

CNO 30309/95
(6)

N0321 CAS M Doc L9816

AUSTRALIAN INDUSTRIAL RELATIONS COMMISSION

Industrial Relations Act 1988
s.170MA certification of an agreement

Finance Sector Union of Australia

and

National Mutual Life Association
(C No 30309 of 1995)

NATIONAL MUTUAL CONTINUOUS OPERATIONS AGREEMENT 1995

Insurance employees



COMMISSIONER WHELAN

MELBOURNE, 1 MARCH 1995

Certification of an agreement (single business)

CERTIFICATION OF AGREEMENT

In accordance with section 170MC of the Industrial Relations Act 1988, the Commission hereby certifies the attached memorandum of the terms agreed on between the Finance Sector Union of Australia and National Mutual Life Association.

This agreement shall come into force from 1 March 1995 and shall remain in force until 8 January 1997.

BY THE COMMISSIONER:

COMMISSIONER

Appearances:

M. Nelson for the Finance Sector Union of Australia

K. Heathcote and F. Sassone for National Mutual Life Association.

Hearing details:

1995
Melbourne
1 March

National Mutual Continuous Operations Agreement 1995

1. TITLE This agreement shall be known as the National Mutual Continuous Operations Agreement 1995.

2. ARRANGEMENT	Clause No.	Subject Matter
	1	Title
	2	Arrangement
	3	Coverage
	4	Relationship to Parent Award and Agreement
	5	Definitions
	6	Date and period of operation
	7	Review of Agreement
	8	Shift Work
	9	Sick Leave
	10	Annual Leave
	11	Public Holidays
	12	Cover System
	13	Health Issues
	14	Dispute resolution

3. COVERAGE This agreement shall be binding on National Mutual Life Association and the Finance Sector Union in respect of the Data Centre Operations employees working in 24 hours, 7 days per week continuous operations environment of Group Systems.

4. RELATIONSHIP TO PARENT AWARD AND AGREEMENT This agreement shall be read and interpreted in conjunction with the Insurance Officers (Clerical Indoor Staffs) Consolidated Award 1985 and the National Mutual Enterprise Agreement 1995 provided that to the extent of any inconsistency between that Award and Enterprise Agreement, this agreement shall prevail.

5. DEFINITIONS In this Agreement:

"National Mutual" means The National Mutual Life Association of Australasia Limited.

"Union" means the Finance Sector Union of Australia (FSU)

"Employee" means an employee of Group Systems, Operations located at the Data Centre.

"AIRC" means Australian Industrial Relations Commission.

6. DATE AND PERIOD OF OPERATION This agreement shall come into operation on 9 January 1995, subject to certification by the Australian Industrial Relations Commission and shall remain in operation until 8 January 1997.

National Mutual Continuous Operations Agreement 1995

7. REVIEW OF AGREEMENT

(a) Roster

The parties to this agreement will review the effects of the roster and its operations at the end of the agreed 12 month trial period.

In addition if the need arises, consideration can be given to specific matters that relate to the roster.

The process to review, either at the end of or during the trial, will include direct discussion with employees, their nominated representatives, National Mutual management and the Union. Should these discussions lead to agreement between all parties to make changes to the roster, such changes can be implemented after due consideration is given to the impact of these changes on the employee's conditions of employment as contained within this agreement.

Should no changes to these conditions be necessary, a change to the roster will be implemented without the need to report the changes to the AIRC.

(b) Agreement

In the lead up to 31 December 1996 at least 1 month prior to this date, discussions will be held between employees, National Mutual management and the Union to determine issues relating to the renewal of the Agreement.

8. SHIFT WORK

(a) Hours of work

(i) Shall not exceed an average total of 38 hours per week in any rostered cycle.

(ii) There will be a 10 minute hand over period immediately preceding and post shift, necessary for the orderly transfer of the responsibility to the next shift.

National Mutual acknowledges the hand over time as part of the average 38 hour week.

Each employee shall accrue 48 hours per 12 month period at an average of 1 hour per week which shall be counted towards the average 38 hour week. This accrued 48 hours is to be used for non shift activities such as training, project work, attending meetings and other activities that directly relate to the business need and will not be used to cover staff shortages.

If the accrued 48 hours is not used within the twelve month period then there will be no credit or debit to the employee.

If National Mutual requires an employee to attend training, conduct project work or other such activities and the employee has exhausted their accrued 48 hours, then the time the employee spends on these National Mutual directed activities will be paid at the rate of ordinary base pay at double time plus 20% loading.

If an employee has exhausted their accumulated 48 hours and requests to undertake training, project work or other related activities and National Mutual agrees, then the employee will not be paid extra for the activities undertaken.

