



SUBMISSION ON BEHALF OF THE AUSTRALIAN FEDERATION OF  
EMPLOYERS AND INDUSTRIES (AFEI)

AM2008/16

AWARD MODERNISATION

**AFEI**  
Australian Federation of  
Employers & Industries

**BEFORE THE AUSTRALIAN INDUSTRIAL RELATIONS COMMISSION  
AWARD MODERNISATION**

**MATTER NO. AM2008/16 – FINANCIAL SERVICES GROUP**

**DRAFT EXPOSURE DOCUMENTS**

**BANKING, FINANCE AND INSURANCE INDUSTRY AWARD 2010**

1. The following submissions are in response to the exposure draft titled *Banking, Finance and Insurance Industry Award 2010* released by the Full Bench with its statement of 23 January 2009.

**COVERAGE & SCOPE**

2. AFEI's primary position (as indicated in our written submissions and in pre drafting consultations) is for separate modern awards to cover the different sectors within the financial services group.
3. However, at paragraph 66 of the Statement issued on 23 January 2009 the Full Bench stated:

*"We have prepared an exposure draft of a single award covering the entirety of the industry entitled the Banking, Finance and Insurance Industry Award 2010 (Banking Modern Award). We consider that there are advantages in a uniform safety net provided that it is simple to understand and apply and does not lead to significant changes to current terms and conditions. The draft covers all parts of the industry including those currently covered by separate instruments such as the health insurance industry and woolbroking (emphasis added)".*

4. If the Commission continues to be of the view that a single award is appropriate to cover this group AFEI agrees that it should not result in significant changes to the terms and conditions currently operating across this sector, especially for relatively smaller employers who are likely to be reliant on conditions contained in current industry awards and NAPSAs.
  
5. AFEI notes that call centre employees engaged by employers in the finance and insurance industry (as defined in clause 4.2) are proposed to be covered by this modern award. While AFEI supports this approach, we submit that care should be taken to ensure that employers are not disadvantaged by the application of this award compared to the provisions of any other award made for call centre employees.

#### **COMMENTS REGARDING THE EXPOSURE DRAFT**

6. AFEI has consulted with its members on the exposure draft and has identified particular provisions where changes are necessary to ensure that it is simple to understand, easy to apply and that it does not result in significant changes to current terms and conditions.
  
7. With this submission AFEI has also filed a copy of the exposure draft containing suggested amendments to assist the Commission in addressing the issues we have identified (Attachment 1).
  
8. Our comments and concerns are addressed on a clause-by-clause basis below.

## **Clause 10.2 - Part-time Employment**

9. AFEI is concerned that the part time provisions contained in the exposure draft remove established flexibilities which currently exist as industry standards for both employers and employees.
10. Of particular concern is clause 10(c), which requires an employer to inform the employee of their ordinary hours and to pay an overtime penalty to part time employees who work in excess of such hours.
11. Presently, the exposure draft contains no mechanism to allow a part time employee to request to work additional hours or change their informed hours by agreement with their employer. In such a circumstance, an employer would read clause 10.2(c) to mean the payment of an overtime penalty for accommodating such a request.
12. As illustrated by the summary contained in Attachment 2, the overriding industry standard in non-enterprise awards and NAPSAs is to enable the hours of part-time employees to be varied by mutual arrangement (up to hours of full time employee) without the payment of any penalty.
13. To alter these established provisions will, where applied, substantially increase costs for employers and disadvantage employees currently utilising such mutually beneficial arrangements.
14. The exposure draft in its current form is likely to result in an embargo on the ability of part-time employees to work additional hours and increase the use of casual labour for additional hours that would previously have been offered to part time employees. This would both increase costs for employers and disadvantage existing part time employees who would otherwise be offered such work.

15. Section 576A of the Act requires that modern awards 'must be economically sustainable and promote flexible modern work practices and the efficient and productive performance of work' (also 1(c) of request). Similarly, the ministerial request requires that the Commission must have regard to "the need to assist employees to balance their work and family responsibilities effectively and to improve retention and participation of employees in the workforce" (3(f) of Request).
16. According to ABS data, in November 2008, 17% of the workforce engaged in Finance and Insurance (includes services to finance and insurance) were part-time employees. This amounts to 63 200 part-time employees.<sup>1</sup>
17. Responses from AFEI members to the exposure draft indicate that the removal of existing provisions for part-time employees is of significant concern and is likely to result in changes in practices due to the significant cost increase in offering additional hours. Currently many organisations operating within the Finance and Insurance industries engage part time employees as part of flexible work arrangements including family friendly practices and return to work from maternity leave. Such employees regularly work additional hours by agreement (often to cover absences while other employees are on leave or at training courses) and frequently requests to work additional hours come from the employee.
18. AFEI has drafted suggested amendments to clause 10.2 to ensure that current provisions are maintained and the terms of the modern award are consistent with the ministerial request and the Act.

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<sup>1</sup> ABS 6291.0.55.003-Labour Force, Australia, Detailed, Quarterly, Nov 2008

19. We submit these changes are necessary to ensure appropriate, flexible and mutually beneficial conditions are maintained in a modern award applying across a variety of sectors in the industry.

### **Clause 13. Classifications and Minimum Wage Rates**

20. AFEI notes that the rates of pay contained in the exposure draft would result in a significant increase in wages payable by employers currently bound by particular NAPSAs in sectors covered by the draft award. Accordingly, consideration of transitional provisions for these employers will be necessary to assist with the associated cost impacts of such increases.

### **Clause 13.2 Exemption Rate**

21. AFEI strongly supports the inclusion of an Exemption Rate in a modern award operating across this industry for the reasons set out in our further submission dated 12 December 2008 and communicated at the pre-drafting consultations in November 2008. We believe such a provision is appropriate for inclusion in the modern award should be retained in a modern award(s) applying in this industry and is reflective of the needs of industry.
22. AFEI is unsure why shift work penalties are excluded in the exemption provision contained in the exposure draft. Given the statement of the Full Bench that "*this reflects many of the partial exemption provisions in finance industry awards and particularly the terms of the Credit Union Award*" (Statement of 23 January 2009, para 68), it is likely that this exclusion is in error.
23. Indeed, the inclusion of shift penalties in existing exemption provisions is common in current exemption provisions and Shift Work is currently part of the exemption rate in the following industry awards and NAPSAs:

- Credit Union Award 1998
- Queensland Credit Union Award 1999
- Western Australian Credit Union Award 1999
- Clerical Employees' Award - Permanent Building Societies - State 2003 (QLD)
- Clerical & Administrative Employees in Permanent Building Societies (NSW) State Award.

