

AG816008 PR917969

AUSTRALIAN INDUSTRIAL RELATIONS COMMISSION

*Workplace Relations Act 1996*  
s.170LK Agreement with employees (Division 2)

**Commonwealth Insurance Limited**  
(AG2002/2270)

**COMMONWEALTH INSURANCE AND STAFF CERTIFIED AGREEMENT 2002-2003**

Various employees

Insurance industry

SENIOR DEPUTY PRESIDENT DUNCAN

SYDNEY, 21 MAY 2002

**CERTIFICATION OF AGREEMENT**

In accordance with section 170LT of the *Workplace Relations Act 1996*, the Commission hereby certifies the attached written agreement.

This agreement shall come into force from 20 May 2002 and shall remain in force until 1 July 2003.

BY THE COMMISSION:



SENIOR DEPUTY PRESIDENT

Printed by authority of the Commonwealth Government Printer

<Price code 26>

# **Commonwealth** Insurance & Staff

CIL EMPLOYEES



WORKING TOGETHER

PROPOSED AGREEMENT  
24 APRIL 2002

**Certified Agreement**  
**2002 - 2003**

## TABLE OF CONTENTS

1	PREAMBLE	4
2	RELATIONSHIP TO RELEVANT AWARD	4
3	SCOPE AND PARTIES BOUND	4
4	DEFINITIONS	4
5	VISION	6
6	CONSULTATION BETWEEN CIL AND ITS EMPLOYEES	7
7	INDIVIDUAL AGREEMENTS	7
8	SITE AGREEMENTS	8
9	MOBILITY	9
10	REWARD AND RECOGNITION	9
11	TRAINING AND DEVELOPMENT	10
12	HOURS OF DUTY	11
13	CASUAL EMPLOYMENT	12
14	EMERGENCY OPERATIONS	13
15	TIME IN LIEU	13
16	OVERTIME	14
17	TRANSPORT ARRANGEMENTS	14
18	MEAL ALLOWANCE	15
19	FIRST AID ALLOWANCE	15
20	WORK ON PUBLIC HOLIDAYS	15
21	ANNUAL LEAVE LOADING	16
22	SICK / CARERS LEAVE	16
23	COMPASSIONATE LEAVE	17
	<i>PROPOSED AGREEMENT – 24 APRIL 2002</i>	2

24	PARENTAL LEAVE	17
25	TERMINATION OF SERVICE	18
26	OCCUPATIONAL HEALTH AND SAFETY	19
27	OCCUPATIONAL SUPERANNUATION	19
28	LONG SERVICE LEAVE	19
29	JOB SHARING	19
30	CHILD CARE FACILITIES	20
31	DISPUTE PREVENTION AND SETTLEMENT	20
32	DURATION OF AGREEMENT	21
33	NEGOTIATING NEW ARRANGEMENTS	21

## **1 PREAMBLE**

This Agreement symbolises a commitment between Commonwealth Insurance Limited (CIL) and its employees to ensure that the business establishes and grows itself in its chosen insurance and financial services markets and improves its effectiveness in a challenging economic environment.

CIL is committed to continually building direct and trusting relationships with its employees. It aims to do this through the creation of an interactive culture in which employees are valued and where they can express their concerns and views. This Agreement, made with employees, is an important ingredient in the furthering of this culture.

## **2 RELATIONSHIP TO RELEVANT AWARD**

This Agreement shall be read and interpreted in conjunction with the *Insurance Industry Award 1998* provided that, to the extent of any inconsistency between the Award and this Agreement, this Agreement shall prevail.

## **3 SCOPE AND PARTIES BOUND**

This Agreement shall bind Commonwealth Insurance Limited, and employees occupying positions categorised in Schedule 1 of this Agreement.

An Australian Workplace Agreement subsequently and voluntarily entered into by an employee will operate to the exclusion of this Agreement. CIL undertakes that no employee will be disadvantaged in their current or prospective career placement as a consequence of their declining to accept any offer of an Australian Workplace Agreement made to them.

