

**AUSTRALIAN INSURANCE HOLDINGS PTY LTD  
AND  
EMPLOYEES**

**AUSTRALIAN INSURANCE HOLDINGS PTY LTD  
EMPLOYEE COLLECTIVE AGREEMENT 2006**

# AUSTRALIAN INSURANCE HOLDINGS EMPLOYEE COLLECTIVE AGREEMENT 2006

## **1 TITLE**

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- (a) This Agreement shall be referred to as the AUSTRALIAN INSURANCE HOLDINGS Employee Collective Agreement 2006.
- (b) This Agreement supersedes and replaces the AUSTRALIAN INSURANCE HOLDINGS Certified Agreement 2004.

## **2 PARTIES TO THE AGREEMENT**

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This Agreement is made between Australian Insurance Holdings Pty Ltd and its employees who are employed in classifications contained in Appendix A to this Agreement and/or employees whose letter of offer states that they are covered by this Agreement.

## **3 DATE OF OPERATION**

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This Agreement shall take effect on the date that it is lodged with the Office of the Employment Advocate and will have a nominal term of four (4) years from that date.

## **4 ARRANGEMENT OF AGREEMENT**

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1	TITLE.....	1
2	PARTIES TO THE AGREEMENT.....	1
3	DATE OF OPERATION.....	1
4	ARRANGEMENT OF AGREEMENT .....	1
5	OBJECTIVE OF AGREEMENT.....	2
6	RELATIONSHIP TO AWARDS AND WORKPLACE RELATIONS LEGISLATION .....	2
7	COMPANY VALUES.....	3
8	EMPLOYMENT ARRANGEMENTS.....	3
	8.1 Full Time Employment.....	3
	8.2 Part Time Employment .....	3
	8.3 Casual Employment.....	3
	8.4 Change in Employment Arrangements.....	3
9	VARIATION OF AGREEMENT .....	3
10	PROBATIONARY PERIOD.....	4
11	CLASSIFICATIONS AND WAGE RATES.....	4
12	INCENTIVE PROGRAMS .....	4
13	WAGE REVIEWS.....	5
14	HOURS OF WORK .....	5



14.1	Ordinary Hours of Work .....	5
14.2	Roster Arrangements .....	5
14.3	Evening and Weekend Work – Ordinary Rostered Hours .....	5
14.4	Extra Time Worked At Employer’s Request .....	6
15	ADDITIONAL HOURS WORKED AT THE EMPLOYEE’S REQUEST .....	7
16	HIGHER DUTIES .....	7
17	REST PERIODS AND MEAL BREAKS .....	7
18	SUPERANNUATION.....	8
19	LEAVE .....	8
19.1	Annual Leave .....	8
19.2	Personal/ Carer’s leave.....	9
19.3	Compassionate Leave .....	9
19.4	Parental Leave.....	10
19.5	Long Service Leave .....	10
19.6	Buying additional Annual Leave through pay averaging .....	10
19.7	Payment for Leave.....	11
20	PUBLIC HOLIDAYS .....	11
21	DISPUTE RESOLUTION PROCEDURES.....	12
22	TERMINATION OF EMPLOYMENT .....	13
23	REDUNDANCY .....	14
24	ANTI-DISCRIMINATION .....	15
25	NO FURTHER CLAIMS .....	15
26	AVAILABILITY OF THIS AGREEMENT.....	15

**5 OBJECTIVE OF AGREEMENT**

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The objective of this Agreement is to:

- a) Establish a set of working conditions that enables the business to continue to operate in an efficient and flexible manner and is consistent with the Company’s values.
- b) Provide terms and conditions of employment that are intended to be equitable, transparent, fair and reasonable to the employee.

**6 RELATIONSHIP TO AWARDS AND WORKPLACE RELATIONS LEGISLATION**

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The terms and conditions of the Agreement shall be read in conjunction with the Workplace Relations Act (*Commonwealth*) 1996), as amended from time to time.

- a) Unless otherwise provided for in this Agreement, the Workplace Relations Act 1996 (Commonwealth) shall be binding in relation to workplace relations matters. However, the provisions of the Workplace Relations Act 1996 (Commonwealth) are not incorporated into this Agreement as terms of this Agreement.
- b) This Agreement will wholly replace and extinguish all other Awards and Agreements to which the employee parties to this agreement were subject to.



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## 7 COMPANY VALUES

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Having the Right Values are vital as we develop the business. We believe that the Company's values are what each of us must strive to develop and encourage throughout the organization. The Company Values are contained in Schedule B.

These values represent a focal point for both our day-to-day duties and our longer-term goals.

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## 8 EMPLOYMENT ARRANGEMENTS

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Employees covered by this agreement can be employed under one of the following arrangements.

### 8.1 Full Time Employment

Employees who are required to work an average of 150 ordinary hours per 4-week period (i.e. 2 consecutive pay periods) shall be engaged on a full time basis.