The above awards and NAPSAs represent five of the seven instruments that contain exemption provisions as set out in Exhibit Finance 5 (tendered November 25 2008).

24. Accordingly, we have removed its exclusion in the exemption rate contained in the exposure draft. We note, this approach is consistent with the exemptions provision included in the Clerks Private Sector Modern Award of 19 December 2008.

#### **Schedule A –Classifications**

25. AFEI supports a skill based classification structure as the primary means of classifying employees. While indicative jobs may be of assistance, they should be used as a guide only and cannot be substituted for descriptors of skill and responsibility required in a particular position.
26. Due to the variations in titles used between organisations and across sectors in this industry, the inclusion of indicative job lists may have the potential to create confusion, particularly when linked to time spent in a role. AFEI has, therefore, removed such references from the exposure draft. We have also removed the term 'manager' in level 1.

27. The classification structure contained in the exposure draft reflects current classification structures in the federal credit union awards (specifically; Credit Union Award 1998 and Western Australian Credit Union Award 2001). It is not reflective of classification structures currently applying to other sectors of the industry that are proposed to be covered by this award.
28. AFEI notes its previous submission of 12 December 2008 regarding an appropriate classification structure for a modern award applying to credit union and building societies where equivalent classifications to level 5 and 6 in the exposure draft were to have application to credit unions only. There it was noted that such additional classification levels are of a managerial level and extend beyond the existing coverage and classifications contained in many of the awards and NAPSAs currently operating.
29. AFEI is concerned by the extension of such classifications especially level 6 (currently senior officer applying in federal credit union awards only) to sectors where such levels have been award free.
30. AFEI submits that the application of the proposed classification structure, as currently drafted, to the entire finance, banking and insurance industry is inconsistent with paragraph 2 of the award modernisation request:

*"The creation of modern awards is not intended to:*

- (a) extend award coverage to those classes of employees, such as managerial employees, who, because of the nature or seniority of their role, have traditionally been award free. This does not preclude the extension of modern award coverage to new industries or new occupations where the work performed by employees in those industries or occupations is of a similar nature to work that has historically*

*been regulated by awards (including State awards) in Australia;*

*(b) result in high-income employees being covered by modern awards"*

31. In our submission, the extension of coverage to award free areas of employment (especially such high levels of management) is not justified and would be contrary to the Minister's Request.
32. It would also create a very unusual outcome for employers currently covered by enterprise awards, if employees presently excluded from such award coverage (due to the nature and seniority of their role) were now to be covered by this modern award.

#### **Clause 16 - Allowances**

##### First Aid Allowance

33. The exposure draft provides for a first Aid allowance expressed on a weekly basis. Current provisions seem to contemplate only weekly employees being paid such an allowance.
34. We submit that for the purpose of clarity this clause should also provide for the ability to pro rata this allowance in respect of part-time.

##### Standby and Call-back Allowances

35. There is significant disparity in monies currently paid for these types of allowance between sectors of the industry between credit unions and permanent building societies. The percentages of the standard rate contained in the exposure draft when calculated are

equivalent to amounts currently payable in the Credit Union Award 1998.

36. This is likely to result in cost increases for NSW permanent building societies (and other areas of this industry) and will require attention when transitional arrangements are considered for this industry.

#### Motor Vehicle Allowance

37. Similarly, the 0.74c per km rate is a significant increase for many employers and will require consideration when transitional provisions are dealt with for this award.

#### Meal Allowance

38. AFEI has proposed amendments to the meal allowance clause to provide further clarity. This rewording does not alter the meaning of this entitlement but has been made to simplify the clause and facilitate greater understanding.

#### **Clause 19- Ordinary Hours of Work**

39. The exposure draft appears to permit a daily limit of up to 8 hours per day to be worked and up to 9.5 hours in particular circumstances. AFEI notes that many awards and NAPSAs currently permit a maximum number of 10 hours to be worked per day (some up to 12 hours). AFEI has therefore adjusted certain provisions in clause 19.3 relating to work patterns to reflect a maximum of 10 consecutive hours per day. As a result, of this amendment clause 19.4 became redundant and has been deleted.

40. AFEI also notes that clause 19.3 has been sourced from the Credit Union Award 1998. AFEI submits that it's not appropriate to include this provision in a modern award.
41. We submit that clause 19.3 which deals with the 'implementation' of the 38 hour week may well have been appropriate when such a provision was first introduced, however, it is not appropriate for inclusion in a modern award applying across the finance and insurance industry.
42. This provision requires annual consultation at each location regarding the method most suitable for implementing the 38 hour week. It would create an unnecessary burden to impose such a requirement on industry sectors where existing arrangements regarding hours of work are well established and operate effectively without any requirement for such consultation at each branch or location.
43. Such a provision is inappropriate for application in industry sectors, (e.g., insurance and banking services (excluding credit unions)) where no such obligation is currently imposed. This provision would appear to be impractical and unnecessarily cumbersome and has been deleted.

Clause 19.10 - Shift Work

44. AFEI submits that particular changes need to be made to the Shift work provisions to ensure that employees engaged as 'day workers' are not captured by these definitions and, therefore, are entitled to shift penalties. For example, in the exposure draft, if an employee commenced employment at 11am and worked through to 7pm they would fall within both the definition of both an 'afternoon shift worker' and a 'day worker' as they are working within the span of ordinary hours.

45. Such potential for cross over and confusion should be remedied in the modern award. In Attachment 1 we have made particular wording changes to the provisions in the exposure draft to assist in clarifying this issue.
46. Further clarification may be achieved by amending the definition of particular shifts. For example, by consolidating the evening and afternoon shift provisions into one shift, such as:

*“Afternoon shift means any shift finishing after 7.00 pm and at or before midnight.”*

47. The above suggested changes would avoid unnecessary overlapping and facilitate the existence of a modern award that is ‘simple to understand’ and ‘easy to apply’.

#### **Clause 20 -Overtime and Penalty Rates**

48. An amendment has been suggested in Clause 20.1 to ensure that overtime is only paid when time worked is authorised by the employer. This amendment is to avoid any possible confusion, and disputation.

#### **Clause 21.3 - Annual Leave Loading**

49. AFEI has removed the reference to weekend penalty rates in clause 21.3(b) in respect of dayworkers to ensure this provision is consistent with the NES which provides for payment at the base rate of pay (exclusive of overtime penalties payable for weekend work). Clause 21.3(a) has also been amended to ensure that this clause provides that annual leave loading is payable when an employee takes annual leave.

