



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

AMM2008/16 – FINANCIAL SERVICES GROUP

1. The Australian Federation of Employers and Industries (AFEI), formed in 1904, is one of the oldest and most respected independent business advisory organisations in Australia. AFEI has been a peak council for employers in NSW and has consistently represented employers in matters of industrial regulation since its inception.
2. With over 3,500 members and over 60 affiliated industry associations, our main role is to represent, advise, and assist employers in all areas of workplace and industrial relations and human resources. Our membership extends across employers of all sizes and a wide diversity of industries.
3. AFEI provides advice and information on employment law and workplace regulation, human resources management, occupational health and safety and workers compensation. We have been the lead employer party in running almost every major test case in the New South Wales jurisdiction.
4. AFEI is a key participant in developing employer policy at national and state (NSW) levels and is actively involved in all major workplace relations issues affecting Australian businesses.

5. AFEI has an interest in each of the areas with which this group is concerned, including the insurance and the health insurance industries. AFEI also represents most (if not all) of the credit unions and permanent building societies in NSW.
6. A modern award for the Insurance Industry should logically be based upon the Insurance Industry Award 1998.
7. A modern award for the Health Insurance Industry should logically be based upon the Clerical and Administrative Employees (Health Insurance Industry) Award 2001.
8. In relation to Finance and Investment Services, we note that there is no industry award as such (the Finance Company Employees Award 2001 is a federal enterprise award as it only applies to one Company). The Award in NSW (and we assume elsewhere) which would generally apply to these employees is the Clerical and Administrative Employees (State) Award. Accordingly it would be appropriate for the award for the Clerks- Private Sector award to also apply to employees in the industry.
9. In relation to "banking services" AFEI agrees that there should be a separate award but one which is not described as "banking services". The use of the description of "banking services" is somewhat of a misnomer as the employers which would, in fact, be covered by such an award would mainly be non – banking financial institutions, namely credit unions and permanent building societies.

10. In the banking services group are the following pre-reform awards and NAPSAs:
 - Bank of Queensland Agents Award 2004
 - Credit Union Award 1998
 - Queensland Credit Union Award 1999
 - Western Australian Credit unions Award 2001
 - Clerical and Administrative Employees in Permanent Building Societies (State) Award
 - Clerical Employees' Award – Permanent Building Societies State 2003
 - Credit Union's Administrative and Clerical Officers Award State 2002
 - Credit Union Employees (SA) Award
 - Permanent Building Societies (Administrative and Clerical Officers) Award 1975

11. There are also a large number of federal Enterprise awards applying to banks. However, as required by s. 576V (3) of the Act those awards will not be affected by the creation of the modern award. Further, no regard should be had to them when establishing an award for the non-bank financial institutions which are covered by the non-enterprise awards and NAPSAs in this group.

12. We have drafted a proposed award to cover this sector, comprising credit unions and permanent building societies. The proposal has been drafted using the Credit Union Award 1998 as a base. This Award has the largest coverage of any of the Credit Union Awards (covering NSW, Victoria and the

ACT) and is in similar terms to the Federal Credit Union Awards applying in WA, SA and Queensland.

13. The Credit Union Award is also very similar to the Clerical and Administrative Employee Permanent Building Societies NAPSAs in various States.
14. The terms of the draft proposed award are the same as the existing Credit Union Award except as follows:
 - On Saturday the penalty for ordinary time work between 8.00am and 6.00pm is time and over-quarter and in the case of casual employees, time and one-half. Under the Award there is currently no penalty paid for work on a Saturday morning in Victoria and a penalty of time and one half for work on a Saturday morning in NSW and the ACT.
 - The overtime provision for Victoria of time and one-half for the first three hours and double time thereafter has been applied generally instead of the NSW overtime provision.
 - The provision for ordinary-time work until 9.00pm on one weeknight has been made generally applicable. Currently this provision applies to NSW and the ACT but not in Victoria.
 - Junior rates have been rationalised into a single scale which is roughly half way between the rates currently prescribed for NSW, ACT and Victoria, and which is expressed in percentage terms reflective of the Grade 2 Junior scale in Victoria.

- The locomotion provisions have been rationalised by removing the different kilometrage scale based on the size of the vehicle applying to NSW.
- The requirement in clause 8.1.3(c) to reach agreement regarding the method of implementing the 38 hour week has been removed.
- The different break provision for Victoria (clause 9.4) has been removed and the break provision for NSW and the ACT has been applied generally.
- The provisions for uniforms in Victoria (clause 13.5) has been removed)
- The superannuation clause has been changed to reflect the standard notation.
- The existing supported wage provisions have been moved to Schedule B.
- The make-up time clause reflects the standard provision contained in the Permanent Building Societies Award.

AFEI is finalising consultations with Members as to the proposed draft award. AFEI will file the draft award when it is endorsed by its Members, no later than close of business Wednesday 5 November 2008.