### 8.2 Part Time Employment

A part-time employee:

- a) is an employee who:
  - i. unless mutually agreed, is employed for up to but no more than 150 hours per 4 week period ; and
  - ii. receives, on a *pro rata* basis, equivalent pay and conditions to those of full-time employees who do the same kind of work.
- b) will be paid for ordinary hours worked at the rate of 1/37.5 of the weekly rate prescribed for the class of work performed.
- c) All other provisions of this Agreement relevant to full-time employees shall apply to part-time employees, on a pro-rata basis wherever appropriate.

### 8.3 Casual Employment

A casual employee:

- a) is an employee who is engaged and paid on an hourly basis with no commitment of indefinite ongoing employment.
- b) will be paid a 20% loading in addition to his or her ordinary rate in place of all paid leave provisions (includes annual, personal/ carer's, compassionate and public holidays) in this agreement and to compensate for the nature of casual employment.

### 8.4 Change in Employment Arrangements

Where an employee and the employer agree in writing, part-time employment may be converted to full-time, and vice-versa, on a permanent basis or for a specified period of time. If such an employee transfers from full-time to part-time (or vice-versa), all accrued Agreement and legislative entitlements shall be maintained. Following transfer to part-time employment accrual will occur in accordance with the provisions relevant to part-time employment.

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## 9 VARIATION OF AGREEMENT

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The parties to this Employee Collective Agreement acknowledge that this Agreement can be varied during the currency of the Agreement in accordance with the Workplace Relations Act 1996(Commonwealth).



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## 10 PROBATIONARY PERIOD

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- a) Employees, upon engagement, will commence a six month probationary period during which time either party may notify of its intention to terminate the contract of employment by the issuing of one weeks notice or payment in lieu thereof.
- b) Should the employee's conduct, capacity and/ or performance during the probationary period not be of a standard acceptable to the employer, the employee may be dismissed as per clause 22 of this Agreement.

## 11 CLASSIFICATIONS AND WAGE RATES

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- a) Employees shall be appointed to a Classification Level as set out in Schedule A to this Agreement. A method of job evaluation may be utilised by the employer to assess specific roles and place them within the bands set out below.
- b) Base wage rates and notional maximums per annum as at the date of this agreement being lodged with the Office of the Employment Advocate are as follows:

Level	Band Minimum	Notional Band Maximum
Level 1	\$28,630	\$30,508
Level 2	\$30,509	\$33,202
Level 3	\$33,203	\$37,203
Level 4	\$37,204	\$41,097

- c) The Company reserves the right to review and update the job classification structure during the life of the agreement.
- d) This Agreement provides for the employment of trainees who will be paid in accordance with the appropriate State and/ or Federal Legislation.
- e) The rates referred to above are annual rates of pay and do not include the Company's superannuation contribution.
- f) Consistent with the classification structure, the Company may direct an employee to carry out duties that are within the limits of the employee's skill, competence and training consistent with the classification structure.

## 12 INCENTIVE PROGRAMS

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- a) In addition to the wage rate prescribed in clause 11 of this Agreement, employees may be entitled to participate in incentive programs, subject to the employees attaining the minimum standard of performance required by the employer under the incentive programs.
- b) The parties to this Agreement acknowledge that the method of calculating incentive program payments may be amended from time to time according to the performance and requirements of the business. However, where such amendments are intended, the affected employees will be informed and given one month's notice of the amendments.

## 13 WAGE REVIEWS

- a) The following increases shall apply to the employee's base wage during the nominal life of this Agreement:

Increase to your base wage	Effective date
5% of the Employee's current rate	First full pay period after a majority of staff participating in the vote, vote in favour of the Agreement.
3.5%, or the Consumer Price Index plus 1%, whichever is the greater.	First full pay period in September every 12 months throughout the 4-year nominal life of the Agreement.

- b) For the purposes of the wage increase detailed in this clause, the annual national CPI figure will be based upon the data for the 12 months leading up until the end of June as published by the Australian Bureau of Statistics.

## 14 HOURS OF WORK

### 14.1 Ordinary Hours of Work

- a) Ordinary hours of work for full time employees shall be an average of 150 per 28-day roster period (or 4 week period). Part Time employees' ordinary hours of work will be up to 150 hours per 28-day roster period (or 4 week period).
- b) The ordinary hours of work shall be Monday to Sunday - a minimum of three [3] hours, and a maximum of ten [10] hours per day.
- c) Ordinary hours will not exceed eight and one-half [8.5] hours per day (excluding meal breaks) without the agreement of the employee.

### 14.2 Roster Arrangements

Employees shall work in accordance with a roster prepared by the employer, including the times of taking rest periods and meal breaks. The employer will inform the employees of future roster arrangements or changes to existing roster arrangements by means of giving notice of a minimum 7 days.