50. AFEI also notes that annual leave loading is not included in the partial exemption contained in the exposure draft nor is its inclusion common in the exemption rates currently operating across this industry. The Credit Union Award 1998 and the Insurance Industry Award 1998 do, however, contain a limitation on the maximum amount of annual leave loading payable to employees. AFEI submits that it may be appropriate to retain such provisions to ensure that the amount of annual leave loading payable remains at a reasonable level, especially where such payment is made to high income earners. Accordingly, this provision has been included in AFEI's amendments to this clause.
51. Particular provisions in current awards also allow greater flexibility for employers and employees in the payment of annual leave loading. Certain awards allow for annual leave loading to be paid annually at a mutually agreed date (such as a date before Christmas or on the anniversary date) rather than upon each occasion an employee takes a period of annual leave. This reduces the administrative burden for employers and is often more suitable to employees who currently enjoy receiving an additional payment at a particular point in time. AFEI has, therefore, included an appropriate provision in clause 21.3 of the exposure draft enabling the continuation of this existing flexibility. Our amendment reflects the existing provision in the Credit Union Award 1998.

#### **Clause 24 - Public Holidays**

52. AFEI submits that the appropriate penalty rate should be double time and double time and half on Christmas day and Good Friday and has made these changes to the exposure draft.
53. AFEI agrees that public holidays should be able to be substituted for other days by agreement between employer and employee and supports the retention of this provision.

**ATTACHMENT 1**

Exposure Draft—January 2009

**Banking, Finance and Insurance Industry Award 2010**

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## Part 1—Application and Operation

### 1. Title

This award is the *Banking, Finance and Insurance Industry Award 2010*.

### 2. Commencement date

This award commences on 1 January 2010.

### 3. Definitions and interpretation

3.1 In this award, unless the contrary intention appears:

**Act** means the *Workplace Relations Act 1996* (Cth)

**Commission** means the Australian Industrial Relations Commission or its successor

**employee** has the meaning in the Act

**employer** has the meaning in the Act

**enterprise award** has the meaning in the Act

**NAPSA** means notional agreement preserving a State award and has the meaning in the Act

**NES** means National Employment Standards

**standard rate** means the minimum weekly wage for a Level 2 employee in clause 13.1

3.2 Where this award refers to a condition of employment provided for in the NES, the NES definition applies.

### 4. Coverage

4.1 This industry award covers employers throughout Australia who are engaged in the banking, finance and insurance industry in respect of work by their employees in a classification in this award and their employees engaged in the classifications listed in clause 13—Classifications and minimum wage rates of this award to the exclusion of any other modern award.

## 4.2 Definition of banking, finance and insurance industry

**Banking, finance and insurance industry** means the industries of banking, lending, loaning, providing credit, investment, finance, all forms of insurance, credit unions, building societies, financial intermediaries, trustee creditors and agencies, money market dealers, credit or charge card institutions, wool broking and services to the above industries such as broking, trading, debt recovery, financial consulting, valuation, money changing, data processing, transaction accounts, telephone enquires and transaction processing.

## 4.3 Exclusions

This award does not cover:

- (a) an employer bound by an enterprise award with respect to any employee who is covered by the enterprise award; and
- (b) an employee excluded from award coverage by the Act.

4.4 Where an employer is covered by more than one award, an employee of that employer is covered by the award classification which is most appropriate to the work performed by the employee and to the environment in which the employee normally performs the work.

NOTE: Where there is no classification for a particular employee in this award it is possible that the employer and that employee are covered by an award with occupational coverage.

## 5. Access to the award and the National Employment Standards

The employer must ensure that copies of this award and the NES are available to all employees to whom they apply either on a noticeboard which is conveniently located at or near the workplace or through electronic means, whichever makes them more accessible.

## 6. The National Employment Standards and this award

The [NES](#) and this award contain the minimum conditions of employment for employees covered by this award.

## 7. Award flexibility

7.1 Notwithstanding any other provision of this award, an employer and an individual employee may agree to vary the application of certain terms of this award to meet the genuine individual needs of the employer and the individual employee. The terms the employer and the individual employee may agree to vary the application of are those concerning:

- (a) arrangements for when work is performed;
- (b) overtime rates;

- (c) penalty rates;
  - (d) allowances; and
  - (e) leave loading.
- 7.2** The employer and the individual employee must have genuinely made the agreement without coercion or duress.
- 7.3** The agreement between the employer and the individual employee must:
- (a) be confined to a variation in the application of one or more of the terms listed in clause 7.1; and
  - (b) not disadvantage the individual employee in relation to the individual employee's terms and conditions of employment.
- 7.4** For the purposes of clause 7.3(b) the agreement will be taken not to disadvantage the individual employee in relation to the individual employee's terms and conditions of employment if:
- (a) the agreement does not result, on balance, in a reduction in the overall terms and conditions of employment of the individual employee under this award and any applicable agreement made under the Act, as those instruments applied as at the date the agreement commences to operate; and
  - (b) the agreement does not result in a reduction in the terms and conditions of employment of the individual employee under any other relevant laws of the Commonwealth or any relevant laws of a State or Territory.
- 7.5** The agreement between the employer and the individual employee must also:
- (a) be in writing, name the parties to the agreement and be signed by the employer and the individual employee and, if the employee is under 18 years of age, the employee's parent or guardian;
  - (b) state each term of this award that the employer and the individual employee have agreed to vary;
  - (c) detail how the application of each term has been varied by agreement between the employer and the individual employee;
  - (d) detail how the agreement does not disadvantage the individual employee in relation to the individual employee's terms and conditions of employment; and
  - (e) state the date the agreement commences to operate.
- 7.6** The employer must give the individual employee a copy of the agreement and keep the agreement as a time and wages record.
- 7.7** An employer seeking to enter into an agreement must provide a written proposal to the employee. Where the employee's understanding of written English is limited the employer must take measures, including translation into an appropriate language, to ensure the employee understands the proposal.

- 7.8** The agreement may be terminated:
- (a) by the employer or the individual employee giving four weeks' notice of termination, in writing, to the other party and the agreement ceasing to operate at the end of the notice period; or
  - (b) at any time, by written agreement between the employer and the individual employee.
- 7.9** The right to make an agreement pursuant to this clause is in addition to, and is not intended to otherwise affect, any provision for an agreement between an employer and an individual employee contained in any other term of this award.

## **Part 2—Consultation and Dispute Resolution**

### **8. Consultation regarding major workplace change**

#### **8.1 Employer to notify**

- (a) Where an employer 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 employer must notify the employees who may be affected by the proposed changes and their representatives, if any.
- (b) **Significant effects** include termination of employment; major changes in the composition, operation or size of the employer's workforce or in the skills required; the elimination or diminution of job opportunities, promotion opportunities or job tenure; the alteration of hours of work; the need for retraining or transfer of employees to other work or locations; and the restructuring of jobs. Provided that where this award makes provision for alteration of any of these matters an alteration is deemed not to have significant effect.

