

ENTERPRISE AGREEMENT

NO: E.A. 251 /1994

DATE REGISTERED: 26-7-94

PRICE: \$ 22-00

**ENTERPRISE AGREEMENT**  
**PEEL VALLEY CREDIT UNION LTD**

**1. PARTIES TO THE AGREEMENT**

An Enterprise Agreement, made in pursuance of the NSW Industrial Relations Act 1991 in accordance with the provisions of Sections 115-142 of the said Act, entered into between Peel Valley Credit Union Ltd of 437 Peel Street Tamworth of the one part and the employees of Peel Valley Credit Union Ltd of the other part.

It is agreed by the parties as follows:

**2. TITLE OF AGREEMENT**

This Agreement shall be known as the Peel Valley Credit Union Ltd Enterprise Agreement.

**3. INTENTION**

This Agreement shall apply to all employees of the Peel Valley Credit Union Ltd with the occupation of Manager, Senior Credit Union Officer and Credit Union Clerical Officer.

**4. DURESS**

This Agreement was not entered into under duress by any party to it.

**5. INCIDENCE**

This Agreement shall regulate totally the terms and conditions of employment previously regulated by the Clerks (State) Award.

**CONDITIONS OF EMPLOYMENT**

**6. HUMAN RESOURCE MANAGEMENT POLICY**

Personnel Management Policies and Procedures are an essential part of Peel Valley Credit Union's operations and are clearly set out in its Operations Risk Policy. Their aim is to:

- \* Enable staff to clearly know what is expected of them;
- \* Clarify roles, positions and relationships;
- \* Provide an aid to communicating detailed information to new staff;
- \* Ensure all staff receive the support, training and development they require in a timely manner.

**7. TERMS AND CONDITIONS OF EMPLOYMENT**

- \* All staff vacancies shall be advertised in at least one local newspaper. Written applications shall be called for and suitable applicants interviewed. Successful applicants shall be advised in writing of their appointment and, as a condition of employment, shall provide written acceptance of the Enterprise Agreement.

- \* All new employees (other than the Manager) will be appointed for a three (3) month trial period, after which time, if appointed to the permanent staff, they will be eligible for contributory superannuation and the provision of uniforms.
- \* Proper verbal and written warnings shall be given to any employee before termination is considered. Board approval is required for termination.

**8. CASUAL AND PART-TIME EMPLOYEES**

A casual employee shall mean an employee engaged intermittently in work of an irregular and/or unexpected nature, and who is engaged and paid by the hour. Casual employees shall be paid the equivalent of the hourly rate of pay for the appropriate classification, plus a loading of 20%, with a minimum payment of three hours pay for each start. The loading prescribed is made in lieu of Annual Leave, Public Holidays and Sick Leave prescribed for other employees in this Agreement.

A part-time employee shall mean an employee regularly employed on the basis of a consistent number of hours per week which are less than thirty-five (35). The provisions of this Agreement shall apply pro-rata to a part-time employee.

**9. TERMINATION OF EMPLOYMENT**

The employment of a weekly or a part-time employee may be terminated only by one week's notice on either side which may be given at any time or by the payment by the employer or forfeiture by the employee of a week's pay in lieu of notice. This shall not affect the right of the employer to dismiss an employee without notice in the case of an employee guilty of misconduct.

**10. WAGES AND ALLOWANCES**

\* **Monetary Rates**

Junior (Trainee) Rates	17 years of age	\$224.00
	18 years of age	\$254.60
	19 years of age	\$284.60
	20 years of age	\$350.10
Credit Union Clerical Officer (Grade 3)	Year 1	\$395.50
	Year 2	\$409.90
	Year 3	\$423.00
	Year 4	\$437.60
	Year 5	\$453.10
Senior Credit Union Officer (Grade 2)	Year 1	\$466.50
	Year 2	\$487.10
	Year 3	\$505.00
	Year 4	\$517.70
	Year 5	\$531.00
	Year 6	\$547.20
	Year 7	\$562.30
Manager	Salary by negotiation. The minimum at this time is in excess of \$500.00.	

Any increases to the base rates in the Award shall automatically apply, and this Agreement varied in accordance with s.125 of the Act.

Commencing rates of pay for Credit Union Clerical Officers shall be set by the Manager, having regard to the age and experience of the successful applicant. The commencing rate of pay for all other grades shall be set by the Board. All commencing rates of pay shall be equal to or in excess of those stated as the minimum for the position in the Agreement.