During the operation of this Agreement CIL may review and change the manner in which roles are classified under Schedule 1 of this Agreement and the Award. Where this occurs an employee will not have their salary reduced and will be overall no worse off compared to this Agreement and the Award.

In the event that the structure of CIL changes or CIL comes under the control of a division, business unit or legal entity to which a different certified agreement applies to the workplace of CIL, then the terms of this Agreement will continue to apply to employees at that workplace until such time that it is varied or replaced.

## **4 DEFINITIONS**

### **4.1 "Act"**

Means *Australian Workplace Relations Act 1996*.

### **4.2 "Agreement"**

Means the *Commonwealth Insurance & Staff Certified Agreement 2002-2003*.

4.3 "AWA"

Means an Australian Workplace Agreement as described in the Act.

4.4 "Award"

Means the *Insurance Industry Award 1998*.

4.5 "CIL"

Means Commonwealth Insurance Limited.

4.6 "Casual Employees"

Means those employees who are engaged and paid as such.

4.7 "Consultant"

Means an employee who works primarily as a telephone operator within CIL's Sales & Service or Claims areas.

4.8 "Employee"

Means any person employed by CIL under the terms of this Agreement.

4.9 "Full-Time Employees"

Means employees who are employed to work standard hours.

4.10 "Immediate Family"

For the purposes of Clauses 22 and 23 includes:

- (a) spouse (including a de facto spouse) of the employee. A de facto spouse, in relation to a person, means a person of the same or opposite sex who lives with that person as their partner on a bona fide domestic basis although not legally married to that person; and
- (b) child or adult child (including an adopted child, a step child or an ex nuptial child) parent, grandparent, grandchild or sibling of the employee or spouse of the employee.

4.11 "Individual agreement"

Means an agreement reached under clause 7.

4.12 "Night Coverage"

Means the work period between the hours of 8:00pm (or 9:00pm when normal hours of operation need to accommodate daylight saving hours across Australia) and 8:00am.

4.13 "Notional Weekend"

Means two (2) consecutive days where an employee is rostered off work and not necessarily a Saturday, Sunday or public holiday, but does not prevent the taking of other forms of paid leave in conjunction with such notional weekend.

4.14 "Operating Hours"

Means normal operating hours for CIL's Sales & Service and Claims areas, i.e. seven (7) days per week, 24 hours per day, normally between the hours of 8:00am to 8:00pm (or 8:00am to 9:00pm when normal hours of operation need to accommodate daylight saving hours across Australia). To support operations, between the hours of 8:00pm and 8:00am (9:00pm and 8:00am during daylight saving) CIL will provide insurance advice and an emergency help-line to customers.

4.15 "Ordinary Hours"

Means the agreed hours that employees will work over a four (4) week cycle at ordinary time rates.

4.16 "Part-time Employees"

Means those employees who are engaged to work less hours than full time employees and for whom all entitlements are pro-rated.

4.17 "Probationary Period"

Means, in the normal course, a period of up to three (3) months during which a new employee will undertake training in the competencies required of them, or has the opportunity to demonstrate those competencies to the level required by CIL. In special circumstances, the period may be extended by CIL by up to three (3) months, subject to the employee being notified in writing of the extension.

4.18 "Scheduled Hours"

Means ordinary hours rostered for work during a 12 hour band between 8:00am and 8:00pm Monday to Sunday or between 8:00am and 9:00pm when business operation hours need to take account of daylight saving throughout Australia.

4.19 "Site agreement"

Means an agreement reached under clause 8.

4.20 "Standard Hours"

Means 152 hours per four (4) week cycle.

4.21 "Support Employees"

Means those employees in CIL's Sales & Service or Claims areas in clerical or administrative support roles without a full time customer "relationship" role.

4.22 "Support Team Leaders"

Means those employees who support or deputise as a Team Leader as and when necessary.

4.23 "Team"

Means a group of employees who work within the Sales & Service or Claims areas and handle telephone calls in relation to the sale and management of CIL's products, the servicing of customers' needs, including claims management and provide a clerical or administrative support role.

4.24 "Team Leaders"

Mean those employees who lead a Team within CIL's Sales & Service or Claims areas.