#### **8.2 Employer to discuss change**

- (a) The employer must discuss with the employees affected and their representatives, if any, the introduction of the changes referred to in clause 8.1, 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 and/or their representatives in relation to the changes.
- (b) The discussions must commence as early as practicable after a definite decision has been made by the employer to make the changes referred to in clause 8.1.
- (c) For the purposes of such discussion, the employer must provide in writing to the employees concerned and their representatives, if any, 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 employer's interests.

## **9. Dispute resolution**

- 9.1** In the event of a dispute about a matter under this award, or a dispute in relation to the NES, in the first instance the parties must attempt to resolve the matter at the workplace by discussions between the employee or employees concerned and the relevant supervisor. If such discussions do not resolve the dispute, the parties will endeavour to resolve the dispute in a timely manner by discussions between the employee or employees concerned and more senior levels of management as appropriate.
- 9.2** If a dispute about a matter arising under this award or a dispute in relation to the NES is unable to be resolved at the workplace, and all appropriate steps under clause 9.1 have been taken, a party to the dispute may refer the dispute to the Commission.
- 9.3** The parties may agree on the process to be utilised by the Commission including mediation, conciliation and consent arbitration.
- 9.4** Where the matter in dispute remains unresolved the Commission may exercise any method of dispute resolution permitted by the Act that it considers appropriate to ensure the settlement of the dispute.
- 9.5** An employer or employee may appoint another person, organisation or association to accompany and/or represent them for the purposes of this clause.
- 9.6** While the dispute resolution procedure is being conducted, work must continue in accordance with this award and the Act. Subject to applicable occupational health and safety legislation, an employee must not unreasonably fail to comply with a direction by the employer to perform work, whether at the same or another workplace, that is safe and appropriate for the employee to perform.

## **Part 3—Types of Employment and Termination of Employment**

### **10. Types of employment**

An employee may be engaged on a full-time, part-time or casual basis.

#### **10.1 Full-time employment**

A full-time employee is an employee who is engaged to work an average of 38 ordinary hours per week.

#### **10.2 Part-time employment**

- (a) A part-time employee is an employee who:
- (i) is engaged to work an average of fewer than 38 ordinary hours per week; and
  - (ii) receives, on a pro rata basis, equivalent pay and conditions to those of full-time employees who do the same kind of work.

- (b) For each ordinary hour worked, a part-time employee will be paid no less than 1/38th of the minimum weekly rate of pay for the relevant classification in clause 13—Classifications and minimum wage rates.
- (c) An employer must inform a part-time employee of the ordinary hours of work and starting and finishing times. ~~All time worked in excess of these hours will be paid at the appropriate overtime rate.~~
- (d) Part time employees may, by mutual agreement, work additional hours to their regular hours, up to 76 per fortnight. Such additional hours shall be paid at the ordinary time rate of pay and such additional hours will accrue leave as per clauses 21 and 22.
- (e) All time worked in excess of the hours as mutually agreed shall be paid at the appropriate overtime rate.
- (f) Change to hours of part time employees
  - (i) The Employer may seek to vary, either by increasing or by reducing, a part time employee's agreed regular pattern of work at any time to meet operational requirements. Any variation to the regular pattern of work will only be by mutual agreement.
  - (ii) Where agreement has been reached, the new regular pattern of work will be recorded in writing and given to the employee.
  - (iii) Where agreement cannot be reached for such change to regular hours of work, the Employer may:
    - offer the change to another employee; or
    - not make the change in the regular pattern of work; or
    - inform the employee that their hours may be varied at the expiration of four weeks written notice. Provided, however, that the employer and the employee may agree on a lesser period.

### 10.3 Casual employment

- (a) A casual employee is one engaged and paid as such. A casual employee's ordinary hours of work are the lesser of an average of 38 hours per week or the hours required to be worked by the employer.
- (b) For each hour worked, a casual employee will be paid no less than 1/38th of the minimum weekly rate of pay for their classification in clause 13—Classifications and minimum wage rates, plus a casual loading of 25%. The loading constitutes part of the casual employee's all purpose rate.
- (c) The casual loading is paid instead of annual leave, personal/carer's leave, notice of termination, redundancy benefits and the other attributes of full-time or part-time employment.

## **11. Termination of employment**

**11.1** Notice of termination is provided for in the NES.

### **11.2 Notice of termination by an employee**

The notice of termination required to be given by an employee is the same as that required of an employer except that there is no requirement on the employee to give additional notice based on the age of the employee concerned. If an employee fails to give the required notice the employer may withhold from any monies due to the employee on termination under this award or the NES, an amount not exceeding the amount the employee would have been paid under this award in respect of the period of notice required by this clause less any period of notice actually given by the employee.

### **11.3 Job search entitlement**

Where an employer has given notice of termination to an employee, an employee must be allowed up to one day's time off without loss of pay for the purpose of seeking other employment. The time off is to be taken at times that are convenient to the employee after consultation with the employer.

## **12. Redundancy**

**12.1** Redundancy pay is provided for in the NES.

### **12.2 Transfer to lower paid duties**

Where an employee is transferred to lower paid duties by reason of redundancy, the same period of notice must be given as the employee would have been entitled to if the employment had been terminated and the employer may, at the employer's option, make payment instead of an amount equal to the difference between the former ordinary time rate of pay and the ordinary time rate of pay for the number of weeks of notice still owing.

### **12.3 Employee leaving during notice period**

An employee given notice of termination in circumstances of redundancy may terminate their employment during the period of notice. The employee is entitled to receive the benefits and payments they would have received under this clause had they remained in employment until the expiry of the notice, but is not entitled to payment instead of notice.

### **12.4 Job search entitlement**

- (a)** An employee given notice of termination in circumstances of redundancy must be allowed up to one day's time off without loss of pay during each week of notice for the purpose of seeking other employment.
- (b)** If the employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the employee must, at the request of the employer, produce proof of attendance at an interview or

they will not be entitled to payment for the time absent. For this purpose a statutory declaration will be sufficient.

- (c) This entitlement applies instead of clause 11.3.

## 12.5 Transitional provisions

- (a) Subject to clause 12.5(b), an employee whose employment is terminated by an employer is entitled to redundancy pay in accordance with the terms of a NAPSA:
- (i) that would have applied to the employee immediately prior to 1 January 2010, if the employee had at that time been in their current circumstances of employment and no agreement made under the Act had applied to the employee; and
  - (ii) that would have entitled the employee to redundancy pay in excess of the employee's entitlement to redundancy pay, if any, under the NES.
- (b) The employee's entitlement to redundancy pay under the NAPSA is limited to the amount of redundancy pay which exceeds the employee's entitlement to redundancy pay, if any, under the NES.
- (c) This clause does not operate to diminish an employee's entitlement to redundancy pay under any other instrument.
- (d) Clause 12.5 will cease to operate on 31 December 2014.

