALUATION

- (a) The Evans Webb Job Evaluation System is the current method used to evaluate jobs at TCU. This model recognises the level of skill, knowledge and responsibility required to perform a role. It also recognises the breadth of a role, any supervisory responsibilities and whether the position requires specific experience and/or qualifications.
- (b) Points are allocated in three specific areas. These are Output, Input and Thinking. The overall score is then compared to a points range and allocated to a specific grade. Only when a position changes dramatically will it be eligible to be re-scored and evidence of an increase in the skill, knowledge or responsibilities required must be demonstrated.
- (c) A Job Evaluation Committee exists to perform this evaluation. The Committee comprises the Executive Manager Employee Relations, the Chief Executive and the Chief Internal Auditor.
- (d) Any dispute arising from a job evaluation should be addressed with the Executive Manager Employee Relations in the first

instance. Where required an external Human Resources Consultant will be engaged.

38. GRADE 5 EMPLOYEES OTHER THAN BUSINESS DEVELOPMENT OFFICERS, MOBILE LENDERS OR IT STAFF

Grade 5 employees who are not Business Development Officers, Mobile Lenders or IT staff are subject to the terms of this agreement except as follows:

- (a) actual hours of work are 7.5 per day Monday to Friday with up to one hour for lunch each day provided that a minimum of 30 minutes is taken each day.
- (b) these employees do not receive payment for overtime worked unless approved by an Executive Manager for work on special projects;
- (c) these employees are entitled to one RDO per calendar month only. Periods of higher duties of four weeks or more will reduce RDO entitlements by one day per four week period. The Credit Union recognises these positions as semi-managerial and undertakes to provide these employees with the flexibility required to meet the business requirements of the Credit Union while accommodating the personal, financial and family needs of individual employees.
- (d) these employees have the option of packaging personal superannuation contributions and the purchase of laptop computers. This facility is conditional upon there being no additional costs to the Credit Union or any adverse taxation issues for the Credit Union at any time.

39. BUSINESS DEVELOPMENT OFFICERS

Business Development Officers are subject to the terms of this Agreement to the extent that the following provisions override any other provisions in this Agreement in the event of any inconsistencies:

- (a) the hours worked by these employees will be flexible, varying as their position requires from time to time and not tied to the standard hours specified elsewhere in this Agreement for other employees;
- (b) these employees do not receive payment for overtime worked except when required to attend weekend seminars or

conferences. As far as practicable such weekend work will be capped at two weekends per calendar year per Business Development Officer however all weekend work performed in accordance with this clause will be paid at the overtime rates outlined in Clause 12 of this agreement.

- (c) these employees are entitled to one RDO per calendar month;
- (d) these employees are entitled to a uniform allowance of \$1,400 for their initial fit out and an annual allowance of \$1,050.
- (e) Business Development Support Officers will be entitled to a uniform allowance of \$1,034 for their initial fit out and an annual allowance of \$704.
- (f) these employees will be provided with a fully maintained company motor vehicle approved by the Chief Executive. Maintenance will not include petrol usage while the employee is on annual leave or Long Service Leave.
- (g) the Credit Union will pay all legitimate travel, entertainment and accommodation expenses incurred while on country work trips.
- (h) these employees have the option of packaging a laptop computer. This offer is conditional upon there being no additional costs to the Credit Union or any adverse taxation issues for the Credit Union at any time.

40. MOBILE LENDERS

Mobile Lenders are subject to the terms of this Agreement to the extent that the following provisions override any other provisions in this Agreement in the event of any inconsistencies:

- (a) these employees will be paid for 70 hours per fortnight and no overtime will be paid.
- (b) these employees are responsible for managing their own hours of work. Weekend work and public holidays should be managed on an as needed basis.
- (c) these employees are not entitled to RDO's however the role allows for flexibility provided Member needs are met at all times.
- (d) these employees are entitled to a uniform allowance of \$1,400 for their initial fit out and an annual allowance of \$1,050.
- (e) Relief Credit Consultants are entitled to a uniform allowance of \$1,034 for their initial fit out and an annual allowance of \$704.

- (f) these employees will be provided with a fully maintained company motor vehicle approved by the Chief Executive. Maintenance will not include petrol usage while the employee is on annual leave or Long Service Leave.
- (g) the Credit Union will pay all legitimate travel, entertainment and accommodation expenses incurred while on country work trips.
- (h) these employees have the option of packaging a laptop computer. This offer is conditional upon there being no additional costs to the Credit Union or any adverse taxation issues for the Credit Union at any time.
- (i) These employees are entitled to bonuses based on the volume and value of loans funded as per the Mobile Lender Agreement but are not entitled to any performance bonus outlined in Clause 6(a) of this agreement.