- \* The Manager is empowered to grant annual increases to all Credit Union Clerical Officers until they reach the maximum. Any increases of more than one increment or the awarding of an increase less than twelve months since the last will require Board approval.

Any increases beyond this Grade may only be approved by the Board of Directors and will be dependent on job application and efficiency.

- \* Salaries and duties of all staff members will be reviewed at least annually.
- \* The Grades and salaries for all existing staff who are parties to this Agreement are those which apply as at the date of this Agreement.
- \* Payment of wages shall be by electronic funds transfer. Wages shall be credited to nominated accounts no later than the close of business on the working day prior to pay day. Financial Institutions Duty on all wages directly credited to employee accounts shall be paid by the Credit Union.
- \* Occupational Superannuation (currently 3% of salary) will be paid to the CUE Supplementary Super Scheme on behalf of all employees. All permanent employees are eligible for contributory superannuation (through the CUE Super Scheme) should they wish to take advantage of this employee benefit.
- \* Travelling Expenses legitimately incurred by employees in the course of their duties shall be reimbursed by the Credit Union at the rate per kilometre set from time to time by the Board (currently 50 cents per km). The appropriate form shall be completed by employees and submitted to the Office Supervisor each week for reimbursement to be included in their weekly wages.
- \* Employees who are required to use their vehicles regularly in the course of their duties, i.e. employees who frequently work at the Tamworth Base Hospital Office, shall be reimbursed for the cost of their Drivers' Licence on production of the paid licence.

Where an employee is eligible for and elects to renew a licence for a period of more than one year, the Credit Union may reimburse the employee each year an amount equal to the pro rata annual cost.

The Credit Union may elect to reimburse the full cost of an employee's multiple year licence.

Where the Credit Union elects to reimburse in full the cost of a multiple year licence, and subsequently,

- i) the employee's service is terminated for any reason;
- ii) the employee's licence is revoked, suspended or cancelled; or,
- iii) the employee ceases to carry out duties requiring the employee to drive a vehicle,

then the Credit Union shall be entitled to deduct from the salary due to the employee the balance of the yearly proportionate value of the licence.

The Credit Union shall not be liable to reimburse any cost of a probationary licence or any penalty imposed on an employee because of traffic infringements by the employee.

## 11. HOURS OF WORK

- \* The spread of ordinary hours shall be 6.00 am to 6.00 pm Monday to Friday.
- \* No overtime shall be worked without the express permission of the Manager. It is the policy of this Credit Union that, wherever possible, time off in lieu shall be offered to employees for extra hours worked in preference to monetary payment.

When paid overtime is worked, payments shall be made as follows:

- (a) For overtime worked Monday to midday Saturday, at the ordinary time rate of pay plus one half the ordinary time rate of pay for the first two hours and at double ordinary time rate of pay thereafter.
  - (b) For overtime worked after midday on a Saturday, at double ordinary time rate of pay.
  - (c) For overtime worked on a Sunday, at double ordinary time rate of pay - such double ordinary time rate to continue until the employee is released from duty.
  - (d) Where, on any day, an employee works overtime immediately prior to the usual commencing time and immediately after the usual ceasing time, the total hours of both periods of overtime shall be taken into account for the purpose of the commencement of double ordinary time rate of pay.
- \* There shall be no minimum payment for recall to work overtime.
  - \* An employee who works one and one half hours or more overtime next following and continuous with their ordinary day's work shall be eligible for the payment of a 'Meal Allowance', as shall an employee who works two hours or more prior to normal working hours. The amount of such Meal Allowance shall be \$7.30.
  - \* All permanent staff are eligible for one Rostered Day Off every four weeks. Hours worked over the four weeks shall amount to one hundred and forty (140) and shall be worked as directed by the Manager. Manager shall be empowered to ask staff to work on their Rostered Day Off if circumstances warrant. A suitable alternative Rostered Day Off shall be offered.
  - \* Higher Duty payments shall only be made to staff at the discretion of the Manager EXCEPT THAT where the Manager is absent for a period which exceeds three (3) days the person relieving in that position shall be entitled to a daily Higher Duty payment of half the difference between his or her daily rate and the daily rate for the Manager's position.
  - \* The ordinary hours of work, exclusive of meal breaks, shall be no more than 140 hours in any four week period.