## Part 4—Minimum Wages and Related Matters

### 13. Classifications and minimum wage rates

#### 13.1 Adult employees

- (a) A full-time adult employee must be paid a minimum weekly rate for their classification as set out in the table below:

Level	Minimum annual salary	Minimum weekly rate
	\$	\$
Level 1	30,160	580.00
Level 2	33,155	637.60
Level 3	35,100	675.00
Level 4	36,920	710.00
Level 5	38,480	740.00
Level 6	41,600	832.00

- (b) The classification structure and descriptors for the above classifications are contained in Schedule A—Classification Structure.

### 13.2 Exemption rate

The following clauses will not apply to employees who are paid a salary, before overtime payments and shiftwork allowances, which is more than 15% above the Level 5 minimum weekly rate above:

- clause 19—Hours of work, ~~except Shiftwork: clause 19.10;~~
- clause 20—Overtime and penalty rates;
- Public holidays: clauses 24.2 and 24.3;
- Travel expenses: clause 16.4(b)(ii);
- Stand-by and call-back allowances: clause 16.2(b); and
- Higher duties allowance: clause 16.2(c).

### 13.3 Junior employees

Where the law permits junior employees to perform work in the banking and finance industry ([as defined in clause 4.2](#)), the junior employee will be entitled to the percentage of the applicable adult weekly wage (in the case of part-time or casual employees the hourly rate) for their classification as set out in the table below:

Age	% of adult rate
16 years or less	50
At 17 years	60
At 18 years	70
At 19 years	80
At 20 years	90

### 14. School-based apprentices

See Schedule B

### 15. Supported wage system

See Schedule C

### 16. Allowances

**16.1** Allowances are all-purpose allowances only if expressly stated in this clause. Where an employee is paid by the hour, the allowance will be 1/38th of the weekly allowance.

**16.2 Allowances for responsibilities or skills that are not taken into account in rates of pay**

**(a) First aid allowance**

Where an employer is required by legislation to appoint an accredited first aid officer(s) to perform first aid duties, such appointed employee(s) must be paid 1.84% of the standard rate per week For part-time employees this figure shall be calculated on a prorata basis by the number of hours in relation to 38 hours.

**(b) Stand-by and call-back allowances**

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

<b>Days</b>	<b>Per day % of the standard rate</b>
Monday to Friday inclusive	2.12
Saturdays, Sundays and public holidays	4.33

(ii) An employee who formally is rostered to stand-by and is recalled to work must be paid in accordance with the provisions of clause 20—Overtime and penalty rates. 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 must be included. Provided that the minimum payment for work performed under this clause must be two hours.

(iii) Where an employee provides their own car, and uses it in connection with the employer’s business in the above circumstances, they must be paid an allowance as provided by clause ~~16.2(b)(i)~~16.4(b)(iv) when so using the car. Payment will be calculated on a home to home basis.

(iv) Where the employee uses public transport, including the use of taxis, the fare will be reimbursed.

(v) An employee while rostered on stand-by duty must be reimbursed all business calls.

(vi) An employee who is not formally rostered to stand-by but is recalled to work must be paid in accordance with the provision of clause 20—Overtime and penalty rates and must be entitled to a minimum payment of two hours at the appropriate overtime rate. The duration of the call-out will be assessed as in 16.2(b)(ii) of this clause.

(c) **Higher duties allowance**

Where an employee is required by the employer to relieve in a job which is at a level higher than the job in which the employee usually works, for a period of more than four consecutive working days, the employee must be paid at least the minimum salary prescribed in this award for the higher job level.

**16.3 Allowances for disabilities associated with the performance of particular tasks or work in particular conditions or locations**

(a) **District allowances**

(i) **Northern Territory**

An employee in the Northern Territory is entitled to payment of a district allowance in accordance with the terms of an award made under the *Workplace Relations Act 1996* (Cth):

- that would have applied to the employee immediately prior to 1 January 2010, if the employee had at that time been in their current circumstances of employment and no agreement made under that Act had applied to the employee; and
- that would have entitled the employee to payment of a district allowance.

(ii) **Western Australia**

An employee in Western Australia is entitled to payment of a district allowance in accordance with the terms of a NAPSA or an award made under the *Workplace Relations Act 1996* (Cth):

- that would have applied to the employee immediately prior to 1 January 2010, if the employee had at that time been in their current circumstances of employment and no agreement made under that Act had applied to the employee; and
- that would have entitled the employee to payment of a district allowance.

(iii) This clause ceases to operate on 31 December 2014.

(iv) During the transitional period an employee is not entitled to payment of both the Industry allowance and the District allowance. The employee must be paid whichever allowance is the greater.

**16.4 Reimbursement and expense related allowances**

(a) **Meal allowance**

Where an employee works a minimum of 1.5 hours overtime and that period extends beyond 6.00 pm they must be paid a meal allowance of \$12.79, or provided with a suitable meal. A further allowance of \$10.52 must be paid if the overtime worked exceeds 5.5 hours.~~An employee must be paid a meal allowance of \$12.79, or provided with a suitable meal after working a~~

~~minimum of 1.5 hours overtime, provided that the period extends beyond 6.00 pm and a further allowance of \$10.52 must be paid if the overtime actually exceeds 5.5 hours.~~

**(b) Travelling expenses**

- (i) When an employee in the course of their duty, is required to go to any place away from their usual place of employment they must 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 must be paid all reasonable expenses actually incurred and in addition must 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 will be made.

**(iii) Motor vehicle allowance**

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

	<b>Per week</b>
	<b>\$</b>
For a vehicle 1500 cc and under	97.58
For a vehicle over 1500 cc	120.36

- (iv) Where an employer approves the use by any other employee of a private motor vehicle on a casual or incidental basis, they must be paid an allowance of \$0.74 per kilometre travelled.
- (v) Where an employer provides a vehicle they must pay the whole of the cost of the upkeep, registration, insurance, maintenance and running expenses.

**16.5 Method of adjusting expense related allowances**

At the time of any adjustment to the standard rate, each expense related allowance will be increased by the relevant adjustment factor. The relevant adjustment factor for this purpose is the percentage movement in the applicable index figure most recently published by the Australian Bureau of Statistics since the allowance was last adjusted.