4.25 "Trainee"

Means a new employee who joins CIL without the necessary competencies to fulfil the role of either Consultant or Support Employee.

4.26 "Work Periods"

Means any day of the week that an employee is required to work scheduled hours.

## 5 VISION

### 5.1 Corporate Vision

CIL's vision is to help more Australians protect themselves, and their family's way of life, by providing quality, competitive and convenient insurance for their homes and possessions so they can secure the lifestyle they have worked for and enjoy peace of mind.

### 5.2 Shared Vision

CIL and its employees recognise the need to create and maintain a work environment that responds to changing business needs and competitive pressures on the organisation and continually increases productivity.

### 5.3 Operating Vision

To set the standard as the insurer of customer choice for general insurance in target markets and to grow the Company to provide long term security to policy holders, increase shareholder returns and enhanced employment opportunities for all employees.

CIL and its employees will do this by:

- Developing an innovative sales oriented work environment;
- Growing the customer base;
- Providing convenient access for customers;
- Exceeding the customers expectations of service at every interaction; and
- Being a highly efficient, lower cost producer.

## 6 CONSULTATION BETWEEN CIL AND ITS EMPLOYEES

CIL supports a co-operative and consultative work environment and to this end commits to:

- Treating all its employees fairly and with dignity;
- Valuing the diversity of its employees;
- Encouraging employee contributions;
- Providing its employees with relevant training and development opportunities to enable them to work effectively; and
- Fostering best practice people management.

## 7 INDIVIDUAL AGREEMENTS

7.1 During the operation of this Agreement, CIL and an employee may enter into an individual agreement that may exclude in part or whole the operation of this Agreement. Where such an agreement is reached, it will prevail over the terms of this Agreement to the extent of any inconsistency. Such agreement must be in writing and the employee must not be worse off, on an overall basis, than he / she would have been under the terms of this Agreement.

7.2 An individual agreement made under this clause will be deemed to be part of this Agreement. A breach of an individual agreement will be taken to be a breach of this Agreement and may be enforced accordingly. Individual agreements made under this clause will only have effect during the operation of this Agreement.



- 7.3 An individual agreement made under this clause may be varied or terminated in accordance with the terms of the individual agreement or by agreement with CIL.
- 7.4 An employee is entitled to approach his / her representative at any stage for advice or assistance.
- 7.5 An agreement under this clause will not be able to exclude in whole or in part the operation of clause 26, Occupational Health and Safety.
- 7.6 It is the intention of CIL and employees that individual agreements made under this clause are to facilitate a better accommodation of business and / or employee needs at the workplace level.

## **8 SITE AGREEMENTS**

- 8.1 CIL and employees may enter into a site agreement that may exclude in part or in whole the operation of this Agreement. The site agreement will prevail over the terms of this Agreement to the extent of any inconsistency. A site agreement can be made under this clause with a valid majority of the employees employed at the site at the time whose employment will be subject to the site agreement. Where a valid majority of employees who elect to vote in a ballot approve the agreement, it will operate in relation to all current and prospective employees at the site who are covered by its terms. Employees must not be worse off, on an overall basis, under the terms of the site agreement than they would have been under this Agreement.
- 8.2 A ballot held under sub-clause 8.1 will be conducted by a person independent of either CIL or of any related entity (such as the Commonwealth Bank or its subsidiaries).
- 8.3 A site agreement made under this clause will be in writing and will be deemed to be part of this Agreement. A breach of a site agreement will be taken to be a breach of this Agreement and may be enforced accordingly. Site agreements made under this clause will only have effect during the operation of this Agreement.
- 8.4 A site agreement made under this clause may be varied or terminated in accordance with the terms of the site agreement as agreed between employees covered by the site agreement and CIL.
- 8.5 An employee is entitled to approach his / her representative at any stage for advice or assistance.
- 8.6 Under this clause a site agreement may apply, for example, to:
- a specific business, project or undertaking of CIL (whether existing or new); and / or
  - a geographically distinct part of CIL; and / or
  - a distinct operational or organisational unit within CIL.
- 8.7 An agreement under this clause will not be able to exclude in whole or in part the operation of clause 26, Occupational Health and Safety.