41. INFORMATION TECHNOLOGY (IT) STAFF

IT staff are subject to the terms of this Agreement to the extent that the following provisions override any other provisions in this Agreement in the event of any inconsistencies:

- (a) IT staff will be paid a standby allowance as outlined in this agreement if they are rostered to be on standby.
- (b) These employees are entitled to RDO's in accordance with clauses 10 and 38 of this agreement.
- (j) Grade 5 IT employees have the option of packaging a laptop computer. This offer is conditional upon there being no additional costs to the Credit Union or any adverse taxation issues for the Credit Union at any time.
- (c) IT staff who are required to perform work while on standby and that work does not require them to attend the office will be paid for the time spent undertaking the work provided that a minimum of one hour at ordinary time rates will be paid for each occasion and that only one payment will be paid in any one hour period.
- (d) IT staff who are required to work from home will be provided with an appropriate toolkit to perform this work.
- (e) IT staff who are required to return to the office to perform work while on standby will be paid call back rates as outlined in Clause 13(b) of this agreement.

- (f) No mileage will be paid for staff who use their own vehicle to return to work but the length of the call out will be calculated for the time spent travelling from home to work and home again.

42. TRAINEES

Trainees are subject to the terms of this Agreement except as outlined below.

- (a) The Teachers Credit Union Traineeship Program is a two-year program.
- (b) During the first 12 months Trainees will be paid as outlined in Clause 8 of this Agreement.
- (c) Trainees will be required to complete a Certificate IV in a relevant discipline during the period of their Traineeship and will be provided with structured training for 20% of the time.
- (d) On successful completion of the first 12 months Trainees will be paid at the base of Lower Grade 2 for the next 12 months of the Traineeship.

43. OCCUPATIONAL HEALTH AND SAFETY

The Credit Union has established an Occupational Health and Safety Committee to ensure ongoing consultation between Management and employees regarding occupational health and safety issues.

44. INDIVIDUAL FLEXIBILITY ARRANGEMENT

- (1) The credit union and an employee covered by this enterprise agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the agreement if:
 - (a) the agreement deals with one or more of the following matters:
 - (i) arrangements about when work is performed;
 - (ii) overtime rates;
 - (iii) penalty rates;
 - (iv) allowances;
 - (v) leave loading; and

- (b) the arrangement meets the genuine needs of the credit union and the employee in relation to one or more of the matters mentioned in paragraph (a); and
 - (c) the arrangement is genuinely agreed to by the credit union and the employee.
- (2) The credit union will ensure that the terms of the individual flexibility arrangement:
 - (a) are about permitted matters under section 172 of the *Fair Work Act 2009*; and
 - (b) (b) are not unlawful terms under section 194 of the Fair Work Act 2009; and
 - (c) result in the employee being better off overall than the employee would be if no arrangement was made.
- (3) The credit union will ensure that the individual flexibility arrangement:
 - (a) is in writing; and
 - (b) includes the name of the credit union and the employee; and
 - (d) is signed by the Executive Manager Employee Relations and the employee and if the employee is under 18 years of age, signed by a parent or guardian of the employee; and
 - (d) includes details of:
 - (i) the terms of the enterprise agreement that will be varied by the arrangement; and
 - (ii) how the arrangement will vary the effect of the terms; and
 - (iii) how the employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and
 - (a) states the day on which the arrangement commences.
- (4) The credit union will give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- (5) The credit union or the employee may terminate the individual flexibility arrangement:

- (a) by giving no more than 28 days written notice to the other party to the arrangement; or
- (b) if the credit union and the employee agree in writing — at any time.

45. DISPUTE SETTLEMENT PROCEDURE

- (1) If a dispute relates to:
 - (a) a matter arising under this agreement; or
 - (b) the National Employment Standards;

this term sets out procedures to settle the dispute.
- (2) Notwithstanding any of the steps in this term, an employee may contact a representative, who may be an officer of the Finance Sector Union, for guidance and/or representation, at any stage of the procedure. Teachers Credit Union shall recognise the representative for all purposes involved with the resolution of the dispute.
- (3) In the first instance, the parties to the dispute must try to resolve the dispute at the workplace level by discussions between the employee or employees and relevant supervisors and/or management.
- (4) If discussions at the workplace level do not resolve the dispute, a party to the dispute or their representative may refer the matter to Fair Work Australia.
- (5) Fair Work Australia may deal with the dispute in 2 stages:
 - (a) Fair Work Australia will first attempt to resolve the dispute as it considers appropriate, including by mediation, conciliation, expressing an opinion or making a recommendation; and
 - (b) if Fair Work Australia is unable to resolve the dispute at the first stage, Fair Work Australia may then:
 - (i) arbitrate the dispute; and
 - (ii) make a determination that is binding on the parties.
- (6) Without prejudice to either party, work will continue in the manner prior to the dispute arising while the matters in dispute are being dealt with in accordance with this clause.

- (7) The parties to the dispute agree to be bound by a decision made by Fair Work Australia in accordance with this term.

46. CONSULTATION REGARDING MAJOR WORKPLACE CHANGE

Where the Credit Union has made a definite decision to introduce major changes in production, program, organisation, structure or technology that are likely to have significant effects on employees, the Credit Union will notify the employees who may be affected by the proposed changes, the FSU and any nominated representatives.