The applicable index figure is the index figure published by the Australian Bureau of Statistics for the Eight Capitals Consumer Price Index (Cat No. 6401.0), as follows:

Meal allowance

Take away and fast foods sub-group

Travelling expenses

Private motoring sub-group

## **17. Accident pay**

**17.1** Subject to clause 17.2, an employee is entitled to accident pay in accordance with the terms of:

- (a) a NAPSA that would have applied to the employee immediately prior to 1 January 2010 or an award made under the *Workplace Relations Act 1996* (Cth) that would have applied to the employee immediately prior to 27 March 2006, if the employee had at that time been in their current circumstances of employment and no agreement made under the *Workplace Relations Act 1996* (Cth) had applied to the employee; and
- (b) that would have entitled the employee to accident pay in excess of the employee's entitlement to accident pay, if any, under any other instrument.

**17.2** The employee's entitlement to accident pay under the NAPSA or award is limited to the amount of accident pay which exceeds the employee's entitlement to accident pay, if any, under any other instrument.

**17.3** This clause does not operate to diminish an employee's entitlement to accident pay under any other instrument.

**17.4** This clause ceases to operate on 31 December 2014.

## **18. Payment of wages**

**18.1** Employees must be paid their salaries weekly or fortnightly as determined by the employer or monthly if mutually agreed. Where payment is made monthly it must be on the basis of two weeks in advance and two weeks in arrears.

**18.2** Wages must be paid either by cash, cheque or electronic funds transfer, the method of which will be determined by the employer.

## **Part 5—Hours of Work and Related Matters**

### **19. Ordinary hours of work**

#### **19.1 Span of hours**

The span of ordinary hour will be 7.00 am to 7.00 pm, Monday to Friday, and 8.00 am to 12 noon Saturday.

Provided that on not more than one night per week, which must be specified in advance by the employer, the span of ordinary hours may be worked up to 9.00 pm in a designated area.

**19.2** Ordinary hours of work exclusive of meal breaks will be an average of 38 per week to be worked on one of the following bases.

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

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

**19.3** The ~~implementation of the 38 hour week~~ ordinary hours of work may be arranged by any one of the following:

- (a) employees working less than eight ordinary hours each day;
- (b) ~~employees working less than eight ordinary hours on one or more days each week and a greater number of hours on other days per week, provided that the maximum ordinary hours shall not be in excess of 10 on any day excluding meal breaks;~~
- (c) rostering employees off on various days of the week during a particular work cycle so that each employee has one week day off during that cycle;
- (d) fixing one week day on which employees will be off during a particular work cycle; or
- (e) where the employer and employees agree, rostered days off, which occur as a result of employment in accordance with the provisions of this, may accumulate to a maximum of five days, these accumulated days may be taken at any one time mutually agreed between the employer and employees and will be taken within six months of accrual.

~~In each work location an assessment will be made annually as to which method of implementation best suits the wishes of employees and the needs of the business and the proposal will be discussed with the employees concerned, the objective being to reach agreement on the method of implementation.~~

~~In the absence of agreement, the matter will be dealt with in terms of clause 9—Dispute resolution.~~

**19.4** ~~Where the objective is to enable employees to take a day off more frequently than otherwise would be the case the employer and the majority of employees in a section or sections of the employer's business may agree in writing that up to nine and one-half ordinary hours may be worked on any day.~~

**19.5** When an employee is asked to work beyond their normal finishing time and where the usual means of transport is either unavailable, impracticable or unsafe, the

employer will arrange suitable transport for the employee between the place of work and the employee's place of residence provided that where an employee chooses to use their own motor vehicle with the agreement of the employer they must be reimbursed for kilometrage in terms of clause 16.4(b) of this award.

**19.6 Meal breaks**

Meal breaks will be no less than 30 minutes, as determined by the employer provided that an employee will not be called upon to work in excess of five hours without a meal break except where the daily hours to be worked are six hours or less and the employee applies to work for that extended period without such breaks and the employer agrees. Provided further that in emergency circumstances a meal break may be deferred by mutual agreement.

**19.7** Commencing and ceasing times within the span of hours may be staggered by the employer to improve operational efficiency.

**19.8 Make-up time**

Notwithstanding provisions elsewhere in this award, an employer and the majority of employees at an enterprise may agree to establish a system of make-up time provided that:

- (a) An employee may elect, with the consent of an employer, to work make-up time under which the employee takes time off during ordinary hours, and works those hours at a later time, during the spread of ordinary hours provided in this award.
- (b) An employee on shiftwork may elect, with the consent of their employer, to work make-up time under which the employee takes time off ordinary hours and works those hours at a later time, at the shiftwork rate which would have been applicable to the hours taken off.
- (c) Once a decision has been taken to introduce an enterprise system of make-up time, in accordance with this clause, its terms must be set out in the time and wages records kept pursuant to relevant regulations.
- (d) An employer will record make-up time arrangements in the time and wages book each time this provision is used.

**19.9 Rostered days off**

Notwithstanding provisions elsewhere in this award, an employer and the majority of employees at an enterprise may agree to establish a system of rostered days off to provide that:

- (a) an employee may elect, with the consent of an employer to take a rostered day off at any time;
- (b) an employee may elect with the consent of an employer, to take rostered days off in part day amounts;
- (c) an employee may elect, with the consent of an employer, to accrue some or all rostered days off for the purpose of creating a bank to be drawn upon by the

employee at times mutually agreed by an employer, or subject to reasonable notice by the employee or an employer;

- (d) once a decision has been taken to introduce an enterprise system of rostered days off flexibility, in accordance with this clause, its terms must be set out in the time and wages records kept pursuant to relevant regulations; and
- (e) an employer will record rostered days off arrangements in the time and wages book at each time this provision is used.

#### 19.10 Shiftwork

- (a) Shiftwork may be worked on the following basis.
- (b) The following definitions will apply in relation to this clause:
  - (i) a shiftworker means an employee whose ordinary hours of work are worked in accordance with the shifts defined in this clause;
  - (ii) **afternoon shift** means any shift commencing after 10.45 am and at or before 6.00 pm;
  - (iii) **early morning shift** means any shift commencing between 4.00 am and 7.00 am;
  - (iv) **evening shift** means any shift commencing after 6.00 pm and before 8.00 pm; and
  - (v) **night shift** means any shift commencing at or after 8.00 pm or before 4.00 am.

Provided that employees who, are employed between the hours of 7.00 am to 7.00 pm (and up to 9.00 pm on any one night between Monday to Friday inclusive) in accordance with this clause, will not be considered shiftworkers for the purposes of this award unless designated as such.

in accordance with this clause, work ordinary hours up to 9.00 pm on any one night between Monday to Friday inclusive, will not be considered shiftworkers for the purposes of this award.

