

Credit Union Central

Collective Employment Agreement

1 April 2007 – 31 July 2009

1 PARTIES

The parties to this Collective Agreement made under the Employment Relations Act 2000 are:

1.1 Credit Union Central (“the Employer”)

1.2 Finsec Incorporated (“Finsec”)

2 TERM

This Agreement shall come into force on 1 April 2007 and shall expire on 31 July 2009.

3 COVERAGE CLAUSE

3.1 This Agreement shall cover Employees of Credit Union Central, who are members of Finsec.

3.2 **Exceptions:** This Agreement shall not apply to the (General) Manager and Assistant (Deputy) Manager and Branch Managers.

4 TERMS

4.1 This Agreement supersedes any previous Agreement or arrangement covering Employees collectively except that where an Employee joins the Union, any previously held Individual Agreement terms which are consistent with the Collective Agreement although superior, will continue to apply to them as additional terms under section 61 of the Act.

4.2 Supplementary terms and conditions of employment may be agreed between the Employee and the Employer, provided that these are in writing and not inconsistent with the provisions of this Agreement. These supplementary terms and conditions will typically include (but not be limited to) reference to the Employee’s duties, actual salary, performance assessment, and any special benefits to which the Employee is entitled.

4.3 This Agreement may be varied by the parties. Ratification of any variation shall be by simple majority (50% + 1) by Finsec members.

4.4 The Employer undertakes to act as a “good employer” by providing fair and proper treatment in all respects of employment.

Employees agree to carry out their duties in an efficient manner at all times, and will exercise care and attention to achieve a high quality of products and services.

Employees will carry out the responsibilities of the position honestly and diligently and to the best of their abilities.

Employees accept that the Employer operates in the Bay of Plenty, and they may agree to work at any sites in the Bay of Plenty area voluntarily. Changes will be short-term or as otherwise mutually agreed. All costs incurred will be met by the Employer. Extra traveling time over and above the normal time taken by the Employee shall be paid as if the Employee was at work.

- 4.5** The employer acknowledges their requirement to consult with employees and delegates over any significant changes that may have an adverse effect on the continuation of an employee's employment.

5 HOURS OF WORK

- 5.1** The ordinary hours of work shall not exceed 37.5 per week or 7.5 hours per day to be worked on five days of the week Monday to Saturday inclusive between the hours of 8.30am and 5.00pm or as otherwise agreed between the Employer and the Employee in the Employee's Supplementary Terms and Conditions of Employment. Staff employed on or before the 1st September 2001 will not be required to work Saturdays.
- 5.2** Part-time Employees shall work the number of basic hours per week specified in their Supplementary Terms and Conditions of Employment.

6 OVERTIME

- 6.1** Overtime shall be deemed to be all hours worked in excess of 37.5 hours per week. Where additional hours are worked at the request of the Employer, and where the Employee agrees to work such hours, overtime compensation or time off in lieu may be negotiated.
- 6.2** While time off in lieu will be the preferred option, if management is unable to provide time off in lieu then the Employee shall be paid overtime compensation at 1.5 times the ordinary hourly rate of pay.
- 6.3** Where the key holder is called out to a Branch, outside of normal working hours, the Employee shall be entitled to claim overtime for the period of the call out. The Employee shall be entitled to claim a minimum of ½ hour overtime.
- 6.4** Clauses 6.1, 6.2 and 6.3 shall apply to all Employees, excepting salaried staff.
- 6.5** Full-time Employees who have worked a full 7.5 hour day and who subsequently work in excess of 2.5 hours overtime following their ordinary hours on any day Monday to Friday inclusive shall be entitled to be paid \$8.00 meal money, if no meal has been provided.
- 6.6** Salaried staff may elect to have accrued time in lieu paid out after eight weeks, provided there is agreement between both parties.