## **12. SKILL DEVELOPMENT, EDUCATION AND TRAINING**

- \* It is the aim of Peel Valley Credit Union to be friendly, approachable, reliable, competitive, timely, thorough, accurate, efficient and accessible and to ensure that each staff member is trained to achieve this standard.
- \* Each staff member will be supplied with a Staff Operations Manual. This Manual will contain their Job Specification, General Instructions for Staff, detailed instructions for the duties which all staff are expected to be able to carry out and detailed instructions for the specific duties which relate to their position.
- \* Staff Training Sessions will be held regularly (preferably each fortnight) where, not only will instruction in required procedures (particularly new or changed procedures) be given, but staff will be encouraged to report any problems they are encountering in complying with the Credit Union's standards.
- \* Staff shall attend training courses when requested to do so and become qualified in using procedures and equipment relevant to their positions without payment of additional allowances.
- \* Reimbursement of expenses incurred when employees attend Conferences, Seminars or external Staff Training Courses when such attendance has been approved by the Manager shall be in accordance with the Credit Union policy in respect of such expense reimbursement, as amended from time to time by the Board of Directors. A copy of the current policy is attached.
- \* The relevant form must be completed in connection with such reimbursement and evidence of expenditure attached. On application to the Manager, funds may be advanced to cover expected expenditure, with immediate adjustment to the advance upon return to work.
- \* The functions and duties of employees may be arranged by the Credit Union so as not to limit multi-skilling of employees.

## **13. ANNUAL, LONG SERVICE AND SICK LEAVE**

- \* All permanent employees shall be entitled to four weeks' annual leave in accordance with the Annual Holiday Act 1944.
- \* Employees shall receive a monetary loading of seventeen and one half per cent on all annual leave at the time at which it is taken.
- \* Employees must complete an Annual Leave Application Form and have such application approved by the Manager before any Annual Leave is taken, unless exceptional circumstances prevent such a procedure.
- \* Staff are eligible for Long Service Leave in accordance with the Long Service Leave Act; however permanent staff are eligible for Long Service Leave at the following enhanced rates:

First 10 years	13 weeks
Next 5 years	8.5 weeks
Next 5 years	13.5 weeks
Every 5 years thereafter	13 weeks

Employees shall not be entitled to take any period of Long Service leave until the employee has completed ten years' service EXCEPT THAT where an employee has completed at least five years' service and such service is terminated by the Credit Union for any reason, or by the employee on account of illness, incapacity or other domestic or pressing necessity, or by reason of death the Credit Union shall pay to the employee or the employee's legal representative the monetary equivalent of the employee's accrued Long Service Leave.

- \* An employee who is absent from work on account of personal illness or accident, not being due to serious misconduct or on account of injury by accident arising out of and in the course of employment shall be entitled to be paid for fifteen (15) days a year for the first four (4) years and for eighteen (18) days a year thereafter. There will be no payment made in lieu of Untaken Sick Leave. Sick Leave not taken shall accrue and accumulate as it falls due.

#### **14. PUBLIC HOLIDAYS**

- \* Staff shall be entitled to the following Public Holidays:
  - (a) The days on which New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Queen's Birthday, Labour Day, Christmas Day, Boxing Day are proclaimed as public holidays.
  - (b) Any other day proclaimed in New South Wales as a public holiday.
  - (c) The employees' Picnic Day, to be held on a day as is mutually agreed between the Credit Union and the employees. At present this is Bank Holiday.

#### **15. BEREAVEMENT LEAVE**

- \* In the event of the death of a member of an employee's family or a relative in respect of whom an employee holds a close affinity, the employee shall be entitled to up to two (2) days' Bereavement Leave.
- \* The granting of any additional concessional leave shall be at the discretion of the Manager.

#### **16. PARENTAL LEAVE**

- \* The granting of Parental Leave shall be in accordance with the Industrial Relations Act 1991.

#### **17. JURY SERVICE**

- \* An employee required to attend for jury service during their ordinary working hours shall be reimbursed by the Credit Union an amount equal to the difference between the amount paid in respect of their attendance for such jury service and the amount of wage they would have received had they not been on jury service.
- \* An employee shall notify the Credit Union as soon as possible of the date upon which they are required to attend for jury service. Further, the employee shall give proof of attendance, the duration of attendance and the amount received in respect of such jury service.

## **18. CREDIT UNION POLICY AND PROCEDURES**

- \* The Credit Union regards confidentiality of all member information as being of the highest priority and any breaches of this will be viewed as extremely serious infringements of employment conditions.
- \* Staff shall wear uniforms supplied by the Credit Union at all times during working hours - and to any out-of-hours Meetings when required to do so.
- \* As part of their duties, staff shall attend the Credit Union Annual General Meeting and any other Board Meetings or Branch Meetings when required to do so without being entitled to overtime rates (provided in all these Meetings do not total more than three (3) in any one financial year).
- \* The Credit Union's policy in respect of Work Safety and Rehabilitation is available for staff perusal on request.
- \* Smoking is not permitted in the Credit Union Offices, in Ray Walsh House or at Tamworth Base Hospital.