- (c) The following allowances will apply in relation to the working of shiftwork:
  - afternoon shift at the rate of 15%;
  - early morning shift at the rate of 12.5%;
  - evening shift at the rate of 20%; and
  - night shift at the rate of 27.5%.
- (d) Casual and part-time shiftworkers will receive the allowance prescribed in this clause.

Provided that casual and part-time employees who are employed between the hours of 7.00 am to 7.00 pm (and up to 9.00 pm on any one night between Monday to Friday inclusive) in accordance with this clause, will not be

considered shiftworkers for the purposes of this award [unless designated as such](#).

- (e) Meal breaks will be of 20 minutes' duration and paid as if worked. An employee will not be called upon to work in excess of five hours without a meal break except where the daily hours to be worked are six hours or less and the employee applies to work for that extended period without such break and the employer agrees. Provided further that in emergency circumstances a meal break may be deferred by mutual agreement.
- (f) An employer may implement such measures as deemed necessary to enable continuity of operations during shift changeovers.
- (g) No employee under 18 years of age will be employed on shiftwork except with the written consent of the employee's parent/guardian.
- (h) Arrangements for transport for employees finishing or commencing a shift between the hours of 8.00 pm to 6.00 am are to be satisfactorily established by the employer concerned, taking into account the requirements of the particular location, and having regard to any special circumstances.
- (i) Notwithstanding anything contained elsewhere in this award, in any area where by reason of the legislation of a State summer time is prescribed as being in advance of the standard time of that State the length of any shift:
  - (i) commencing before the time prescribed by the relevant legislation for the commencement of a summer time period; and
  - (ii) commencing on or before the time prescribed by such legislation for the termination of a summer time period will be deemed to be the number of hours represented by the difference between the time recorded by the clock at the beginning of the shift and the time so recorded at the end thereof, the time of the clock in each case to be set to the time fixed pursuant to the relevant State legislation.

In this clause the expression **standard time** and **summer time** will bear the same meaning as are prescribed by the relevant State legislation.

## 20. Overtime and penalty rates

20.1 All time worked outside ordinary hours of work prescribed by this award, [at the direction of the employer](#) will be paid for at the rate of:

- time and one half for the first three hours and double time thereafter. For all work on Saturday outside an employee's weekly hours, they will be paid double time;
- all work performed on Sunday will be paid at double time; and
- provided that in computing overtime each day's work will stand alone.

20.2 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.

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- 20.3** 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.
- 20.4** An employee may elect, with the consent of an employer, to take time off instead of payment for overtime at a time or times agreed with an employer.
- 20.5** Overtime taken as time off during ordinary time hours will be taken at the ordinary time rate, that is an hour for each hour worked.
- 20.6** An employer will, if requested by an employee, provide payment at the rate provided for the payment of overtime as prescribed in this clause, for any overtime worked under this clause where such time has not been taken within four weeks of accrual.
- 20.7** An employer may require any employee to work reasonable overtime at overtime rates and such employee will work overtime in accordance with such requirement.
- 20.8** When overtime work is necessary, it will wherever reasonably practicable, be so arranged that employees have at least 10 consecutive hours off duty between the work of successive days.

An employee (other than a casual employee) who works so much overtime between the termination of their ordinary work on one day and the commencement of their ordinary work on the next day that they have not had at least ten consecutive hours off duty between those times will, subject to this clause, be released after completion of such overtime until they have had 10 consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

If on the instruction of the employer such an employee resumes or continues work without having had such 10 consecutive hours off duty they must be paid at double rates until they are released from duty for such period and they will then be entitled to be absent until they have had 10 consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

The provisions of this clause will apply in the case of shiftworkers as if eight hours were substituted for 10 hours when overtime is worked:

- (a) for the purpose of changing shift rosters;
- (b) where a shiftworker does not report for duty and a day worker or shiftworker is required to replace such shiftworker; or
- (c) where a shift is worked by arrangement between the employees themselves.

Overtime worked in the circumstances specified in clause 16.2(b) will not be regarded as overtime for the purposes of this clause when the actual time worked is less than two hours on such recall or on each of such recalls.

## Part 6—Leave and Public Holidays

### 21. Annual leave

21.1 Annual leave is provided for in the NES.

### 21.2 Definition of shift-worker

For the purpose of the additional week of annual leave provided for in the NES, a **shiftworker** is a seven day shiftworker who is regularly rostered to work on Sundays and public holidays in a business in which shifts are continuously rostered 24 hours a day for seven days a week.

### 21.3 Annual leave loading

(a) **When taking a period** of annual leave an employee will receive a loading calculated on the rate of wage prescribed in clause 13—Classifications and minimum wage rates. Annual leave loading payment is payable on leave accrued.

(b) The loading is as follows:

#### (i) Day work

Employees who would have worked on day work only had they not been on leave—17.5% ~~or the relevant weekend penalty rates, whichever is the greater but not both.~~

#### (ii) Shift-work

Employees who would have worked on shift-work had they not been on leave—a loading of 17.5% or the shift loading (including relevant weekend penalty rates) whichever is the greater but not both.

Provided that the maximum loading payable to an employee for leave for each calendar year's service is the weekly total earnings figure for all male employees for August in the year preceding the year in which the leave accrues. This figure is published by the Australian Bureau of Statistics. For part-time employees this figure shall be calculated on a prorata basis by the number of hours in relation to 38 hours.

(c) An employer may by reason of administrative convenience make a once yearly payment of leave loading to coincide with an employee's taking of the major portion of their annual leave or at a date mutually agreed.

#### **21.4 Paid leave in advance of accrued entitlement**

An employer may allow an employee to take annual leave either wholly or partly in advance before the leave has accrued. Where paid leave has been granted to an employee in excess of the employee's accrued entitlement, and the employee subsequently leaves or is discharged from the service of the employer before completing the required amount of service to account for the leave provided in advance, the employer is entitled to deduct the amount of leave in advance still owing from any remuneration payable to the employee upon termination of employment.

#### **21.5 Requirement to take leave notwithstanding terms of the NES**

An employer may require an employee to take annual leave by giving at least four weeks' notice in the following circumstances:

- (a) as part of a close-down of its operations; or
- (b) where more than eight weeks' leave is accrued.

### **22. Personal/carer's leave and compassionate leave**

Personal/carer's leave and compassionate leave are provided for in the NES.

### **23. Community service leave**

Community service leave is provided for in the NES.