### 14.3 Evening and Weekend Work – Ordinary Rostered Hours

- a) Hours worked before 6:00am or after 6:00pm Monday to Friday as part of an employee's ordinary rostered hours shall be paid for at the rate of time and one-half.
- b) Hours worked on Saturday and/or Sunday, as part of an employee's ordinary rostered hours shall be paid for at the rate of time and one-half.
- c) The following table summarises the loadings applicable on ordinary rostered hours:

Day	Hours	Loading
Monday to Friday	6 am – 6 pm	No Loading
	6 pm – 6 am	50%
Saturday to Sunday	12 am to 12 pm	50%

**14.4 Extra Time Worked At Employer’s Request**

- a) Due to the nature of our business it is infrequently required that an employee work past their rostered finish time to complete a customer transaction. In recognition of this, time off in lieu will be granted for such time worked after an initial 15-minute threshold is reached. After the initial period of 15 minutes, time off in lieu will be granted to the nearest quarter of an hour for the total amount of additional time worked.

*Example: An employee commences a telephone conversation with a customer at 4.50pm. Their rostered finish time is 5.00pm, however they do not conclude the call with the customer until 5.17pm. In this situation, the employee would be granted 15 minutes time off in lieu.*

- b) Work performed at the employer’s request, outside or in excess of 150 hours per 4-week period, shall be paid for at the rate of ordinary time for such hours worked. Situations that may require the performance of additional hours of work could include, but not be limited to, claim processing following a major hailstorm or an anticipated call spike following a marketing campaign.
- c) No employee shall be entitled to payment for extra hours worked unless the employee’s manager has given prior approval for the additional hours to be worked.
- d) A part-time or casual employee will be entitled to payment for extra hours worked as prescribed in subclause (b) and (c) providing that at least 150 hours have been worked across two consecutive pay periods.
- e) For the purposes of this subclause (b), (c) and (d), payment for extra time worked shall be calculated as follows:

Day of Week	Hours when additional work is performed in	Payment Applicable
Monday to Friday	6 am – 6 pm	One hour payment for each additional hour of work performed or part thereof.
Monday to Friday	6 pm – 6 am	One and one half hours payable for each hour worked.
Saturday or Sunday	12 am to 12 pm	One and one half hours payable for each hour worked.

- f) Nothing in this clause shall preclude an employee being granted time off in lieu instead of payment for work performed at the employer’s request as prescribed in subclause (b), (c), (d) and (e) of this clause. Such time off in lieu shall be mutually agreed between the employer and the employee prior to the work being performed and be taken at a mutually convenient time that is as soon as practicable after the time when the extra hours have been worked.
- g) Penalty rates shall not compound, i.e. where more than one penalty rate could apply only the higher of the rates will be paid.

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**15 ADDITIONAL HOURS WORKED AT THE EMPLOYEE'S REQUEST**

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- a) The employer may give an employee an opportunity to work additional hours in excess of the ordinary hours per week prescribed in Clause 14. The employee must submit a request in writing to the employer for any such additional hours.
- b) The working of additional hours is voluntary and is paid at the applicable hourly rate.
- c) An employee can work a maximum of 12 additional hours per week.

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**16 HIGHER DUTIES**

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- a) Where the employee is temporarily assigned a position of a higher classification level for assignments longer than a minimum of ten (10) consecutive working days he/she will receive a Higher Duties Allowance for the performance of such higher duties.
- b) If the employee is to be paid a Higher Duties Allowance, payment for higher duties will be made at the minimum rate of the higher band or a 10% loading on the employee's rate of pay, whichever is greater.
- c) When calculating the period for which the employee may receive a Higher Duties Allowance, the Company will not count any hand over period during which the person who normally occupies the position is still working or any time that the employee spends in training for the relieving role.
- d) The employee may receive their average Commission as a Higher Duties Allowance for the performance of higher duties.

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**17 REST PERIODS AND MEAL BREAKS**

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- a) Paid rest periods:
  - i. The employee shall be permitted two paid breaks of 10 minutes duration each ordinary working day.
  - ii. These paid rest periods are to be taken at times suitable to the operational requirements of the employer.
- b) Meal break:
  - i. The employee shall be permitted one unpaid meal break of a minimum of 30 minutes duration each ordinary working day.
  - ii. Meal breaks are to be taken at times suitable to the operational requirements of the employer.
  - iii. In the absence of any mutual agreement to the contrary, meal breaks will be scheduled in such a manner as to ensure employees are not required to work more than six [6] hours without a meal break.
- c) In addition to the paid rest periods outlined in sub-clause (a) and as part of the employer's commitment to Occupational Health and Safety, the employer recognises the need for flexibility for employees who have been engaged for lengthy periods at their workstation.