Financial Institutions (Credit Union and Permanent Building Societies) Award 2010

Table of Contents

Part 1— Application and Operation	3
1. Title	3
2. Commencement date	3
3. Definitions and interpretation	3
4. Application	3
5. Access to the award	4
6. The National Employment Standards and this award	4
7. Award flexibility	4
Part 2— Consultation and Dispute Resolution	5
8. Consultation regarding major workplace change	5
9. Dispute resolution	5
Part 3— Types of Employment and Termination of Employment	6
10. Employment categories	6
11. Termination of employment	9
12. Redundancy	9
Part 4— Minimum Wages and Related Matters	10
13. Classification structure	10
14. Rates of Pay	13
15. Annualised Salaries	14
16. Higher grade pay	14
17. Allowances	15
18. Payment of Salaries	16
19. Superannuation	16

Employer Proposal 31 October 2008 – Financial Institutions (Credit Union and Permanent Building Societies) Award 2010

Part 5— Hours of Work and Related Matters	17
20. Ordinary hours of work	17
21. Overtime	20
Part 6— Leave and Public Holidays	22
22. Annual leave	22
23. Personal/carer’s leave and compassionate leave	25
24. Community service leave	25
25. Public holidays	25
Schedule A— Permanent Building Societies Competency Standards	26
Schedule B— Supported Wage System	31

Part 1—Application and Operation

1. Title

This award is the Financial Institutions (*Credit Union and Permanent Building Societies*) 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).

Employer shall mean a Credit Union or Permanent Building Society.

Financial Institution shall mean a Credit Union or Permanent Building Society as defined.

Credit Union shall mean any Credit Unions, Credit Society or Credit Co-operative registered under the appropriate legislation.

Permanent Building Society shall mean a permanent building society registered under the appropriate legislation as a building society, foreign building society, and includes an association.

For the purposes of this award unless otherwise specified, an employee shall mean a full-time, part-time or casual employee.

The provisions of this award that pertain to a State or Territory will apply to all employees of a credit union registered under that appropriate legislation.

For the purposes of this award, unless otherwise specified, a year shall mean a period of 12 calendar months from the date of employment.

NES means the National Employment Standards.

4. Application

This industry award applies throughout Australia to Credit Unions and Permanent Building Societies in relation to employees within the classifications of this award and to those employees to the exclusion of any other modern award. However this award does not apply to an employee excluded from coverage by the Act.

5. Access to the award

The employer must ensure that a copy of this award is accessible to all employees to whom it applies either on a noticeboard which is conveniently located at or near the workplace or through electronic means.

6. The National Employment Standards and this award

The [NES](#) and this award combine to form the minimum conditions of employment for employees to whom this award applies.

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** 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.
- 7.8** 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

The employer and employees and, if appropriate an employee representative, may establish a mechanism and procedure which enables them to communicate and consult about matters arising out of this award.

9. Dispute resolution

- 9.1** In the event of a dispute in relation to a matter arising under this award, or the NES, in the first instance the parties will 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.

Employer Proposal 31 October 2008 – Financial Institutions (Credit Union and Permanent Building Societies) Award 2010

- 9.2** If a dispute in relation to a matter arising under this award or 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 will continue normally unless an employee has a reasonable concern about an imminent risk to his or her health or safety. Subject to applicable occupational health and safety legislation, an employee must not unreasonably fail to comply with a direction by the employer to perform other available 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. Employment categories

10.1 General

- (a) Employees under this award will be employed in one of the following categories:
- (i) Full time employees; or
 - (ii) Regular part-time employees; or
 - (iii) Casual employees
- (b) At the time of engagement, an employer will inform each employee of the terms of their engagement and in particular whether they are to be full time, regular part time or casual.

10.2 Regular part time employees

- (a) An employer may employ regular part time employee's in any classification in this award.
- (b) A regular part time employee is an employee who:
- (i) works less than full time hours of 38 per week; and
 - (ii) has predictable hours of work; and
 - (iii) receives, on a pro rata basis, equivalent pay and conditions to those of full time employees who do the same kind of work.

Employer Proposal 31 October 2008 – Financial Institutions (Credit Union and Permanent Building Societies) Award 2010

- (c) At the time of engagement, the employer and the regular part time employee will agree in writing on a regular pattern of work, within the Employer's pay period, specifying at least the hours worked each day, which days of the week the employee will work and the actual starting and finishing times each day.
- (d) An employee who does not meet the definition of a regular part time employee and who is not a full time employee, will be paid as a casual employee in accordance with 10.6.
- (e) A regular part time employee employed under the provisions of this clause must be paid for ordinary hours worked at the rate of 1/38th of the weekly rate prescribed for the class of work performed.
- (f) An employee is required to roster a regular part time employee for a minimum of three consecutive hours on any shift, however, by mutual agreement between an employer and an employee, such minimum engagement may be for two hours.

10.3 Change to hours of part time employees

- (a) Working arrangements that vary from an employee's current hours will be freely and mutually agreed between each employee and their employer following full and open non-coercive discussion on the needs of each party. These discussions will take into account such matters as the personal, family (including child care) and financial needs of the employee and the business needs of the Employer.

10.4 Temporary change to hours of part time employees

- (a) Part time employees may, by mutual agreement, work additional hours to their regular hours, up to 76 per fortnight.
- (b) Such additional hours shall be paid at the ordinary time rate of pay and such additional hours will accrue leave as per clauses 22 and 23.

10.5 Change to regular hours of part time employees

- (a) The Employer may seek to vary, either by increasing or by reducing, a part time employee's agreed regular pattern of work at any time to meet operational requirements. Any variation to the regular pattern of work will only be by mutual agreement in accordance with 10.3(a).
- (b) Where agreement has been reached, the new regular pattern of work will be recorded in writing and given to the employee.
- (c) Where agreement cannot be reached for such change to regular hours of work, the Employer may:
 - (i) offer the change to another employee; or
 - (ii) not make the change in the regular pattern of work; or
 - (iii) 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.