### **24. Public holidays**

24.1 Public holidays are provided for in the NES.

24.2 An employer and the employees may by agreement substitute another day for a public holiday.

24.3 Where both a public holiday and substitute day are worked public holiday penalties are payable on one of those days at the election of the employee

24.4 Work on a public holiday or a substituted day must be paid at double time and a half except for Christmas Day and Good Friday when double time and one-half shall be paid. An employee required to work on a public holiday is entitled to not less than four hours pay at penalty rates provided the employee is available to work for four hours. Where both a public holiday and substitute day are worked public holiday penalties are payable on one of those days at the election of the employee. An employee required to work on a public holiday is entitled to not less than four hours pay at penalty rates provided the employee is available to work for four hours.

## Schedule A—Classification Structure

### A.1 Level 1

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

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

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

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

### A.2 Level 2

A Level 2 position performs tasks and service requirements given authority within defined limits and employer established guidelines, using a more extensive range of skills and knowledge at a level higher than in Level 1.

Level 2 employees are responsible for their own work which is performed within established routines, methods and procedures.

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

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

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

### A.3 Level 3

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

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

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

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

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

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

### A.4 Level 4

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

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

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

Typical activities and skills may include but not limited to:

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

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

#### **A.5 Level 5**

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

The position may be:

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

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

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

#### **A.6 Level 6**

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

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

**ATTACHMENT 2: FINANCE INDUSTRY – PART TIME HOURS (Pg 1 of 2)**

Credit Union Award 1998	Queensland Credit Union Award 1999	Western Australian Credit Union Award 2001	Credit Union Employees (SA) Award	Credit Unions' Administrative & Clerical Officers' Award – State 2002 (QLD)	Clerical Employees' Award - Permanent Building Societies - State 2003 (QLD)
<p><b>Source: Clause 6.4</b></p> <p>Employees work less than 38hrs per week and have predictable hours of work. Agreement shall be made at engagement as to regular pattern of work.</p> <p>With agreement, part-time employees may work up to 76hr per fortnight with payment at ordinary rate and accrual of leave on those hours.</p> <p>Alternative arrangements of hours can be made with genuine agreement.</p>	<p><b>Source: Clause 10.3</b></p> <p>Part-time employees work less than the hours of full-time employees (37.5hrs/week) and within the same span of hours as full-time.</p> <p>by agreement between the employer and employee, the hours of work including the number of hours and the times that those hours are worked under the part-time contract of employment may be varied. This variation of hours may be permanent or temporary.</p> <p>Subject to agreement from the employer, employees have the option to transfer from full-time to part-time mode and vice-versa. Transfers will not cause any break in service nor loss of accrued benefits.</p>	<p><b>Source: Clause 6.3</b></p> <p>Part-time employees work regular hours, less than 38hrs/week. Agreement in writing needs to be made about regular pattern of work on commencement.</p> <p>Part time employees may, by mutual agreement, work additional hours to their regular hours, up to 76 per fortnight. Such additional hours will be paid at the ordinary time rate of pay and such additional hours will accrue leave</p>	<p><b>Source: Clause 4.2.2</b></p> <p>A <i>part-time employee</i> will be entitled to receive overtime payments only in relation to hours worked outside of the span of ordinary hours as specified in Clauses 6.1 Hours of Work and 6.4 Shift Work Provisions, in excess of an average of 38 hours per week, or in excess of 1950 hours in the first <i>twelve (12) month period</i> of employment, and 1800 hours in any successive <i>twelve (12) month period</i>.</p> <p>(ie. OT is paid on same basis as full time employee)</p>	<p><b>Source: Clause 4.3</b></p> <p>Part-time employees shall work no less than 16hrs/week and no more than 30hrs/week. Where there is mutual agreement, a part-time employee may work more than 30 ordinary hours per week but less than 37 hours per week</p> <p>All time worked outside of the ordinary hours of work as mutually arranged in accordance with clause 4.3.4 will be overtime and paid for at the rates prescribed in clause 6.4 - Overtime.</p> <p>4.3.4 includes 'The agreed number of ordinary hours per week may only be varied by mutual agreement.'</p>	<p><b>Source: Clause 4.2</b></p> <p>Part-time employees shall work no less than 6hrs/week and no more than 32hrs/week.</p> <p>Provided that by mutual agreement, a part-time Employee may work more than 32 hours per week but less than 38 hours per week. Where such an agreement is reached it shall be recorded in writing.</p> <p>All time worked outside the spread of ordinary working hours as provided for in clause 6.1.2 and all time worked in excess of the hours as mutually arranged in clauses 4.2.3 and 4.2.4 will be overtime and paid for at the rates prescribed in clause 6.4 - Overtime, of this award.</p>

## FINANCE INDUSTRY – PART TIME HOURS (Pg 2 of 2)

Clerical & Admin Employees in Permanent Building Societies (NSW) State Award	Permanent Building Societies (Administrative and Clerical Officers) Award, 1975 (WA)	Clerical & Admin Employees (Health Insurance Industry) Award 2001	Insurance Industry Award
<p><b>Source: Clause 4(v); 17</b></p> <p>Where fixed hours are less than 38 per week, 2hrs after normal finishing time may be worked without payment of overtime on 1 day, or on 4 days per month or on 8 days in 2 months. Part-time employee not required to work more than 8hrs36mins in any one day nor more than 38hrs/week without payment of overtime and such hours must be between 7.30am and 6pm Mon-Fri.</p> <p>Part-time hours are not less than 2 shifts per week and 12 hours, but not more than 30hrs/week, unless relieving a full-time employee for limited periods. The starting time and hours of work when once fixed shall not be altered in the absence of agreement by the employee to be affected without notice being given by the employer to the employee in the preceding working week.</p>	<p><b>Source: Clause 6A</b></p> <p>Part-time employees shall be engaged for a maximum of 120hrs in a 4 week cycle</p> <p>A part-time employee will be paid at overtime rates where they work in excess of 120hrs in 4 weeks or in excess of the weekly ordinary hours or outside the span of hours.</p>	<p><b>Source: Clause 13.5</b></p> <p>At the time of engagement, the employer and employee shall agree in writing to the pattern of work, including days and hours of work and start and finish times. Any agreed variation to the regular pattern of work will be recorded in writing.</p> <p>All time worked in excess of the hours as mutually arranged will be overtime and payment will be calculated based on the rates prescribed in clause 16, except in New South Wales where, after the first two hours of work immediately following the fixed finishing time on any day, and subject to a maximum of nine hours on any day and 38 hours in any week, all time worked in excess of rostered hours will be overtime and payment</p>	<p><b>Source: Clause 10</b></p> <p>Part-time employee means a person employed to work reasonably predictable hours which are fewer than the standard office hours of the respondent.</p> <p>All time worked by part-time employees outside the spread of hours as prescribed in 18 - Hours (7am-7pm) must be paid at overtime rates in accordance with clause 19 – Overtime.</p>