If an employee is required to carry out any training, project work or related activities on a non rostered public holiday or week end, then the time will count as double time towards the overall 48 hours total.

National Mutual Continuous Operations Agreement 1995

8. SHIFT WORK

(continued...)

(b) Shift Definitions

- (i) Day shift means a shift of 12 hours commencing at 7.00 a.m.
- (ii) Night shift means a shift of 12 hours commencing at 7.00 p.m.

(c) Average Pay

An employee shall be paid fortnightly an average of the pay the employee would have received over the period of the roster, to be known as average pay.

The items included in the average pay in addition to the employee's ordinary base pay shall be:

- shift allowances for work performed on day and night shifts Monday to Friday
- penalty rates for work performed on weekends and public holidays
- additional day's pay when an employee works on a public holiday with the exception of Good Friday and Christmas Day

Average pay shall equal ordinary base pay plus 50% loading

(d) Night Shifts

No more than two (2) night shifts shall be worked in succession.

(e) Intervals between Shifts

There shall be at minimum a 12 hour interval between the finish of any rostered shift and the commencement of the next shift unless in an exceptional circumstance of a relief employee being unavailable in which case only a maximum of two hours overtime may be worked.

The rate to be paid to an employee for the overtime shift performed outside the employee's rostered shift shall be at the rate of ordinary base pay at double time plus 20% loading.

(f) Voluntary Overtime

There will be at least 24 hours between the end of the last rostered shift and the start of an overtime shift.

An employee will not be required to work an overtime shift that ends less than 24 hours prior to the start of a normal rostered shift.

An employee may not work more than two (2) overtime shifts during the longest rostered break in the roster cycle and not more than three (3) overtime shifts during the 28 day cycle.

The rate to be paid to an employee for the work performed outside the employee's rostered shift shall be at the rate of ordinary base pay at double time plus 20% loading.

(h) Meal Breaks

An employee shall not be required to work more than 4 hours without a meal or rest break of at least 30 minutes. Thirty minutes of such a meal or rest break shall count as time worked.

(i) Daylight Savings

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

National Mutual Continuous Operations Agreement 1995

8. SHIFT WORK

(continued...)

(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 sub clause the expression of standard time and summer time shall bear the same meanings as are prescribed by the relevant state legislation.

9. SICK LEAVE

(a) Amount of sick leave :

An employee who is unable to perform duties on account of illness not covered by workers compensation shall be entitled to sick leave without loss of pay as follows:

(i) in their first year of employment - **six 12 hour shifts**

(ii) in their second year of continuous employment - **seven 12 hour shifts**

(iii) in their third and any subsequent year of continuous employment - **eight 12 hour shift**

(b) Entitlements

An employee's existing accumulated sick leave entitlement will be converted from 8 hour to 12 hour shifts on the basis of one and a half 8 hour shift to one 12 hour shift.

The conversion entitlements of the current employees will be rounded up to the nearest whole day.

(c) Definitions

(i) the term year shall mean the period of 12 months between the date of the engagement and the corresponding date in the following calendar year and each successive period of 12 months

(ii) Anniversary date shall mean the date in any subsequent calendar year corresponding to commencement date (as adjusted for any periods of unpaid leave) of the employee by National Mutual Life Association.

(d) Accumulation of Sick Leave

Sick leave not taken in any year shall accumulate to a total not exceeding 52 working weeks.

(e) Proof of illness

The employer may require that an application for sick leave by or on behalf of an employee be supported by a certificate from a duly registered medical practitioner except that the employer shall not require the provision of such a medical certificate in respect of up to three shift absences within a year in circumstances where the period of absence does not exceed two consecutive shifts.

Provided that where an employee with the consent of the employer leaves work on a particular shift as a result of an illness, the employer shall not for that shift require production of a medical certificate as proof of illness.

National Mutual Continuous Operations Agreement 1995

9. SICK LEAVE

(continued...)

(f) Conversion on leaving Operations.

In the event the employee leaves Operations to take on another role within National Mutual, then the same conversion calculation will be applied in reverse to reconstitute the previous entitlements (as applied to the 8 hour shift rosters).

10. ANNUAL LEAVE

(a) Entitlements

Whilst working on continuous operations, the employee will be entitled to fifteen (15) x 12 hour shifts per year for annual leave.

The pay rate to be applied will be average pay, ie. ordinary base pay plus a 50% loading.

An employee's annual leave entitlement will be converted from 8 hour to 12 hour shifts on the basis of one and a half 8 hour shift to one 12 hour shift.

With the exception of Christmas Day and Good Friday, Annual Leave as prescribed in this clause will not be exclusive of the gazetted public holidays.

(b) Conversion on leaving Operations.