7 BREAKS

- 7.1** Employees working 7.5 hours a day will be entitled to two paid 10 minute breaks, and an unpaid break of at least ½ hour.
- 7.2** Employees working between 4.5 and 7.5 hours a day will be entitled to an unpaid ½ hour break at a time agreed with the Credit Union and one 10 minute break.
- 7.3** Employees working less than 4.5 hours a day will be entitled to one paid 10 minute break.
- 7.4** Clauses 7.1, 7.2 and 7.3 should not detriment the parties by interfering with existing agreed local arrangements.

8 REMUNERATION

- 8.1** Effective from the first full pay period after 1 April 2007 there shall be an increase to paid wage rates/salaries of 4.0%.
- 8.2** Effective from the first full pay period after 1 June 2008 there shall be an increase to paid wage rates/salaries of 4.0%.

9 DUTIES TO THE EMPLOYER

- 9.1** The Employee's duties and responsibilities are set out in the job description, which form part of the supplementary terms and conditions to this Agreement.
- 9.2** Because this is an ever-changing industry, the Employee cannot expect his/her duties to remain unchanged throughout their employment. The Employer operates in a highly competitive environment and reserves the right to ask the Employee to use his/her skills and experience to its best advantage. Accordingly, the Employee may be required to undertake additional duties to those set out in his/her job description. However the size and scope of such additional duties shall not be such as to constitute a significant change to the Employee's job description or responsibilities without his/her consent.
- 9.3** Where there is a substantial permanent increase in the responsibility or skill requirement of the duties of any Employee there will be an immediate review of the Employee's salary or wage.
- 9.4** Every effort shall be made to ensure that salaries paid by the Employer reflect the levels of responsibility, authority and skill that each position has.
- 9.5** Where an Employee is required by the Credit Union to temporarily take over the duties of a more senior Employee for a continuous period exceeding 5 weeks, he/she shall be paid a bonus payment to be negotiated. This shall be not less than 80% of the difference between the salary of the Employee and the person whose job is being taken over temporarily.
- 9.6** A sole charge allowance of \$2.60 per hour shall be paid to any employee who is required to operate a branch in a sole charge position.

10 PAYMENT OF SALARIES AND DEDUCTIONS

- 10.1** Salaries and wages will be paid weekly, in arrears by direct credit to a Credit Union account owned by the Employee or by cheque no later than Wednesday of the following week.
- 10.2** Pay slips will be provided in line with the frequency of payment.
- 10.3** The Employee consents to the Employer making deductions from his/her wages or salary in order to recover any money owing by him/her to the Employer. This clause does not cover the situation where the Employee has taken out a loan with the Credit Union and part or the entire loan remains outstanding.

11 NEW TECHNOLOGY

The Employee acknowledges that the Employer will introduce new technology from time to time to increase efficiencies and meet market needs, and agree to undertake training either on site or off site courses, and to comply with all procedures and operating manuals whether they be written or electronic, plus any additional requirements thereof.

12 PROBATIONARY / TRIAL PERIOD

Before appointment as a permanent Employee, the Employee will be subject to a three month trial period for both parties to assess whether the position is suitable for him/her. Each party will provide the other with regular feedback during the trial period as to the Employee's progress and any problems, which have arisen. Should the trial period not be successful either party must make that clear to the other. If there is no possibility of the situation being rectified at that stage, either party will give the other at least one week's notice that they do not intend to continue the employment beyond the end of the trial period, or mutually agree to terminate the employment sooner if that is appropriate.

13 PUBLIC HOLIDAYS

- 13.1** The following Public Holidays will be observed and paid for in accordance with the Holidays Act 2003: Christmas Day, Boxing Day, New Year's Day, 2 January (or some other day in its place), Good Friday, Easter Monday, Anzac Day, Labour Day, Queen's Birthday, Waitangi Day and the Anniversary day of the province.
- 13.2** Any work carried out at the request of the Employer on any of the above holidays will be paid for at time and a half for each hour worked on a Public Holiday. Where that day would otherwise be a working day, a paid day off in lieu will be provided and taken at a time agreed between the Employee and the Employer.
- 13.3** Casual staff will receive payment for statutory holidays on the condition they have worked for a period of 10 continuous work days prior to the date of the holiday.