10.6 Casual employment

- (a) A casual employee is an employee engaged as such.
- (b) A casual employee shall be paid per hour at the rate of 1/38th of the weekly rate prescribed for the class of work performed, plus the following appropriate additional rate/s in lieu of annual leave, public holidays, personal/carer's leave and jury service:
 - (i) 25 per cent loading for ordinary time for Monday to Friday
 - (ii) 50 per cent for work on Saturday
 - (iii) 100 per cent for work on Sunday and public holidays; except Christmas Day and Good Friday when 150 per cent will apply.
- (c) Casual employees must be paid as per the employer's normal pay cycle or as mutually agreed.
- (d) On each occasion a casual employee is required to attend work he or she is entitled to a minimum payment of two hours work.
- (e) Caring responsibilities
 - (i) Subject to the evidentiary and notice requirements in the Act casual employees are entitled to not be available to attend work, or to leave work:
 - if they need to care for members of their immediate family or household who are sick and require care and support, or who require care due to an unexpected emergency, or the birth of a child; or
 - upon the death in Australia of an immediate family or household member.
 - (ii) The employer and the employee shall agree on the period for which the employee will be entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The casual employee is not entitled to any payment for the period of non-attendance.
 - (iii) An employer must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause. The rights of an employer to engage or not to engage a casual employee are otherwise not affected.

10.7 Calculation of service

Subject to the provisions hereinafter contained, in calculating service, for all purposes of this award such service shall be taken to cover the total period of full-time or part-time employment with the employer from the date of commencing duties to the date of termination of employment.

In calculating periods of service with the employer the following periods shall be taken into account.

Employer Proposal 31 October 2008 – Financial Institutions (Credit Union and Permanent Building Societies) Award 2010

- (a) Any leave of absence with pay approved by the employer.
- (b) Any leave of absence without pay for periods of up to 12 months approved by the employer.
- (c) Any absences on account of sickness not exceeding twelve consecutive months in duration or on account of annual leave. ready in the employer's service when he or she was called up or enlisted) has been engaged upon war service or any service with the Armed Forces.
- (d) Periods of National Service Training.

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 has the right to withhold pay to a maximum amount equal to the amount the employee would have received under the terms of the NES.

12. Redundancy

12.1 Redundancy pay is provided for in the NES, mainly in Subdivision B—Redundancy pay of Division 10. In addition to the NES, the provisions of this clause shall apply.

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 new ordinary time rate 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 will be 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 will not be entitled to payment instead of notice.

Part 4—Minimum Wages and Related Matters

13. Classification structure

Note: AFEI is currently reviewing classification structures across relevant awards and NAPSAs and considering the appropriate classifications that should be contained in this Modern Award. The classifications below reflect current provisions in the Credit Union Award 1998 and NSW NAPSA and should not be read as reflecting our final position on this matter.

13.1 The following classifications shall apply to Credit Unions:

Grade 1

A Grade 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;
- answering enquiries using a general knowledge of the credit union's services.

Grade 2

A Grade 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 Grade 1.

Grade 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 credit union activities
- Drafting correspondence appropriate to job function
- Organising own work schedule
- Providing information/assistance to other staff members

Grade 3

A Grade 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 Grade 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;
- Delivery and/or co-ordination of learning and development activities

Grade 4

A Grade 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 Grade 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 are 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
- Preparation of reports

Grade 5

A Grade 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 Grade 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 credit union's business.

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

13.2 The following classifications shall apply to Permanent Building Societies:

Award Grade	Levels
1	Holds 7 units at AQF Level 5 from the endorsed competency standards
2	Holds 6 units at AQF Level 4 from the endorsed competency standards
3	Holds 6 units at AQF Level 3 from the endorsed competency standards
4	Holds 6 units at AQF Level 2 from the endorsed competency standards
5	Entry or core level holds and uses or is undertaking units 1 through 5 of the Retail Financial Services Industry competency standards

For the purposes of the above, the endorsed competency standards are set out in **Schedule A**.

13.3 Senior officer in Credit Union

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.

14. Rates of Pay

Note: AFEI is currently reviewing rates of pay across relevant awards and NAPSAs and considering appropriate rates of pay that should be contained in this Modern Award. The rates below reflect current rates in the Credit Union Award 1998 and should not be read as reflecting our final position on this matter.

14.1 Salary rates

The following minimum rates shall apply.

(a) Junior rates

The following junior rates shall apply:

	% of Grade 1 adult rate	% of Grade 2 adult rate
Under 17 years	50	55
17 years	60	65
18 years	70	75
19 years	80	85
20 years	90	95

(b) Adults rates

The following adult salary rates apply:

	Minimum
	\$
Grade 1	31,419.98
Grade 2	32,510.27
Grade 3	33,818.61
Grade 4	34,869.24
Grade 5	37,961.68
Senior Officer	43,452.75

15. Annualised Salaries

15.1 Annualised Salaries

Remuneration for Senior Officer shall be determined by agreement between the Senior Officer and the employer but shall not be paid less than \$43452.75 per annum.

Senior Officers may, by agreement with their employer in writing, offset their base salary by the provision of non-award employment benefits and superannuation and in such case the amount of the offset shall be deemed to be the salary rate for the employee. Any agreement will be completely voluntary and shall be initiated by the employee.

15.2 The following clauses shall not apply to employees who are paid a salary in excess of \$43 452.75 per annum.

Clause	Index
10	Terms of engagement
20	Ordinary Hours of work
21	Overtime
25	Public holidays
16	Higher grade pay
17.1	Travelling expenses
17.2	Standby and call back allowance

16. Higher grade pay

16.1 An employee required to perform the normal duties of a higher grade than that in which the employee is regularly employed shall in addition to the employee's normal salary be paid the difference between that salary and that prescribed in the award for the higher grade provided that the period concerned is not less than five consecutive working days.