## **19. TERM**

This Agreement shall operate from the date of registration and shall remain in force for a period of twelve (12) months unless varied or terminated earlier by the provisions provided by the Act.



**SIGNING**

Signed for and on behalf of PEEL VALLEY CREDIT UNION LTD

*J. Rock* Director  
*A. Woods* Director  
*V. Smyth* Secretary

Witness *B. J. Jolly*

Date *3-3-94*

Signed by employees

Signature *V. Smyth*

Printed Name and Occupation Frances Ian SMYTH , MANAGER

Date *25.2.94*

Signature *N. Hooker*

Printed Name and Occupation Nina Kay HOOKER, Operations Manager

Date *24.2.94*

Signature *L. Marsters*

Printed Name and Occupation Lynne MARSTERS, Loans Manager

Date *24.2.94*

Signature *S. C. Hird*

Printed Name and Occupation Spencer Colin HIRD, Administration Manager

Date *28/2/94*

Signature *P Girard*

Printed Name and Occupation Prudence Mary GIRARD, Clerk

Date 24-2-94

Signature *E. L. Sheppard*

Printed Name and Occupation Edna Lillian SHEPPEARD, Clerk

Date 24-2-94

Signature *S. M. Jameson*

Printed Name and Occupation Sandra Megan JAMESON, Loans Assistant

Date 24/2/94

Signature *L. Smith*

Printed Name and Occupation Lynette SMITH, Clerk

Date 24/2/94

Signature *D. Ruttle*

Printed Name and Occupation Della Louise RUTTLEY, Clerk

Date 24.2.94

Witness

Date

**POLICY IN RESPECT OF REIMBURSEMENT OF EXPENSES INCURRED  
IN RESPECT OF ATTENDANCE AT CONFERENCES, SEMINARS,  
MEETINGS, ETC.**

It is the policy of this Credit Union that no attendee should be 'out-of-pocket' as a result of attending Conferences, Seminars, Meetings, etc. on behalf of the Credit Union. ('Attendee' in this context covers a Director, Staff Member, or member authorised by the Board to attend a Conference, Seminar or Meeting). Accordingly, the Credit Union shall pay all Conference, Seminar or Meeting fees on behalf of the attendees (including the cost for optional social events which are deemed by the Board to form an integral part of such Conference, Seminar or Meeting). In addition, all 'reasonable' expenses shall be reimbursed by the Credit Union, subject to the conditions outlined below:

1. Attendees shall be paid an 'Attendance Fee' of \$40.00 per day for any Meeting which involves a commitment of more than four (4) hours and \$20.00 per day for any lesser commitment. This fee should be in addition to any expense reimbursements. Staff shall only be entitled to the \$40 fee when the commitment is outside normal working hours.
2. Travel reimbursement is to be a maximum equivalent to the commercial air fare where available. If attendee chooses private car travel, reimbursement shall be the lesser of private car rate or commercial air fare.
3. Where a commercial air flight is not available to attend any meeting, attendees may choose to use a hire car in preference to being reimbursed at the private car rate. It is accepted by anyone choosing the private car rate that the Credit Union does not accept responsibility for any additional expense which may be incurred as a result of the use of their own vehicle, e.g. in the event of accident, mechanical breakdown, etc.
4. All reasonable accommodation costs will be reimbursed.
5. Attendees will be reimbursed for all reasonable meal expenses incurred as a result of attendance. This includes meal expenses incurred by attendees at 'home town' conferences or meetings.
6. Purchase of drinks deemed to be in the course of Credit Union business shall be reimbursed.
7. Attendees will be reimbursed for all taxi fares reasonably incurred as a result of attendance.
8. The cost of private phone calls will not be reimbursed.
9. Attendees may choose to be accompanied by their partner but any claim for reimbursement of expenses incurred in relation to the partner's attendance must be submitted for Board approval.
10. Attendees shall be 'advanced' an appropriate amount prior to attendance and shall submit an itemised list of expenses incurred upon return. Reimbursement of any 'shortfall' in the advance or refund of any excess shall be made as soon as possible upon their return to work.
11. Attendees must be prepared to justify to the Board any claim for reimbursement.

12. Attendees may claim for any reasonable amount incurred in extraordinary circumstances not covered above, provided they are able to justify such a claim as outlined in 10. above.