14 ANNUAL LEAVE

14.1 Employees are entitled to four (4) weeks annual leave in accordance with the Holidays Act 2003.

After the completion of 5 years current continuous service with the Employer, Employees will be entitled to commence an accrual for a fifth (5th) week of annual leave in accordance with the Holidays Act 2003.

14.2 The times of taking annual leave will be agreed between the Employee and the Employer, having regard to both the preferences of the Employee and the demands of the business. Where no agreement can be reached the Employer will decide.

14.3 The Employer will allow and the Employee should take his/her annual leave entitlement within 12 months of the date it falls due. Accumulation of annual leave is not encouraged and will only be permitted if specifically approved in writing by the Employer.

15 SICK LEAVE

15.1 The Employee will be entitled to 10 days paid sick leave per annum in accordance with the Holidays Act 2003 (NB: inclusive of those provisions). Sick leave may be taken when:

- the Employee is sick/injured, or
- the Employee's spouse is sick/injured, or
- someone who depends on the Employee for care is sick/injured.

15.2 The Employee will qualify for the sick leave provisions in clause 15.1 after continuous employment with the Credit Union of 3 months.

15.3 A medical certificate shall be required in the event of three (3) or more consecutive calendar days on sick leave, and may be required at the discretion of the Employer in the case of any other sick leave. In addition the Employer shall have the right to require the Employee to attend an independent medical assessment at the Employer's expense by a doctor from a panel of doctors nominated by the Employer. An Employee taking sick leave shall be required to notify the Employer as soon as possible on the first and each subsequent day of absence from work.

15.4 Where an Employee has a medical appointment (which may include doctor, dentist, physiotherapist or similar professional), and where evidence of such appointment is produced, reasonable time off on pay may be approved at the Employer's discretion. Such paid time off of less than 4 hours will not be offset against sick leave, providing however the Employer may require that regular absences for recurring treatment be treated as sick leave.

15.5 Unused sick leave entitlement shall not be paid out at termination of employment.

15.6 Sick leave may accumulate to a maximum of 40 days by carrying forward of unused entitlement.

16 BEREAVEMENT LEAVE

The Employee shall be entitled to 3 days paid bereavement leave in accordance with the Holidays Act 2003 in the event of the death of the Employee's partner, parent, child, brother or sister, grandparent, grandchild, or partner's parent. Should the Employee require additional leave beyond the 3 days bereavement leave entitlement, such time may be taken from any unused annual leave entitlement.

The Employee shall be entitled to 1 day paid bereavement leave with the death of someone they have a close association with.

17 PARENTAL LEAVE

Parental leave will be provided in accordance with the Parental Leave and Employment Protection Act 1987 and its amendments.

18 TERMINATION OF EMPLOYMENT

18.1 The Employee or the Employer will give written notice of termination. For salaried staff the notice period shall be one month. For all other staff the notice period shall be two weeks.

18.2 The Employer may elect to make payment in lieu of notice or part thereof if it sees fit.

18.3 Nothing in this clause shall prevent the Employer summarily dismissing an Employee in the event of serious misconduct.

18.4 In the event that an Employee is absent from work for more than three consecutive working days without first obtaining the Employers consent and without reasonable cause, the Employee will be deemed to have terminated his/her employment without notice.

18.5 In the event that the Employee is unable to give a clean declaration under the Investment Advisers (Disclosure) Act 1996, the Employer will be entitled to dismiss the Employee with notice.

18.6 On termination of employment the Employee shall return to the Employer all equipment, material or other property of the Employer. If any such equipment, material, or other property is not returned, or is returned in a poor state or condition (fair wear and tear excepted), the Employer may deduct the cost of repair/replacement thereof from the Employee's final pay.