An employee qualifying for a higher grade pay under this clause shall be entitled to the higher grade pay for the entire period of any relief.

Provided that any employee relieving another in a lower paid position shall not be reduced in salary whilst so relieving.

16.2 When statutory, gazetted or proclaimed holidays occur within the period whilst an employee is in receipt of any higher grade pay they shall be paid higher grade pay for the holiday.

16.3 An employee engaged to perform higher grade duties in accordance with 16.1 shall be paid at the higher rate applicable for all time worked except for claims for

Employer Proposal 31 October 2008 – Financial Institutions (Credit Union and Permanent Building Societies) Award 2010

personal/carer's leave, annual leave or where such an employees is engaged in on-the-job training in the higher position.

17. Allowances

17.1 Travelling expenses

- (a) When an employee in the course of their duty, is required to go to any place away from their usual place of employment they shall be paid all reasonable expenses actually incurred.
- (b) When an employee, in the course of their duty, is required other than in ordinary working hours to go to any place away from their usual place of employment, they shall be paid all reasonable expenses actually incurred and in addition shall be paid at the ordinary rate for half of any time occupied in travelling outside ordinary working hours which is in excess of the time normally occupied by them in travelling from their home to the usual place of employment. When an employee is being paid overtime for the time spent travelling, no extra payment shall be made.
- (c) Any employee required to provide a motor vehicle as a condition of their employment shall be paid an allowance of:

	Per Week
	\$
For a vehicle 1500 cc and under	97.58
For a vehicle over 1500 cc	120.36

- (d) Where an employer approves the use by any other employee of a private motor vehicle on a casual or incidental basis, they shall be paid an allowance as follows for the distance travelled during such use:

\$0.62 cents per kilometre travelled

- (e) Where an employer provides a vehicle they shall pay the whole of the cost of the upkeep, registration, insurance, maintenance and running expenses.

17.2 Standby and call-back allowances

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

Monday to Friday inclusive - \$10.51 per day

Saturday, Sundays and public holidays \$21.27 per day

Employer Proposal 31 October 2008 – Financial Institutions (Credit Union and Permanent Building Societies) Award 2010

- (b) An employee who formally is rostered to standby and is recalled to work shall be paid in accordance with the provisions of clause 21 Overtime of this award. For the purposes of assessing the duration of the call-out, time spent on the journey from home to work and from work to home by the most direct route shall be included. Provided that the minimum payment for work performed under this clause shall be two hours.
- (c) Where an employee provides their own car, and uses it in connection with the employer's business in the above circumstances, they shall be paid an allowance as provided by clause 17.1 when so using the car. Payment shall be calculated on a home to home basis.

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

- (d) An employee while rostered on standby duty shall be reimbursed all business calls.
- (e) An employee who is not formally rostered to standby but is recalled to work shall be paid in accordance with the provision of clause 21 Overtime of this award and shall be entitled to a minimum payment of 2 hours at the appropriate overtime rate. The duration of the call-out will be assessed as in 17.2(b) of this clause.

17.3 First aid allowance

- (a) Where an employer is required by legislation to appoint an accredited first aid officer(s) to perform first aid duties, such appointed employee(s) shall be paid \$11.73 per week or 2.35 per day.

17.4 Meal allowance

An employee shall 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 shall be paid if the overtime actually exceeds 5.5 hours

18. Payment of Salaries

- 18.1** Employees shall be paid their salaries weekly or fortnightly as determined by the employer or monthly if mutually agreed. Where payment is made monthly it shall be on the basis of 2 weeks in advance and 2 weeks in arrears.

19. Superannuation

- 19.1** Superannuation legislation, including the *Superannuation Guarantee (Administration) Act 1992* (Cth), the *Superannuation Guarantee Charge Act 1992* (Cth), the *Superannuation Industry (Supervision) Act 1993* (Cth) and the *Superannuation Resolution of Complaints Act 1993* (Cth), deals with the superannuation rights and obligations of employers and employees.

Part 5—Hours of Work and Related Matters

20. Ordinary hours of work

20.1 Span of hours

- (a) The span of ordinary hours shall be 7.00 a.m. to 7.00 p.m., Monday to Friday, and 8.00 a.m. to 6.00 p.m. Saturday.

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

- (b) Ordinary hours of work exclusive of meal breaks, shall be an average of 38 per week to be worked on one of the following bases.
- (i) 38 hours within a work cycle of one week; or
 - (ii) 76 hours within a work cycle of two weeks; or
 - (iii) 114 hours within a work cycle of three weeks; or
 - (iv) 152 hours within a work cycle of four weeks.

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

- (c) The implementation of the 38 hour week may be by any one of the following;
- (i) Employees working less than 8 ordinary hours each day; or
 - (ii) Employees working less than 8 ordinary hours on one or more days each week; or
 - (iii) 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; or
 - (iv) Fixing one week day on which employees will be off during a particular work cycle.
 - (v) 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 5 days, these accumulated days may be taken at any one time mutually agreed between the employer and employees and shall be taken within six months of accrual.
- (d) 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.