## **18 SUPERANNUATION**

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- a) Superannuation contributions will be made by the employer on behalf of the employees in accordance with the *Superannuation Guarantee Administration Act 1992 (Commonwealth)*.
- b) Contributions will be made into an approved fund of the employee's choice, however for the purposes of this agreement the Company will also have a default fund that contributions shall be paid into if the employee does not nominate a fund.
- c) Any earnings received by an employee as a result of formal Incentive Programs shall be deemed to be part of the employee's gross wage for the purposes of calculating superannuation contributions.
- d) The employer shall facilitate salary sacrifice arrangements for employees who wish to contribute to their superannuation fund salary in addition to that prescribed by the relevant legislation.

## **19 LEAVE**

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### **19.1 Annual Leave**

- a) A Full Time employee is entitled to 150 hours or 4 weeks of annual leave (based on an average of 37.5 hours worked per week), on full pay, for each year of employment. Under this Agreement, the employee's annual leave accrues at the rate of 1.539 days or 11.538 hours for each completed 28 days of employment, or pro-rata amounts for lesser periods. This leave does not include any public holiday, which might occur during annual leave. This means that if a public holiday falls during the employee's period of leave, no accrued annual leave shall be used on that day.
- b) Where possible, the employee will take annual leave at a time mutually agreeable between the employer and the employee.
- c) Part-time employees are entitled to a pro rata amount of annual leave.
- d) Leave Loadings will be paid on leave paid out under this clause.
- e) The Company may direct employees to take annual leave by the giving of 14 days notice. It is anticipated that employees will only be directed to take annual leave to meet the operational needs of the business (for example, during identified 'Slow Down' periods) or if they have 'Extensive Accumulated Leave'. Personal circumstances of employees will be considered in any direction to take leave.
- f) After the employee has 'Extensive Accumulated Leave' accrued (i.e. 8 weeks) at the employer's request the employee may be required to take up to two weeks (75 hours for a full-time employee) of their annual leave. The employer will give a minimum of 14 days written notice to the employee to commence annual leave.
- g) Annual leave will not accrue while an employee is on Parental Leave.

## 19.2 Personal/ Carer's leave

a) A full-time employee is entitled to 75 hours or 10 days of Personal/Carer's leave (based on an average of 37.5 hours worked per week), on full pay, for each year of employment. Under this Agreement, the employee's Personal/ Carer's leave shall accrue at the rate of 5.75 hours for each 28 days of completed employment, or pro-rata amounts for lesser periods. Part-time employees will accrue paid Personal/ Carer's leave on a pro rata basis.

b) Paid leave (sick leave) may be taken by an employee because of a personal illness, or injury, of the employee; or

Paid or unpaid leave (carer's leave) may be taken by an employee to provide care or support to a member of the employee's immediate family, or a member of the employee's household who requires care or support because of;

i. their personal illness, or injury, of the member or

ii. an unexpected emergency affecting the member.

c) All employees, including casual employees, are entitled to two days unpaid carer's leave on each occasion that a member of the employee's immediate family or household requires care and support due to being ill, injured or affected by an unexpected emergency. 'On each occasion' refers to per illness, injury or emergency.

d) Before taking Personal/ Carer's leave, the employee must give notice as soon as reasonably practicable (ideally prior to the start of their next shift), unless they have a good reason for not doing so. A claim for Personal/ Carer's leave must be supported by evidence (for example, a medical certificate from a registered health practitioner) on each occasion, if requested by the employer.

e) Unused paid Personal/ Carer's leave accumulates from year to year.

f) An employee when taking paid Personal/ Carer's leave shall be paid his or her ordinary pay and have that amount credited from his or her Personal/ Carer's leave. An employee will not be paid penalty rates while being paid Personal/ Carers or Compassionate leave.

g) If rostered to work on a day that attracts a penalty rate (i.e. a Public Holiday) but the employee does not work due to taking Personal/ Carer's leave the employee will be paid ordinary hours from their Personal/ Carer's leave balance.

h) Personal/ Carer's leave will not be paid or accrue during Parental leave.

i) Casual employees shall have no entitlement to paid Personal/ Carer's leave.

## 19.3 Compassionate Leave

a) The employee may be absent from work, without deduction of pay for up to four [4] days:

i. for the purposes of spending time with their spouse, de facto spouse, or child if they have a personal illness, or injury, that poses a serious threat to the person's life; or

ii. after the death of their spouse, de facto spouse or child.

- b) The employee may be absent from work, without deduction of pay for up to two [2] days:
  - i. for the purposes of spending time with a member of their immediate family or a member of the employee's household if they have a personal illness, or injury, that poses a serious threat to the person's life; or
  - ii. after the death of a member of the employee's immediate family or a member of the employee's household.
- c) The leave provided in (b) cannot be used in addition to the leave provided in clause (a) for the same permissible occasion.
- d) Compassionate leave can be taken in a single, unbroken period or it may be split, however the same permissible occasion refers to the same illness.
- e) In addition to the above paid Compassionate Leave, the employee may apply for accrued annual leave or unpaid leave in cases where the bereaved is not a person as referred to above or the employee requires additional time.
- f) The employee must, upon request, provide the employer with a copy of the funeral notice or some other evidence to satisfy the employer if required.
- g) Casual employees have no entitlement to paid compassionate leave.