19 REDUNDANCY

19.1 "Redundancy" in this agreement means a situation where the Employer terminates the Employee's employment because the Employee's position is, or will become surplus to the needs of the Employer for whatever reason. Redundancy will only be applied where there are valid reasons for it.

- 19.2** “Comparable position” means a position that requires at least the same or similar knowledge, qualifications and experience, that offers the same salary and total remuneration package, is in the same location or at another within reasonable commuting distance from the Employee’s place of residence and is not more than 10 km from the Employee’s usual place of work, and involves duties which would not be considered a change from the Employee’s existing duties significant enough as to be unreasonable in the circumstances of that Employee’s skills, abilities or employment history, or the specialist nature of the work for which the Employee was employed.
- 19.3** Before the termination of employment on grounds of redundancy the Credit Union may offer the Employee alternative employment or redeployment, including retraining where appropriate.
- 19.4** The following criteria shall be applied for the selection of those being made redundant, bearing in mind the remaining positions to be filled:
- Skills
 - Knowledge
 - Experience
 - Performance
 - Attitude and Behaviour
 - Length of service
- 19.5** The Credit Union undertakes to examine all alternative positions. If a position is available, any offer will be in writing.
- 19.6** Where the offer of a position is made, the Employee will have 14 days to decide whether to accept or not.
- 19.7** In the event of Amalgamation or Transfer of Engagements, where there is an offer of ongoing employment in the new Credit Union, in a comparable position, in the same locality, there will be no entitlement to redundancy. Any person who chooses not to accept the new position offered will be treated as having resigned.
- 19.8** In the case of the Employee’s position being made redundant, the Employer shall give him/her four weeks notice of termination (not in addition to the notice in Clause 18) and shall allow him/her time off to attend interviews. Such notice shall be given in writing and shall be worked or paid in lieu at the Employee’s request.
- 19.9** The following scale of payments will apply to those eligible to receive redundancy compensation:
- (a) 4 weeks of salary for the first year of service or part thereof
 - (b) 2 weeks salary for each subsequent year of service or part thereof
- Up to a maximum of 26 weeks salary.

Example 1:

An Employee of 14 years is made redundant. Their compensation would be worked out as: $4 + (2 \times 13) = 4 + 26 = 30$ weeks. Maximum payout is 26 weeks, so staff member would get 26 weeks salary as compensation

Example 2:

An Employee of 1 year and 6 months is made redundant. Their compensation would be worked out as $4 + (2 \times 1) = 4 + 2 = 6$ weeks. Staff member would get 6 weeks salary as compensation.

- 19.10** There will be no entitlement to redundancy compensation where an Employee declared redundant is offered but declines to accept a comparable position.

20 TERMINATION FOR MEDICAL REASONS

- 20.1** The Employer may terminate the Employee's position by giving notice or salary in lieu of notice, if the Employer is of the opinion that the Employee is incapable of the proper performance of his/her duties under this Agreement as a result of mental or physical incapacity. Notice shall be given in accordance with clause 18.1 of this Agreement.
- 20.2** Before taking any action under this clause the Employer shall require the Employee to undergo a medical examination by a registered medical practitioner nominated by the Employer or if requested, two medical practitioners, one nominated by the Employer and one nominated by the Employee, and the Employer shall take into account any report or recommendations made available to it as a result of that examination and any other relevant medical reports or recommendations which it might receive or might wish to have tendered to it by or on behalf of the Employee.
- 20.3** Prior to the Employer making a decision to terminate the employment, the Employee shall be provided with copies of all reports or information given that the Employer is considering and shall be given an opportunity to comment on both the contents of such reports and provide any other information he/she considers relevant.
- 20.4** The Employer will meet the cost of any medical examination.