Employer Proposal 31 October 2008 – Financial Institutions (Credit Union and Permanent Building Societies) Award 2010

- (e) 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 shall 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 shall be reimbursed for kilometrage in terms of clause 17 - Allowances, 17.1 Travelling Expenses of this award.
- (f) Meal breaks shall be no less than 30 minutes, as determined by the employer provided that an employee shall not be called upon to work in excess of 5 hours without a meal break except where the daily hours to be worked are 6 hours or less and the employee applies to work for that extended period without such breaks and the employer agrees. Provided further that in emergency circumstances a meal break may be deferred by mutual agreement.
- (g) Commencing and ceasing times within the span of hours may be staggered by the employer to improve operational efficiency.
- (h) Make-up time
 - (i) 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, at the ordinary rate of pay..
 - (ii) An employee on shift work 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 shift work rate which would have been applicable to the hours taken off.
- (i) 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:

- (i) An employee may elect, with the consent of an employer to take a rostered day off at any time.
- (ii) An employee may elect with the consent of an employer, to take rostered days off in part day amounts.
- (iii) 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.
- (iv) Once a decision has been taken to introduce an enterprise system of RDO flexibility, in accordance with this clause, its terms must be set out in the time and wages records kept pursuant to regulations 131A-131R of the Industrial Relations Regulations.
- (v) An employer shall record RDO arrangements in the time and wages book at each time this provision is used.

Employer Proposal 31 October 2008 – Financial Institutions (Credit Union and Permanent Building Societies) Award 2010

20.2 Saturday Work

Where a full time and part time employee works ordinary hours on a Saturday in accordance with clause 20.1 they shall be paid a penalty of 25% for such time worked.

20.3 Shift work

(a) Shift work may be worked on the following basis.

(b) The following definitions shall apply in relation to this clause:

- (i) **A shift worker** means an employee whose ordinary hours of work are worked in accordance with the shifts defined in 20.3(b)(ii) to 20.3(b)(v) hereof.
- (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.
- (v) **Night shift** means any shift commencing at or after 8.00 p.m. or before 4.00 a.m.

Provided that employees who, in accordance with 20.1(a) of clause 20.1 - Span of Hours, work ordinary hours up to 9.00 pm on any one night between Monday to Friday inclusive, shall not be considered shift workers for the purposes of this award.

(c) The following allowances shall apply in relation to the working of shift work:

- Afternoon shift at the rate of 15%
- Early morning shift at the rate of 12.5%
- Evening shift at the rate of 20%
- Night shift at the rate of 27.5%

(d) Casual and part-time shift workers shall receive the allowance prescribed in 20.3(c) of 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 20.1(a) of clause 20.1 Span of Hours, of this award), shall not be considered shift workers for the purposes of this award.

Employer Proposal 31 October 2008 – Financial Institutions (Credit Union and Permanent Building Societies) Award 2010

- (e) Meal breaks shall be of 20 minutes duration and paid as if worked. An employee shall not be called upon to work in excess of 5 hours without a meal break except where the daily hours to be worked are 6 hours or less and the employee applies to work for that extended period without such 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 shall be employed on shift work 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 shall 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' shall bear the same meaning as are prescribed by the relevant State legislation.

21. Overtime

21.1 Subject to 21.1(a) an employer may require an employee to work reasonable overtime at overtime rates.

- (a) An employee may refuse to work overtime in circumstances where the working of such overtime would result in the employee working hours which are unreasonable having regard to:
 - (i) any risk to employee health and safety;
 - (ii) the employee's personal circumstances including any family responsibilities;
 - (iii) the needs of the workplace or enterprise;
 - (iv) the notice (if any) given by the employer of the overtime and by the employee of his or her intention to refuse it; and

Employer Proposal 31 October 2008 – Financial Institutions (Credit Union and Permanent Building Societies) Award 2010

(v) any other relevant matter.

- 21.2** All time worked outside ordinary hours of work prescribed by clause 20 - Hours of Work, 20.1, Span of Hours and 20.3, Shift Work, shall 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 shall be paid double time.
 - All work performed on Sunday shall be paid at double time.
 - Provided that in computing overtime each day's work shall stand alone.
- 21.3** An employee working overtime shall be allowed a 20 minute paid rest break once the employee has worked five hours since the last rest break.
- 21.4** 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 shall be unpaid.
- 21.5** An employee may elect, with the consent of an employer, to take time off in lieu of payment for overtime at a time or times agreed with an employer.
- 21.6** Overtime taken as time off during ordinary time hours shall be taken at the ordinary time rate, that is an hour for each hour worked.
- 21.7** An employer shall, 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.
- 21.8** An employer may require any employee to work reasonable overtime at overtime rates and such employee shall work overtime in accordance with such requirement.
- 21.9** When overtime work is necessary, it shall wherever reasonably practicable, be so arranged that employees have at least ten 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 shall, subject to this clause, be released after completion of such overtime until they have had ten 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 ten consecutive hours off duty they shall be paid at double rates until they are released from duty for such period and they shall then be entitled to be absent until they have had ten consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

The provisions of this clause shall apply in the case of shift workers as if eight hours were substituted for ten hours when overtime is worked:

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

Overtime worked in the circumstances specified in clause 17 - Allowances, 17.2, Standby and Call Back Allowances, except for 17.2(e) shall 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

22. Annual leave

22.1 This clause of the award supplements Division 5 of the NES which deals with annual leave. Annual leave does not apply to casual employees.

22.2 Postponement may be agreed

By agreement between the employer and employee, annual leave may be taken at any time within a period of 24 months from the date at which it falls.

22.3 Leave Loading

(a) In addition to the amount of salary payable to an employee pursuant to the NES an employee must receive leave loading.

(b) The leave loading is the greater of:

(i) A loading of 17.5% on the amount of salary payable for the number of working days taken, or

(ii) An allowance equal to the total of any shift allowances which an employee would have received from rostered work during ordinary hours of duty (excluding shifts and holidays prescribed by the Public Holidays provisions of this award) if the employee had not gone on leave.

(c) The maximum 17.5% 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 is pro-rata'd by the number of hours in relation to 38 hours.