- 8.8 It is the intention of CIL and employees that a site agreement will assist in the accommodation of any change in business requirements and / or employee needs, which necessitate a different workplace approach whilst this Agreement is in operation.

## 9 MOBILITY

Employees under this Agreement will perform duties and roles as directed by CIL at any location where CIL or its parent company and related corporate bodies operate. Where a transfer or redeployment or secondment arises pursuant to this clause, the terms and conditions of this Agreement will operate and continue to apply to the employee. A transfer, redeployment or secondment arising under this clause must be reasonable in the circumstances and may only proceed following a consideration by CIL of family/personal circumstances and travelling arrangements. It is the intention of CIL and employees that the mobility provision contained in this clause is designed to accommodate a business and / or employee need which may arise during the operation of this Agreement.

## 10 REWARD AND RECOGNITION

- 10.1 General remuneration increases for employees in service at the time of certification are set out in the following table:

Level	Effective from 13 July 2001	Effective from 12 July 2002
All Levels / Employees	3.0%	3.0%

Back payments will apply for ordinary hours of work only and will be paid to employees who are in service on the date of certification.

Rates of pay applying from the date of certification of this Agreement are set out in Schedule 1.

In addition to these increases in remuneration and in accordance with the *Superannuation Guarantee (Administration) Act 1992*, from 1 July 2002 employees will receive an increase in the superannuation contributions made by CIL which is equivalent to 1% of their salary.

Where an employee covered by this Agreement has received a salary increase in 2001, this will be set-off against the increase effective 13 July 2001.

- 10.2 Employees covered by this Agreement will, during their probationary period, undertake initial training provided by CIL in the competencies specified for the position for up to three (3) months or longer as may be determined by CIL. At the conclusion of the probationary period, CIL will review the appointment of the employee. As a minimum requirement a training rate of salary will be applied during this period as set out in Schedule 1.

- 10.3 Competency benchmarks for a number of positions have been developed. They are intended to support rather than override formal job descriptions and key performance indicators. CIL welcomes contributions by staff regarding competency benchmarks; however, any decision as to change ultimately rests with CIL.
- 10.4 Salaries will be paid fortnightly by means of direct credit to any nominated account, which can be credited via the Direct Entry Transfer System.
- 10.5 CIL shall, on a fortnightly basis, provide each employee with full details of their pay entitlement and particulars of all deductions made therefrom.
- 10.6 Performance Supplement (Incentive Payments)
- An incentive remuneration scheme based upon superior performance and / or output is available to those employees working within the Sales & Service and Claims areas. Incentives are awarded on the basis of superior team and individual performance against pre-defined standards of customer service, technical ability and sales results. Assessment of performance will be made by the relevant employee supervisor(s) against the pre-defined standards. Where merited, these incentive payments will be made every second fortnight.
- 10.7 The operation of this incentive scheme may be reviewed by CIL as necessary, in consultation with staff covered by this clause.

## **11 TRAINING AND DEVELOPMENT**

- 11.1 CIL is committed to training and development for employees. Employees recognise their obligation to maintain and update their skills. CIL recognises its obligations to provide employees with opportunities to maintain and update their skills.
- 11.2 Training and development will be based on:
- the identification of competencies for the classifications;
  - a focus on both current and future job needs as they relate to CIL business requirements; and
  - recognition of each employee's prior learning and building on this through the acquisition of new competencies.
- 11.3 Employees attending training and development activities approved by CIL during the ordinary hours shall be regarded as being on duty. Training and development activities attended at the direction of CIL which occur as an addition to scheduled hours will be with reasonable notice and subject to consultation with the employees involved. For full time employees such training will be paid at the standard hourly rate for the first ten (10) hours per quarter (and thereafter at the prevailing overtime rates) unless it is mutually agreed to take such time as time in lieu.

Provided that where training is undertaken on ordinary time it shall not be scheduled on a Sunday or Public Holiday and shall, where practicable, be scheduled for a time immediately before or after the employee's scheduled hours.