21 REPRESENTATION

- 21.1** Credit Union Central recognises the right of any Employee to join the union of their choice.
- 21.2** Union representatives are able to visit Employees at work at any reasonable time to discuss any union or employment matter.
- 21.3** Notice of at least 2 days will be given under normal circumstances before such visits.

- 21.4** When visiting the workplace, union representatives must have regard to the normal operations undertaken in the workplace and must advise the manager at the time of arrival. Union representatives must adhere to the Employers procedures relation to health and safety and security.
- 21.5** Employees are entitled to attend at least two union meetings (each of a maximum of two hours) each calendar year without loss of pay. Normally these will occur outside of opening hours. Employees will be paid for the duration of the meetings.
- 21.6** The Employer recognises the role of elected union delegates. Such delegates are entitled to use (reasonable) work time and facilities/consumables as agreed from time to time with their manager to fulfill their role as a union delegate, providing the time spent in such a capacity does not adversely impact on their own performance or that of others in the workplace.
- 21.7** Union delegates may place relevant information relating to union matters on staff notice boards in their work places.

22 HEALTH AND SAFETY

- 22.1** The Employer will take all practical steps to ensure the safety of Employees while at work in accordance with the provisions of the Health and Safety in Employment Act 1992 and health and safety procedures.
- 22.2** Employees will take all practical steps to ensure they practice and observe safe and efficient work methods, comply with relevant legislation and health and safety procedures, and report any accidents or incidents which have or could result in harm, injury or damage.

23 MATTERS OF DISCIPLINE

Where there are matters of concern, which the Employer considers justify invoking the disciplinary procedures, the Employer may do so. Guidelines as to what is considered misconduct and serious misconduct together with the appropriate procedures are set out in the Personnel Policy and Procedure Manual.

24 SUSPENSION

- 24.1** Where serious misconduct is alleged, the Employee may be suspended, pending resolution of the issues raised. Where the Employee is not summarily dismissed, the Employee will be paid in full for the period of the suspension. The Employer will only suspend in the following two situations:
- (a) To allow the Employer to investigate the matters raised;
 - (b) As a cooling off period.
- 24.2** Provided that where the Employer's investigation and/or disciplinary action is impeded for more than 5 days as a result of a police enquiry, investigation or prosecution, the Employer reserves the right to continue the suspension without pay until the disciplinary process is brought to a conclusion.

- 24.3** Clause 24.2 shall not be read or used as a method by which the disciplinary process can be avoided and shall not affect the Employee's right to refer the matter to the Employment Relations Authority.
- 24.4** The Employer will make every attempt to resolve the disciplinary process quickly and speedily but at the same time having regard to the requirements of the investigation and the rights of the Employee.
- 24.5** Clause 24.2 shall be used solely where the alleged serious misconduct would reflect on the integrity of the Employee and their suitability for their position.

25 PROPRIETARY RIGHTS

All ideas, concepts, copyright, inventions, patents, trade marks or other products or processes developed or created either in whole or in part by the Employee arising from or in connection with the activities of the Employer shall be the sole property of the Employer.

26 COMMISSIONS

The Employee shall not demand, claim or accept any fee, gratuity, commission or other benefit from any person or persons other than his/her Employer in payment for any matter or thing concerned with his/her duties, except with the prior consent of the Employer.

27 CONFIDENTIALITY

- 27.1** The Employee shall not, except as authorised or required by his/her duties, reveal to any person, any of the trade secrets, secret or confidential information, operations, processes or dealings not in the public domain which belong to the Employer. This includes but is not limited to information or documentation in respect of the organisation, business finances, customers, transactions or affairs of the Employer, which may come to the Employee's attention during his/her employment.
- 27.2** The Employee shall use all reasonable efforts to keep with complete secrecy all confidential information entrusted to him/her and shall not use or attempt to use any such information in any manner which may injure or cause loss either directly or indirectly to the Employer, NZ Association of Credit Unions or any other Credit Union or which may be likely to do so. This restriction shall continue to apply after the termination of the Employee's employment without limit in point of time but shall cease to apply to the information or knowledge when it comes into the public domain.
- 27.3** At the commencement, and as a condition of, employment, each Employee shall be required to sign a Declaration of Secrecy (as per schedule 2) with the Employer.