#### **19.4 Parental Leave**

The employee is entitled to Maternity, Paternity and Adoption Leave in accordance with the provisions of the Workplace Relations Act 1996 as amended or replaced from time to time. Full details of these provisions shall be provided to the employee upon request.

#### **19.5 Long Service Leave**

Employees covered by this Agreement shall have their Long Service Leave entitlements determined in accordance with legislation in their State as amended or replaced from time to time.

#### **19.6 Buying additional Annual Leave through pay averaging**

Pay averaging is a mechanism available to employees with personal commitments or lifestyles (i.e. spending vacations with their school age children, grandchildren, attending to study or sporting commitments etc) that require them to take more than 4 weeks annual leave in a 12-month period.

Pay Averaging enables employees to increase their Annual Leave entitlement by 'purchasing' up to 2 weeks additional leave per 12-month period in return for a reduced annual salary. An employee's annual salary will be reduced by 1/52 for each extra week of leave purchased.

All salary based entitlements (i.e. Superannuation, allowances etc.) and conditions (i.e. leave etc) will be based on the employees reduced salary.

Access to additional Annual Leave via Pay Averaging is subject to the following conditions:

- a) Participation in Pay Averaging is available to permanent employees following completion of 6 months service.
- b) Participation in Pay Averaging is subject to business needs and must be agreed between the Manager and the employee.

- c) There must be mutual agreement between the employee and their Manager when additional Annual Leave will be taken, prior to any Pay Averaging arrangements being established. Leave must be taken in a manner consistent with business needs.
- d) Annual Leave Loading is paid on 4 weeks only. Additional annual leave that is purchased will not attract annual leave loading.
- e) An employee must reduce his or her entitled Annual Leave credit to below 20 days before entering into Pay Averaging arrangements.
- f) If an employees Annual Leave entitlement exceeds 12 weeks, by providing 14 days notice the Manager can instruct the employee to take leave to ensure that his or her leave balance is below 8 weeks.
- g) Employees can opt in or out of the program once per year. An employee covered by this Agreement must have their request to opt in or out of the program to their Manager before the 1 October of each year. At the Company's discretion, the frequency and dates that people can opt in or out of the program may change.
- h) The Manager and the employee upon the anniversary of the commencement of the Pay Averaging will review ongoing participation in Pay Averaging.
- i) By mutual agreement, the employee and their Manager may terminate the Pay Averaging arrangement at any time.

**19.7 Payment for Leave**

- a) Payment for all types of paid leave other than Annual Leave will be at the employees base hourly rate of pay.
- b) Payment for a period of Annual Leave shall be at the employee's base hourly rate of pay plus a 17.5% leave loading (except for any additional leave that is purchased through pay averaging).
- c) Any additional Annual Leave that is purchased will not attract the 17.5% leave loading.

**20 PUBLIC HOLIDAYS**

- a) Employees are required to be available to work on a Public Holiday, in particular on dates that are not national public holidays i.e. Annual Show Day in Queensland or Melbourne Cup day in Melbourne.
- b) An employee who is rostered to work on the following public holidays and does work shall be entitled to a day off in lieu of the public holiday to be taken at a time convenient to the parties:
  - i. Labour Day

ii.

QLD	VIC	ACT	NSW	NT	WA	SA	TAS
Show Day	Melbourne Cup Day	Bank Holiday	Bank Holiday	Picnic Day	Foundation Day	Adelaide Cup Day	Bank Holiday

- c) In addition to a day off in lieu as described in sub-clause (a), an employee who works on the following public holidays shall be paid at the rate of two times their base hourly rate for the hours worked:
  - i. 1st January;



- ii. 26th January;
  - iii. Good Friday;
  - iv. Easter Saturday (the day after Good Friday)
  - v. Easter Monday;
  - vi. 25th April (Anzac Day);
  - vii. Queen's Birthday;
  - viii. Christmas Day;
  - ix. Boxing Day;
- d) If State Government gazettes a public holiday in substitution for one of the days listed in this clause, the substituted day will be observed as a holiday instead of the listed day.
- e) The location in which the employee works, nominated as the employee's workplace in his or her letter of offer, will determine which additional public holidays are applicable to the employee.
- f) An employee who is rostered to work and observes a Public Holiday as a holiday shall receive his/ her ordinary pay for that day, exclusive of any loadings they would have received had they worked.
- g) Where a public holiday falls on a day upon which a part-time employee is normally engaged, and the employee is not required to work the employee shall be paid the ordinary rate, exclusive of any loadings for the number of hours normally worked on that day.