- 11.4 In order to assess properly an employee's performance in meeting required standards, respective Team Leaders and Support Team Leaders may monitor calls via CIL's ACD system. This monitoring will only relate to an employee dealing with CIL customers during the normal course of business and may occur at any time without prior notice to the employee. Monitoring will be conducted for purely commercial purposes. Any direct outcome from the monitoring of an employee will only be used for:
- counselling, mentoring and praise by the Team Leader or Support Team Leader where warranted;
  - assessment for the individual incentive payments scheme; and
  - applying what is learnt to the improvement of performance levels and operational efficiency generally.

## **12 HOURS OF DUTY**

- 12.1 The operating hours for CIL's Sales & Service and Claims areas will be seven (7) days per week, 24 hours per day, normally between the hours of 8:00am to 8:00pm. (Or 8:00am to 9:00pm when normal hours of operation need to accommodate daylight saving hours across Australia.) To support operations between the hours of 8:00pm and 8:00am, (9:00pm and 8:00am during daylight saving) CIL will provide insurance advice and an emergency help-line to customers.
- 12.2 Standard hours of work for full-time employees will be 152 hours per four (4) week cycle.
- 12.3 Ordinary hours for an employee will not exceed 12 hours per day including meal breaks. Non-paid breaks for an employee during ordinary hours amount to one (1) hour, including 45 minutes for lunch.
- 12.4 An employee shall not work more than three (3) consecutive 12 hour work periods.
- 12.5 Unless agreed to by the employee, an employee shall not be required to work more than five (5) days in any week. Where an employee is required to work on a Saturday and Sunday, they will be entitled to take off two (2) consecutive days in the ensuing week as a notional weekend. It may be mutually agreed that these two (2) days be taken non-consecutively and/or beyond the ensuing week.
- 12.6 When agreeing scheduled hours, the following will be taken into account:
- customer needs;
  - the employee's personal needs and family responsibilities; and
  - CIL's operational needs.
- 12.7 An employee shall work their scheduled hours within a pre-determined 12 hour band between the normal operating hours of 8:00am and 8:00pm, Monday to Sunday. (Or 8:00am to 9:00pm when normal hours of operation need to accommodate daylight saving hours across Australia). Both CIL and employees recognise the necessity for flexibility in meeting the changing

circumstances surrounding customer needs, employee's personal needs, and CIL's business needs. Accordingly, depending upon operational requirements, the band of hours may be varied in a workplace, or on an individual basis at any time subject to agreement within the teams. Should agreement not be possible, CIL may vary the time with notice that takes account of the individual employee needs and their family needs and the needs of the business.

- 12.8 There will not be less than a twelve (12) hour interval between an employee's scheduled hours.
- 12.9 No employee shall be required to work more than five (5) hours without a meal break of 30 minutes duration, unless their shift is expected to finish within six (6) hours of the last break and they prefer not to have a break.
- 12.10 Where feasible, CIL and an employee may agree to the employee completing their scheduled hours (all or in part) or working additional time at home. Any such approval must be contingent upon there being no detrimental effect upon service, efficiency, productivity, or safety for the employee and must carry the employee's written consent.
- 12.11 Employees will be available for work outside operating hours, subject to the scheduling arrangements referred to above and agreement with the employee(s) involved:
- Night coverage shall apply to those employees working on a non-overtime basis between the hours of 8:00pm (or 9:00pm when normal hours of operation need to accommodate daylight saving hours across Australia) and 8:00am working from CIL premises. The rate applicable for night coverage (or part thereof) will be subject to a penalty loading of 20% on the ordinary rate of pay for employees other than those engaged under clause 13 of this Agreement and those working on an overtime basis.
  - Subject to clause 26 of this Agreement, off site work will be paid at the ordinary rate of pay to those employees covering the above hours who are working from home or another agreed location away from CIL premises which is appropriate to servicing customer needs. Meal allowances will not apply under these circumstances.

clause 12.4 shall not apply to these working arrangements insofar as any limitation of three (3) consecutive 12 hour work periods is concerned.