28 CONFLICTS OF INTEREST

The Employee agrees not to enter into any contracts, business interests and/or activities, which may conflict in any way with the interest of the Employer and his/her responsibilities to it, or reflect adversely on the Employer's business or public perception.

29 HEALTH & SAFETY AND PERSONNEL POLICY & PROCEDURE MANUALS

29.1 The Employer has policy and procedure manuals on many matters. A number of matters are, or will in the future become, relevant to the Employee. The Employee must ensure that they know the policy on these matters and observe it, as is relevant, at all times. The Employer reserves the right to amend all or any of the policies from time to time at its discretion after consultation and on reasonable notice to the Employee.

29.2 Where the policy and procedure manuals conflict with this Collective Employment Agreement, the Collective Employment Agreement shall prevail.

30 PRIVACY

30.1 The Employer may collect and retain personal information on its Employees, concerning any aspect of their employment, directly from the Employee or any third party. Under the Privacy Act 1993 the Employee has rights and obligations and in particular has the right of access to, and correction of, personal information (except insofar as it relates to any exception provided by the Act).

30.2 All Employees shall keep the Employer informed in writing of their home address and telephone number, any changes thereto, and the name, address, and telephone number of their next of kin.

31 INDEMNITY

The Employer will indemnify Employees against all action, suits, prosecutions, claims and demands made or brought against Employees by any third party in respect of or arising out of the performance of Employees of their obligations set out in this Agreement other than those arising out of any breach or non observance of any provisions of this Agreement.

32 EMPLOYMENT PROTECTION PROVISION

In the event of a restructuring as defined in the Employment Relations Amendment Act (No 2) 2004 (being the sale, transfer, or contracting out of all or part of the business), that may affect an Employee's future employment, the Employer will:

1 As soon as is reasonably practicable, taking into account the commercial requirements of the business, commence negotiations with the potential new Employer concerning the impact of the restructuring on the Employee's position and agree on how those negotiations will be conducted.

2 Negotiate with the potential new Employer regarding:

- a) whether or not it proposes to offer employment to an Employee;
 - b) if so, the terms and conditions on which it proposes to offer employment to an Employee; and
 - c) the proposed date for commencement of employment with the potential new Employer.
3. In the event that an Employee is not employed by the potential new Employer, for whatever reason, redundancy entitlements will be determined in accordance with the redundancy provisions provided in this Agreement.

33 PLAIN LANGUAGE EXPLANATION OF SERVICES AVAILABLE FOR THE RESOLUTION OF EMPLOYMENT RELATIONSHIP PROBLEMS

If you consider you have a problem in your employment you shall let the Employer know immediately so you and the Employer can try and resolve it then and there.

The Employment Relations Act 2000 states that an employment relationship problem includes a personal grievance, a dispute and any other problem relating to or arising out of an employment relationship, but does not include any problem with the fixing of new terms and conditions of employment. The Mediation Service provides services intended as the first step in resolving problems that have been unable to be resolved between you and the Employer. Unresolved problems may be referred to the Employment Relations Authority and in some circumstances to the Employment Court. The procedures available also apply in the case of personal grievances and disputes. A personal grievance must be raised with 90 days.

34 ENTIRE AGREEMENT

This Agreement, the Health and Safety and Personnel Policy and Procedure Manual and any supplementary terms and conditions individually agreed, form the entire agreement between the parties. As from the commencement date all other agreements or arrangements between the Employee and the Employer shall cease to have effect.

In witness of which this Agreement has been executed.

For and on behalf of
 Finsec by its duly authorised representative

Date _____

For and on behalf of
 Credit Union Central

Date _____