## **21 DISPUTE RESOLUTION PROCEDURES**

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In relation to any matter that may be in dispute between the parties to this Agreement ('the matter'), the parties:

- a) will attempt to resolve the matter at the workplace level, including, but not limited to:
  - i. the employee and his or her supervisor meeting and conferring on the matter; and
  - ii. if the matter is not resolved at such a meeting, the parties arranging further discussions involving more senior levels of management (as appropriate);and
- b) acknowledge the right of either party to appoint, in writing, another person to act on their behalf in relation to resolving the matter at the workplace level; and
- c) agree to allow either party to refer the matter to mediation if the matter cannot be resolved at the workplace level; and
- d) agree that if either party refers the matter to mediation, both parties will participate in the mediation process in good faith; and
- e) acknowledge the right of either party to appoint, in writing, another person to act on their behalf in relation to the mediation process; and
- f) agree that during the time when the parties attempt to resolve the matter:

- i. the parties will continue to work in accordance with their contract of employment, unless the employee has a reasonable concern about an imminent risk to his or her health or safety; and
- ii. subject to the relevant provisions of any State or Territory occupational health and safety law, even if the employee has a reasonable concern about an imminent risk to his or her health or safety, the employee must not unreasonably fail to comply with a direction by his or her employer to perform other available work, whether at the same workplace or another workplace, that is safe and appropriate for the employee to perform; and
- iii. the parties must co-operate to ensure that the dispute resolution procedures are carried out as quickly as is reasonably possible;
- iv. should either party determine that mediation will not resolve the matter in dispute, the matter may then be referred to the Australian Industrial Relations Commission for mediation.

## 22 TERMINATION OF EMPLOYMENT

- a) The following notice periods for termination of employment shall apply to all permanent employees, other than in cases of instant dismissal for reasons set out in subclause h):

Continuous Service	Notice Period
Not more than 1 year	1 week
1 year or more but less than 3 years	2 weeks
3 years or more but less than 5 years	3 weeks
5 years or more	4 weeks.

- b) In the case of termination by the employer, the period of notice shall be increased by one (1) week if the employee concerned is over 45 years of age and has served with the employer for more than two (2) years.
- c) If an employee does not give the prescribed notice to the employer, then the employer may deduct from any monies owing by the employer to the employee concerned, an amount equivalent to the required period of notice.
- d) If the employment of the employee is terminated, the employee will be paid the cash equivalent of the following leave accrued but untaken up to the date of termination of employment:
- i. annual leave.
  - ii. Long Service Leave (if the employee is eligible for payment of accrued but untaken long service leave as determined by the provisions of their State legislation).
- e) If an employee has been granted annual leave or Personal/ Carer's leave in advance, which exceeds the employee's leave accrual, the employer shall have the right to deduct an amount equal to the amount paid in advance, from any termination monies to which the employee is entitled.
- f) On termination by the employer, the employer may elect to pay, to the employee, an amount equal to the period of notice in lieu of the prescribed notice period.
- g) Casual employees need only give or be given one days notice of the termination of this or her employment.

- h) In the following circumstances an employee may be terminated without notice:
- i. drunkenness or being under the influence of illicit drugs whilst rostered on duty;
  - ii. theft or unauthorised use of the employer's property;
  - iii. fraud, including using another person's password to access a computer system and any other breach of the Company's IT policy;
  - iv. refusal to obey a reasonable direction of management whilst rostered on duty;
  - v. wilful neglect of duty;
  - vi. fighting, assaulting, or any form of violence to another employee or customer;
  - vii. sexual harassment and/or discrimination of other employees or customer;
  - viii. bullying, intimidation or harassment of other employees or customer
  - ix. smoking or drinking alcohol whilst on duty;
  - x. any other instances of serious or gross misconduct;
  - xi. unauthorised copying or use of any company proprietary information or computer software;
  - xii. breach of the Privacy Act (including the misuse of a client's private or banking details).
- i) At the time of termination or as soon as possible thereafter, the employee is to be paid their wages and any other entitlements in accordance with this Agreement. However, if the employment is terminated outside usual office hours, payment shall be made no later than the next scheduled payday.

## 23 REDUNDANCY

- a) In the event of employment being terminated because of an employee's position being made redundant, payment will be calculated based on the roster most usually worked by the employee during the preceding 6 months, in accordance with the following conditions:

Period of Continuous Service	Severance Pay
Less than 1 Year	Nil
1 year but not more than 2 years	4 weeks pay
More than 2 years but not more than 3 years	6 weeks pay
More than 3 years but not more than 4 years	7 weeks pay
More than 4 years but not more than 5 years	8 weeks pay
More than 5 years but not more than 6 years	9 weeks pay
More than 6 years but not more than 7 years	10 weeks pay
More than 7 years but not more than 8 years	11 weeks pay
More than 8 years but not more than 9 years	12 weeks pay
More than 9 years but not more than 10 years	13 weeks pay
More than 10 years but not more than 11 years	14 weeks pay
More than 11 years but not more than 12 years	15 weeks pay
More than 12 years	16 weeks pay