(d) An employer may by reason of administrative convenience make a once yearly payment of 17.5% annual leave loading to coincide with an employee's taking of the major portion of their annual leave or at a date mutually agreed.

Employer Proposal 31 October 2008 – Financial Institutions (Credit Union and Permanent Building Societies) Award 2010

- (e) The annual leave loading prescribed in this clause shall apply to proportionate payment of leave on termination of employment where a full year's leave entitlement has accrued but has not been taken. Where a full years' leave has not accrued there shall be no entitlement for leave loading.
- (f) In the case of retirement proportionate payment of leave loading shall be made.
- (g) If an employee who has been paid leave loading on annual leave taken before it accrues, leaves the employer's service other than by retirement, the employer may demand reimbursement or deduct from any money owed to the employee the equivalent of the loading paid for all leave taken for the final calendar year of employment.

22.4 Leave to be taken

Payment shall not be made or accepted in lieu of annual leave. Nothing in clause shall prevent a workplace agreement containing provisions for paying out such leave.

22.5 Notice of leave

An employee must receive at least one month's notice of the employer's intention to send them on leave except when mutually agreed otherwise.

22.6 Reduction for leave without pay

An employee does not accrue any annual leave entitlement for any period of unpaid leave in excess of 9 days in a period of 12 months continuing service. However, an annual leave entitlement will accrue provided the unpaid leave is unpaid sick leave not exceeding 20 working days in any period of 12 months continuous service.

22.7 Leave without pay

- (a) An employer shall give consideration to requests for leave without pay by an employee.
- (b) Where an employee is absent from work after being granted leave without pay and such leave exceeds five consecutive working days, they shall not be entitled to payment for any public holiday which occurs during the period of absence.

22.8 Annual close down

- (a) Where an employer closes down the establishment, or a section or sections thereof, for the purposes of allowing annual leave to all or the bulk of the employees in the establishment or section or sections concerned, the following provisions shall apply:
 - (i) The employer may stand off for the duration of the close-down all affected employees. Those employees who have not yet accrued a full annual leave entitlement may take paid leave on a pro rata basis at the salary rate prescribed the NES and calculated using the formula in 22.3 hereof. The remaining period of the close-down may be taken as annual leave in advance or as leave without pay, to be determined by the employer.

Employer Proposal 31 October 2008 – Financial Institutions (Credit Union and Permanent Building Societies) Award 2010

- (ii) An employee who has accrued more than a full year's annual leave entitlement may take their leave also at the salary rate prescribed by the NES and calculated using the formula in 22.3 hereof.
- (iii) The next twelve monthly qualifying period for each employee affected by such close-down shall commence from the day on which the establishment or section or sections concerned is re-opened for work. Provided that all time during which an employee is stood off without pay for the purposes of this clause shall be deemed to be time of service in the next twelve monthly qualifying period.
- (iv) If in the first year of employment, an employee is stood off without pay during the close down in accordance with the NES, and subsequently leaves the service of the employer within that year, the employer must pay to the employee the cash equivalent of any annual leave since accrued.
- (v) An employer may close down the establishment or a section or sections thereof, for one or two separate periods for the purpose of granting annual leave in accordance with this clause. If the employer closes down the establishment in two separate periods one of those periods shall be for a period of at least twenty-one consecutive days, including non-working days.

Provided that where the majority of employees concerned agree, an employer may close down the establishment, work section or sections in one, two or three separate periods for the purpose of granting annual leave in accordance with this clause. Provided further that if an employer closes down the establishment on more than one occasion, one of those periods shall be for a period of at least 14 consecutive days including non-working days. In this case, the employer shall advise the employees concerned of the proposed dates of each close down before asking them for their agreement.

22.9 Part close down and part rostered leave

- (a) An employer may close down the establishment or a section or sections thereof, for a period of at least twenty-one consecutive days, including non-working days and grant the balance of the annual leave due to an employee in one continuous period in accordance with a roster.
- (b) An employer may close down the establishment, or a section or sections thereof for a period less than twenty-one consecutive days including non-working days and allow the balance of the annual leave due to an employee in one or two continuous periods either of which may be in accordance with a roster. In this case, the granting and taking of annual leave shall be subject to the agreement of the employer and the majority of the employees in the establishment, or a section or sections thereof respectively, and before asking the employees concerned for the agreement the employer shall advise them of the proposed date of the close down or close downs and the details of the annual leave roster.

Employer Proposal 31 October 2008 – Financial Institutions (Credit Union and Permanent Building Societies) Award 2010

- (c) Provided that by agreement with the majority of the employees concerned, an employer may close down the establishment for a period of at least 14 consecutive days including non-working days and grant the balance of the annual leave due to an employee by mutual agreement.

23. Personal/carer's leave and compassionate leave

- 23.1 Personal/carer's leave and compassionate leave are provided for in Division 6 of the NES.

24. Community service leave

- 24.1 Community service leave is provided for in Division 7 of the NES.

25. Public holidays

- 25.1 Employees are entitled to public holidays in accordance with Division 9 of the NES.

- (a) Substitution of public holidays

An employer and a majority of affected employees or an individual employee may reach agreement in writing to substitute a day or part-day for a day or part-day that would otherwise be a public holiday under Division 9 of the NES.

- (b) Reasonable refusal based on the circumstances of the industry

For the purposes of s.55 of Division 9 of the NES, an employer may reasonably require an employee to work and an employee may not reasonably refuse to work on a public holiday if:

- (i) the employee works remote work arrangements or is a continuous shiftworker and the public holiday falls during the employee's roster cycle; and
- (ii) the employee is compensated for working on the public holiday.