In this term, a major change is ***likely to have a significant effect on employees*** if it results in:

- (a) the termination of the employment of employees; or
- (b) major change to the composition, operation or size of the Credit union's workforce or to the skills required of employees; or
- (c) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
- (d) the alteration of hours of work; or
- (e) the need to retrain employees; or
- (f) the need to relocate employees to another workplace; or
- (g) the restructuring of jobs

Provided that where this agreement makes provision for alteration of any of these matters an alteration is deemed not to have significant effect.

The Credit Union must discuss with the employees, the FSU and any nominated representatives, the introduction of the changes referred to in this clause, the effects the changes are likely to have on employees and measures to avert or mitigate the adverse effects of such changes on employees and must give prompt consideration to matters raised by the employees, the FSU and/or any nominated representatives, in relation to the change.

The discussions must commence as early as practicable after a definite decision has been made by the employer to make the changes referred to above.

For the purposes of such discussion, the Credit Union will provide in writing to the employees concerned, the FSU and/or any nominated representatives, all relevant information about the changes including the nature of the changes proposed, the expected effects of the changes on employees and any other matters likely to affect employees provided that no employer is required to disclose confidential information the disclosure of which would be contrary to the Credit Union's interests.

47. FSU RIGHT OF ENTRY

The Credit Union agrees that an official of the FSU may enter the Credit Union's premises, at any time, for the following reasons:

- (a) to consult with persons covered by the agreement about their rights and obligations under the agreement;
- (b) to consult with persons covered by the agreement about the operation of the agreement;
- (c) to consult with members on Enterprise Bargaining; and

for other purposes as agreed from time to time.

Provided that:

- (a) the Finance Sector union agrees and undertakes not to hinder or obstruct an employee in the performance of their work during working times;
- (b) they will preserve the confidentiality of all work, books or documents inspected during entry granted under this clause; and
- (c) they must produce, at the request of the Credit Union, the FSU's written authority to undertake these activities

However, nothing in this clause provides the FSU with a right to enter premises contrary to section 194(f) or (g) of the Fair Work Act.

48. TRADE UNION TRAINING LEAVE

3. Trade Union Training Leave

FSU workplace representatives, with approval of the union and upon application in writing, shall be granted leave with pay each calendar year to:

- attend trade union training, and

- attend courses conducted by an approved training provider, that are designed to provide skills and competencies that will assist the delegate or workplace representative contribute to the prompt resolution of disputes and or grievances in the workplace.
- (a) A maximum of 16 days leave per calendar year, non cumulative, will be granted by Teachers Credit Union for the purposes of trade union training. A greater amount as agreed between the FSU and the Credit Union may be granted in circumstances where it may be necessary. Any additional leave granted will take into account the operational requirements of the Credit Union and the Credit Union will not unreasonably withhold the approval of such additional leave.
 - (b) The application to Teachers Credit Union must be in writing, include the nature, content and duration of the course to be attended, and normally be provided with 28 days notice of the proposed training.
 - (c) The granting of leave pursuant to this clause shall be subject to Teachers Credit Union being able to make adequate staffing arrangements amongst current employees during the period of such leave. Teachers Credit Union shall not use this sub-clause to avoid an obligation under this clause.
 - (d) Leave of absence granted pursuant to this clause, shall count as service for all purposes of this Agreement.
 - (e) Each employee on leave approved in accordance with this clause, shall be paid all ordinary time earnings. For the purpose of this sub-clause "ordinary time earnings" for an employee means the classification rate, over-award payment, superannuation and shift loading, which otherwise would have been payable.
 - (f) All expenses (such as travel, accommodation and meals) associated with or incurred by the employee attending a training course as provided in this clause shall be the responsibility of the employee or the union.
 - (g) An employee may be required to satisfy the employer of attendance at the course to qualify for payment of leave.
 - (h) An employee granted leave pursuant to this clause shall, upon request, inform the employer of the nature of the course attended and their observations on it.
 - (i) In the event of a disagreement arising from the outcome of this clause, the matter may be settled using the dispute settlement procedures of the agreement.

49. FSU REPRESENTATIVES

- (a) To facilitate a harmonious, consultative and cooperative approach to employee relations within the Credit Union, staff who have been duly appointed as FSU Representatives by the FSU Local Executive Secretary, or other persons who have been elected to act as staff representatives, will be allowed reasonable time and facilities during working hours to attend to their duties as FSU representatives, or other staff representatives. Any time spent by an FSU representative or staff representative attending to employee relations shall first be agreed in advance with the Executive Manager Employee Relations or his/her nominee.
- (b) Nothing in this clause shall be construed as conferring a right or benefit that is contrary to the terms of the Workplace Relations Act.

Signed for and on behalf of NSW Teachers Credit Union Limited:

S C James
Chief Executive

Date _____

The above person is authorised to sign the agreement on behalf of the Employer as the Chief Executive of the Employer

Signed for and on behalf of the Finance Sector Union – Bargaining Representative

L Carter
National Secretary

Date _____

The above person is authorised to sign the agreement on behalf of the Finance Sector Union who acted as a bargaining representative