- b) In the event that the employer obtains acceptable alternative employment for an employee and the employee accepts the employment:
- i. a redundancy as described in this clause will not have taken place;
  - ii. the employee will resign from the employee's employment with the employer;
  - iii. the employee is not entitled to the redundancy payment contained in this clause or otherwise; and
  - iv. the employer will not be responsible for payment of the employee's accrued entitlements if the new employer agrees to assume liability for these.
- c) In the event that the employer obtains acceptable alternative employment for an employee and the employee refuses the employment:
- i. a redundancy as described in this clause will not have taken place;
  - ii. the employee is not entitled to the redundancy payment contained in this clause or otherwise.
- d) In this clause 'acceptable alternative employment' means employment in a role for which the employee is qualified by his or her training and experience, and which provides for terms and conditions of employment which, overall, are no less favourable.
- e) Any disagreement between the employer and an employee as to what constitutes acceptable alternative employment shall be dealt with under the dispute resolution procedure in this Agreement.
- f) Casual employees are not entitled to any redundancy provisions as outlined in this clause.

## **24 ANTI-DISCRIMINATION**

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The parties to this Agreement agree that:

- a) it is their intention to achieve the legislative requirements which is to respect and value the diversity of the work force by helping to prevent and eliminate discrimination at their enterprise on the basis of race, colour, sex, sexual preference, age, physical or mental disability, marital status, family responsibilities, pregnancy, religion, political opinion, national extraction or social origin; and
- b) any dispute concerning these provisions and their operation will be progressed initially under the dispute resolution procedure in this Agreement; and
- c) nothing in these provisions allows any treatment that would otherwise be prohibited by anti-discrimination provisions in applicable Commonwealth, State or Territory legislation.

## **25 NO FURTHER CLAIMS**

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The parties agree that there will be no additional claims made for and or during the term of the Agreement for increases in salaries or allowances.

## **26 AVAILABILITY OF THIS AGREEMENT**

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A copy of this agreement will be made available to all employees. Employees can obtain a copy of this Agreement, and any variations to it, on request at any time.





## SCHEDULE A

### CLASSIFICATION DESCRIPTIONS

#### **LEVEL 1**

Employees shall be graded at this level where the principal characteristics of their employment, as determined by the employer, are identified as follows:

##### Characteristics

Employees at this level may include the initial recruit who may have limited relevant experience. Initially work is performed under close direction using established practices, procedures and instructions. Later, work is likely to be performed under routine supervision with intermittent checking.

Such employees perform routine clerical and office functions requiring an understanding of clear, straight forward rules or procedures. Problems can usually be solved by reference to established practices, procedures and instructions.

Employees at this level are responsible and accountable for their own work within established routines, methods and procedures and the less experienced employee's work may be subject to checking at all stages. The more experienced employee may be required to give assistance to less experienced employees in the same classification.

##### Typical Duties/Skills

Indicative typical duties and skills of this level may include:

- Directing telephone callers to appropriate staff, issuing and receiving standard forms, relaying internal information and greeting of visitors e.g. reception, switchboard.
- Maintenance of basic manual and/or computerised records and ensuring the accuracy of such data.
- Filing, recording, matching, checking and batching of accounts, records, invoices, orders, store requisitions etc.
- Handling, recording or distributing mail including messenger service.
- Simple stock control functions (e.g. seeing that the office or department has adequate supplies of stationery, standard printed forms, tea room amenities etc.) within clearly established parameters.
- Copy typing and audio typing. The routine operation of a range of equipment including calculators, facsimile machines, photocopiers, franking machines, switchboard, or any other equipment to facilitate communications, paging systems.
- The basic use of keyboard operated equipment including personal computers, word processing and attached printers.

##### Positions

Positions classified at Level 1 as their minimum classification Level shall include, but not be restricted to:

- Clerical roles – Finance, Postal, General.
- Document Handler

## **LEVEL 2**

Employees shall be graded at this level where the principal characteristics of their employment, as determined by the employer, are identified as follows:

### Characteristics

This level caters for the employees who have had sufficient experience and/or training to enable them to carry out their assigned duties under limited supervision.

Employees at this level are responsible and accountable for their own work, with checking related to overall progress. In some situations detailed instructions may be necessary. Employees are required to exercise judgement and initiative within a broad range of their skills and knowledge.

The work of these employees may be subject to final checking and, as required, progress checking. Such employees may be required to check the work and/or provide guidance to other employees at a lower level and/or provide assistance to less experienced employees at the same level.

Limited supervision of Level 1 employees.