- 25.2 Part-time employees who would normally be required to perform work on a day on which a public holiday falls, shall be entitled to a payment equivalent to their usual salary for such ordinary hours.

- 25.3 For work done on any of the holidays referred to in 25.1 of this clause, double time shall be paid except for Christmas Day and Good Friday when double time and one-half shall be paid. In all cases a minimum payment for four hours' work shall be made.

Employer Proposal 31 October 2008 – Financial Institutions (Credit Union and Permanent Building Societies) Award 2010

Schedule A— Permanent Building Societies Competency Standards

Grades	Retail Financial Services Competency Standards	National Clerical Administrative Competency Standards	National Retail Competency Standards	Frontline Management Competency Standards	Client User Management Competency Standards	RFS Credit Management Competency Standards
5	<p>Unit 1 of work within context of RFS.</p> <p>Unit 2 communicate within the workplace</p> <p>Unit 3 work as part of a team.</p> <p>Unit 4 use technology in the workplace.</p> <p>Unit 5 apply OH&S practices within the workplace</p>					
4	<p>Unit 6 process loan applications.</p> <p>Unit 9 process customer accounts.</p> <p>Unit 14 deliver a service to customers.</p>	<p>INF201 handle mail to facilitate information flow.</p> <p>INF202 process and analyse information to provide access to and security of records.</p> <p>COM201 receive and pass on oral messages to facilitate effective routine communication.</p>	<p>S1 sell products and services.</p>		<p>IIT201 connect hardware peripherals.</p> <p>IIT202 install software applications.</p> <p>SIT201 record client support requirement.</p>	

Employer Proposal 31 October 2008 – Financial Institutions (Credit Union and Permanent Building Societies) Award 2010

Grades	Retail Financial Services Competency Standards	National Clerical Administrative Competency Standards	National Retail Competency Standards	Frontline Management Competency Standards	Client User Management Competency Standards	RFS Credit Management Competency Standards
	Unit 23 balance cash holdings	<p>COM202 receive and pass on written information to facilitate communication flow.</p> <p>TEC202 operate a computer to gain access to and retrieve data.</p> <p>TEC203 operate a computer to produce simple documents.</p> <p>TEM201 participate in allocation and completion of team tasks.</p>			MMIT201 maintain system security.	
3	<p>Unit 7 settle loans.</p> <p>Unit 10 maintain ATM services.</p> <p>Unit 12 process specialist services.</p>	<p>INFO 301 maintain information records system to ensure its integrity.</p> <p>ENT301 provide information and advice regarding the products/ services of the enterprise to meet client needs.</p> <p>TEC301 use the advanced functions of a range of office equipment to complete daily tasks.</p>	LP 4 maintain store security	Unit 1 manage personal work priorities and professional development.	<p>IIT302 connect internal hardware components.</p> <p>SIT301 identify client computing problems and action.</p> <p>MMIT301 Provide basic system administration</p>	Unit 4 monitor and control accounts.

Employer Proposal 31 October 2008 – Financial Institutions (Credit Union and Permanent Building Societies) Award 2010

Grades	Retail Financial Services Competency Standards	National Clerical Administrative Competency Standards	National Retail Competency Standards	Frontline Management Competency Standards	Client User Management Competency Standards	RFS Credit Management Competency Standards
	<p>Unit 15 resolve customer complaints.</p> <p>Unit 16 sell/cross sell products and services.</p> <p>Unit 19 prepare statistical and ad hoc reports.</p> <p>Unit 24 maintain bank account.</p> <p>Unit 25 administer fixed asset register</p> <p>ICTTCC 203A Navigate and interrogate specific enterprise systems to satisfy customer requirements.</p>	<p>TEC302 design and develop documents, reports and worksheets.</p> <p>ORG301 co-ordinate own work schedule with that of others to achieve agreed team/section goals.</p> <p>TEM301 negotiate with team members to allocate and complete tasks to achieve team goals.</p> <p>FIN303 monitor stock levels to maintain enterprise activities</p> <p>FIN304 process payroll.</p> <p>FIN305 maintain financial records for reporting purposes.</p>				

Employer Proposal 31 October 2008 – Financial Institutions (Credit Union and Permanent Building Societies) Award 2010

Grades	Retail Financial Services Competency Standards	National Clerical Administrative Competency Standards	National Retail Competency Standards	Frontline Management Competency Standards	Client User Management Competency Standards	RFS Credit Management Competency Standards
	ICTTC 211A Process sales of complex product/service and where customer is unsure of available solutions..					
2	BSZ 404A Train small groups. ICTTC 221A Resolve the more complex customer complaints. ICTTC 232A Manage information and information systems in a call centre team environment. ICTTC 212A Process sales which commit both customer and enterprise to considerable financial commitment. ICTTC 223A Process high risk credit applications.					