In the event the employee leaves Operations to take on another role within National Mutual, then the same conversion calculation will be applied in reverse to reconstitute the previous entitlements (as applied to the 8 hour shift rosters).

11. PUBLIC HOLIDAYS

Good Friday and Christmas Day

National Mutual agrees to maintain Good Friday and Christmas Day as non rostered days with the proviso that the continuous operations employees guarantee National Mutual that in the event there is a business requirement to continue to work on these days, the employees will volunteer for the overtime shifts in sufficient numbers to cover the need.

If an insufficient number of employees volunteer, National Mutual will review the commitment to treat these days as non rostered. Running the business is a major priority.

12. COVER SYSTEM

(a) Coverage

National Mutual agrees that cover required for general positions will be drawn from a pool of contractors. Where cover is required for the specialist positions will be drawn from a pool of voluntary employees. Every situation requiring cover will be evaluated at the time and a decision to call in cover will only be made if there is a business requirement for such cover.

(b) Selection of staff for call in

Voluntary cover is to be guaranteed when required in relation to Good Friday and Christmas Day.

The Systems Operations Manager (SOM) on duty will determine if the business need exists in accordance with sub clause 12 (c) and will select appropriate employees who possess the relevant skills to meet the shift requirement.

Due care and fairness will be displayed by the SOM on duty at all times.

National Mutual Continuous Operations Agreement 1995

12. COVER SYSTEM

(continued...)

(c) Staff Call In

The SOM will use the following criteria in selecting the appropriate employees to call in:

- There is a definite business need for the additional employee/s
- The position requiring National Mutual applications can not be filled by a contractor.
- The SOM on duty has the flexibility to engage a contractor as a last resort for the specialist role, if all other avenues are exhausted and in the event it is a result of an unforeseen circumstance such as shortage due to sick leave or other similar event.

13. HEALTH ISSUES

The employees affected by the change to 12 hour shift work may volunteer to receive an annual health examination by a qualified medical practitioner nominated by National Mutual and at National Mutual's expense. The results of the health examination will be confidential to the employee and will not be released to another party without the written consent of the individual employee.

The health examination will include health and lifestyle counselling that may cover areas such as:

- stress management
- sleep program development
- nutrition
- alcohol and drugs
- fitness

14. DISPUTE RESOLUTION

With the exception of any dismissal or job grading issues, any grievance or dispute arising shall be settled in the following manner:

(i) As soon as practicable after the grievance or claim arises, the employee concerned will take the matter up with their immediate supervisor affording them the opportunity to remedy the cause of the grievance or claim.

(ii) If the matter is unresolved it will be referred to the appropriate line manager.

(iii) Where any such attempt at settlement has failed, the appropriate HR Manager shall pursue the matter further in conjunction with the line manager.

(iv) If the matter is not settled, the employee shall, if appropriate, notify a duly authorised representative of Union who shall pursue the matter further thorough a duly authorised representative of National Mutual

(v) If the matter is not settled, it shall be referred to the Joint National Secretary of Finance Sector Union and Group Human Resources and Corporate Affairs Manager of National Mutual.

(vi) If the matter is not settled, it shall be submitted to the Australian Industrial Relations Commission or other agreed mediator whose decision shall be final.

(vii) Without prejudice to either party, work shall continue while the matters in dispute are being dealt with in accordance with this procedure.

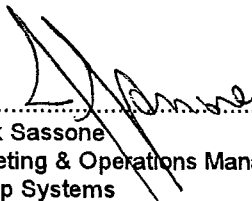
A union member has the right to contact the Finance Sector Union at any time.

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15 REVIEW OF THE AGREEMENT

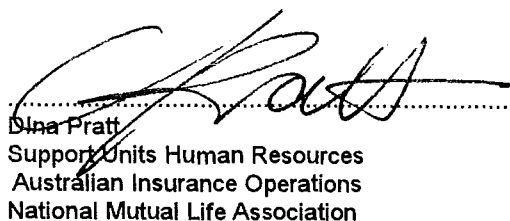
National Mutual and the FSU agree that negotiations to review this agreement will commence no later than two months prior to the expiration of this agreement.

For Group Systems,
National Mutual Life Association



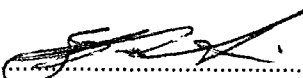
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Frank Sassone
Marketing & Operations Manager
Group Systems

Witness



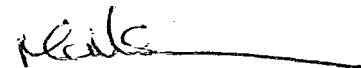
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Dina Pratt
Support Units Human Resources
Australian Insurance Operations
National Mutual Life Association

For the Finance Sector Union



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Ian E West
Joint Assistant National Secretary

Witness



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MARIC NELSON
INDUSTRIAL OFFICER