### Typical Duties/Skills

Indicative typical duties and skills at this level may include:

- Responding to routine enquiries from clients, where presentation and the use of interpersonal skills together with the acquisition of sound knowledge of the organisation's products, operations and services are a key aspect of the position.
- Specialised operations of computerised telephone equipment and personal computer.
- Secretarial – performing a broad range of clerical functions within this level.
- Computer applications involving clerical skills at this level, which may include one or more of the following functions:
  - Word processing
  - create a data base/files/records
  - spreadsheet/worksheet
  - graphics
  - accounting/payroll file following standard procedures and using existing models/fields of information and all relevant computer software
  - reconciliation of accounts
- Checking adherence of employees to the company's scripted messages when communicating with clients.

### Positions

Positions classified at Level 2 as their minimum classification Level shall include, but not be restricted to:

- Service Quality Assessor
- Sales Consultant
- Client Service Consultant
- Claims Technician Level 1
- Helpdesk Consultant Level 1
- Assessing Support

### **LEVEL 3**

Employees shall be graded at this level where the principal characteristics of their employment, as determined by the employer, are identified as follows:

#### Characteristics

Employees at this level have achieved a standard to be able to perform specialised or non-routine tasks or features of the work.

Work is likely to be without supervision and generally of a routine nature with general guidance on progress and outcomes sought and involves the application of knowledge with depth in some areas and a broad range of skills. Initiative, discretion and judgement are required in carrying out assigned duties.

Such employees may be required to supervise or give assistance (including guidance in relation to quality of work and which may require some allocation of duties) to employees in Level 1 and 2 and would be able to train such employees by means of personal instruction and demonstration.

#### Typical Duties/Skills

Indicative typical duties and skills in this level may include:

Provide detailed advice and information of a routine nature, on the company's products and services.

Respond to contacts from clients within own functional area utilising a high degree of interpersonal skills.

Apply computer software packages utilizing clerical skills at a higher level than at Level 2.

#### Positions

Positions classified at Level 3 as their minimum classification Level shall include, but not be restricted to:

- Recoveries Technician.
- Claims Technician Level 2
- Team Leader assistant
- Helpdesk Consultant Level 2

## **LEVEL 4**

Employees shall be graded at this level where the principal characteristics of their employment, as determined by the employer, are identified as follows:

### Characteristics

Employees at this level will have achieved a level of organisation or industry specific knowledge sufficient for them to give independent advice and/or information to the organisation and clients in relation to specific areas of their responsibility.

Employees will be able to address more complex enquiries and issues and liaise with external parties eg, solicitors and claims assessors in cases where there is conflicting information in respect of a client's claim.

Whilst not a pre-requisite a feature of this level is responsibility for supervision of employees in lower levels in terms of co-ordinating work flow, checking progress, resolving problems and the provision of general guidance.

Judgement is required in planning and selecting appropriate equipment, services, techniques and work organisation for self and others.

High levels of initiative, discretion and judgement are required in carrying out assigned duties.

Ability to train employees in Levels 1–3 by personal instruction and demonstration.

### Typical Duties/Skills

Indicative typical duties and skills in this level may include:

The provision of high level advice to clients of the employer on a wide range of complex or non routine matters.

Apply computer software packages utilizing clerical skills at a level higher than at Level 3.

### Positions

Positions classified at Level 4 as their minimum classification Level shall include, but not be restricted to:

- Supervisory roles including Team Leader.

## **SCHEDULE B**

### **AIH COMPANY VALUES**

Having the Right Values are vital as we develop the business. We believe that the Company's values are what each of us must strive to develop and encourage throughout the organisation.

These values represent a focal point for both our day – to day duties and our longer-term goals.

#### **BE.... Creative**

We encourage people to share their ideas and to look for ways of improving and achieving success in everything we do.

#### **Enthusiastic**

We have beliefs and pride in what we do. We do what it takes; we don't just do what we have to do.

#### **Honest**

We aim for the highest standard of integrity when dealing with our customers and colleagues. It's about being fair and honest in all that we do.

#### **Focussed**

Getting in and doing what's needed is what gets results. Overcoming obstacles and remaining focussed ensures we achieve our goals.

#### **Effective**

We make the best use of our time and effort to deliver great results.

#### **Open**

We encourage the sharing of information and appreciate the views and feelings of others.

#### **On the team**

We know it's easier to achieve our goals by combining our individual talents and abilities.

#### **The best**

We take pride in knowing that we always do our best. The true test of our efforts is in the quality of our results.

#### **Encouraging**

We recognise achievement and celebrate each other's success.

#### **Happy**

It's OK to have fun at work.

These values represent a focal point for both our day-to-day duties and our longer term goals.

Choosing the Right People is a critical element in achieving success in a business. For AIH to become a successful \$250 million business in the future, we must attract, develop and retain the best available staff. If we build the right organization, the rest will follow. To achieve our UBG, we will see our staff more than double in the next 5 years and that means opportunities to grow and develop as individuals.