Employer Proposal 31 October 2008 – Financial Institutions (Credit Union and Permanent Building Societies) Award 2010

Grades	Retail Financial Services Competency Standards	National Clerical Administrative Competency Standards	National Retail Competency Standards	Frontline Management Competency Standards	Client User Management Competency Standards	RFS Credit Management Competency Standards
1	<p>Unit 18 implement sales and marketing plans.</p> <p>Unit 21 prepare financial statement.</p> <p>Unit 22 develop financial model/product.</p> <p>Unit 27 maintain integrity of financial systems.</p>	<p>COM501 initiate, research and prepare specific data/information to facilitate communication flow.</p> <p>TEC502 manage the establishment and maintenance of a workgroup network.</p> <p>TEM501 manage the team to ensure team achievements reflect identified enterprise goals.</p> <p>TEM502 participate in staff selection to ensure team goals are achieved.</p> <p>TEM504 conduct assessment.</p> <p>FIN501 manage payroll records for employee salaries and statutory record keeping purposes.</p>	<p>01 manage merchandise and store presentation.</p>	<p>Unit 9 implement and monitor continuous improvements systems and processes.</p> <p>Unit 10 facilitate and capitalise on change and innovation.</p>		<p>Unit 9 manage compliance with statutory, legislative and legal requirements.</p> <p>Unit 10 develop and maintain credit policy and procedures.</p>

Schedule B—Supported Wage System

B.1 Workers eligible for a supported wage

B.1.1 Definitions

This clause defines the conditions which will apply to employees who because of the effects of a disability are eligible for a supported wage under the terms of this award. In the context of this clause, the following definitions will apply:

- (i) **Supported Wage System** means the Commonwealth Government system to promote employment for people who cannot work at full award wages because of a disability, as documented in *Supported Wage System: Guidelines and Assessment Process*.
- (ii) **Accredited Assessor** means a person accredited by the management unit established by the Commonwealth under the supported wage system to perform assessments of an individual's productive capacity within the supported wage system.
- (iii) **Disability Support Pension** means the Commonwealth pension scheme to provide income security for persons with a disability as provided under the *Social Security Act 1991*, as amended from time to time, or any successor to that scheme.
- (iv) **Assessment instrument** means the form provided for under the supported wage system that records the assessment of the productive capacity of the person to be employed under the supported wage system.

B.1.2 Eligibility criteria

Employees covered by this clause will be those who are unable to perform the range of duties to the competence level required within the class of work for which the employee is engaged under this award, because of the effects of a disability on their productive capacity and who meet the impairment criteria for receipt of a Disability Support Pension.

The clause does not apply to any existing employee who has a claim against the employer which is subject to the provisions of workers' compensation legislation or any provision of this award relating to the rehabilitation of employees who are injured in the course of their current employment.

The award does not apply to employers in respect of their facility programme, undertaking, service or the like which receives funding under the *Disability Services Act 1986* and fulfils the dual role of service provider and sheltered employer to people with disabilities who are in receipt of or are eligible for a Disability Support Pension, except with respect to an organisation which has received recognition under s10 or s12A of *The Disability Service Act*, or if a part only has received recognition, that part.

Employer Proposal 31 October 2008 – Financial Institutions (Credit Union and Permanent Building Societies) Award 2010

B.1.3 Supported wage rates

- (i) Employees to whom this clause applies shall be paid the applicable percentage of the minimum rate of pay prescribed by this award for the class of work which the person is performing according to the following schedule:

Assessed Capacity	% of prescribed award rate
(clause 13.3.4)	
10% *	10%
20%	20%
30%	30%
40%	40%
50%	50%
60%	60%
70%	70%
80%	80%
90%	90%

- (ii) Provided that the minimum amount payable shall be not less than \$69 per week.
- (iii) *Where a person's assessed capacity is 10%, they shall receive a high degree of assistance and support.

B.1.4 Assessment of capacity

For the purpose of establishing the percentage of the award rate to be paid to an employee under this award, the productive capacity of the employee will be assessed in accordance with the supported wage system and documented in an assessment instrument, by either:

- (i) the employer and a union party to the award, in consultation with the employee, or, if desired by any of these;
- (ii) the employer and an Accredited Assessor from a panel agreed by the parties to the award and the employee.

B.1.5 Lodgment of assessment instrument

- (i) All assessment instruments under the conditions of this clause, including the appropriate percentage of the award wage to be paid to the employee, shall be lodged by the employer with the Registrar of the Australian Industrial Relations Commission.

Employer Proposal 31 October 2008 – Financial Institutions (Credit Union and Permanent Building Societies) Award 2010

- (ii) All assessment instruments shall be agreed and signed by the parties to the assessment, provided that where a union which is a party to the award, is not a party to the assessment, it shall be referred by the Registrar to the union by certified mail and shall take effect unless an objection is notified to the Registrar within 10 working days.

B.1.6 Review of assessment

The assessment of the applicable percentage should be subject to annual review or earlier on the basis of a reasonable request for such a review. The process of review shall be in accordance with the procedures for assessing capacity under the supported wage system.

B.1.7 Other terms and conditions of employment

Where an assessment has been made, the applicable percentage shall apply to the wage rate only. Employees covered by the provisions of this clause will be entitled to the same terms and conditions of employment as all other workers covered by this award paid on a pro rata basis.

B.1.8 Workplace adjustment

An employer wishing to employ a person under the provisions of this clause shall take reasonable steps to make changes in the workplace to enhance the employee's capacity to do the job. Changes may involve re-design of job duties, working time arrangements and work organisation in consultation with other workers in the area.

B.1.9 Trial period

- (i) In order for an adequate assessment of the employee's capacity to be made, an employer may employ a person under the provisions of this clause for a trial period not exceeding 12 weeks, except that in some cases additional work adjustment time (not exceeding 4 weeks) may be needed.
- (ii) During that trial period the assessment of capacity shall be undertaken and the proposed wage rate for a continuing employment relationship shall be determined.
- (iii) The minimum amount payable to the employee during the trial period shall be no less than \$69 per week.
- (iv) Work trials should include induction or training as appropriate to the job being trialed.
- (v) Where the employer and employee wish to establish a continuing employment relationship following the completion of the trial period, a further contract of employment shall be entered into based on the outcome of assessment under (11.3.4) hereof.