### **13 CASUAL EMPLOYMENT**

- 13.1 Casual employees may be engaged for the purpose of meeting specific short term business needs. Use of casual employees in these circumstances shall not disadvantage the employment of other employees. Employees engaged on a casual basis shall be subject to the terms and conditions of this Agreement with the exception of:
- A person may be employed on a casual basis on any day of the week.
  - Work will be performed on an hourly basis with a minimum of three (3) hours work on any day.

- A casual employee will be paid at least at the minimum hourly rate for the work performed, in addition to a 25% loading. (This loading is in lieu of annual leave, sick leave and public holiday entitlements and to compensate for the nature of the employment arrangement).
- If required to work on a national public holiday, casual employees will be paid at the rate of double time, in addition to the 25% loading applicable to casuals.

13.2 A limit of 750 hours per annum will apply for any one person employed on a casual basis.

## **14 EMERGENCY OPERATIONS**

In the event of a natural disaster or catastrophe, or any other significant event or emergency which requires an additional level of staffing above established patterns, employees will make themselves available to handle customer enquiries and claims. When calling on employees for such occurrences, CIL will take into account family situations and commitments. Employees will be paid at double time if required to work under these circumstances if these hours fall outside scheduled rosters. In the event that work demands forgoing a normal meal break, double time will be paid until the break is taken.

## **15 TIME IN LIEU**

- 15.1 CIL recognises through arrangements in Clauses 15.2 to 15.5 below that the personal needs of employees may from time to time require them to attend to personal matters during scheduled working hours.
- 15.2 Where, with prior agreement of CIL, work is available and the employee elects within the 12 hour band of hours to work additional hours, they will be entitled to elect time in lieu of overtime for each hour worked.
- 15.3 An employee may, with reasonable notice and with the consent of CIL, take time off without pay during scheduled hours. Alternatively such an employee may make arrangements with CIL to work outside of ordinary hours equivalent to the agreed time taken off without pay. The relevant time will be paid at ordinary time rates.
- 15.4 To avoid doubt, the working of additional hours under this clause does not constitute scheduled hours for the purpose of clause 12.8 or overtime for the purpose of Clauses 18.1 and 18.2.
- 15.5 In the case of time worked in terms of clause 15.2, time off accrued when taken shall be paid at the current ordinary rate of pay and is to be taken within three (3) months of the extra time being worked, unless otherwise agreed by management, and may be taken in addition to a notional weekend or in addition to periods of annual leave.

## **16 OVERTIME**

- 16.1 Overtime can only be directed and approved by no less than a Team Leader / Manager.
- 16.2 Overtime rates shall apply to time worked by direction (but excluding the first ten hours training per quarter as outlined in clause 11.3) as follows:
- in excess of 152 hours over a four (4) week cycle;
  - outside 60 hours in any week;
  - outside the 12 hour band of hours; and
  - outside the agreed scheduled hours.
- 16.3 Overtime applies to employees up to and including Team Leader.
- 16.4 Overtime shall be calculated at the end of each four (4) week cycle and be paid at the rate of time and one half for the first ten hours in excess of standard hours (excluding the first ten hours training per quarter as outlined in clause 11.3) and double time thereafter. Overtime payments calculated on this basis will be paid fortnightly.
- 16.5 An employee required to work overtime on a weekend or notional weekend shall be paid at the rate of double time with a minimum payment of three (3) hours.
- 16.6 Employees have the option of taking time in lieu (calculated at single time rate) instead of overtime, in whole or in part, by agreement with their Team Leader / Manager.
- 16.7 Time in lieu shall be taken within three (3) months of the extra time being worked, unless otherwise agreed to by CIL, and may be taken in addition to a notional weekend or in addition to periods of annual leave.
- 16.8 Where time off in lieu is not taken within three (3) months of the extra time being worked and agreement is not otherwise reached, payment shall be made at the ordinary rate of pay.

## **17 TRANSPORT ARRANGEMENTS**

- 17.1 Where an employee works overtime beyond 8:00pm (or 9:00pm when normal hours of operation need to accommodate daylight saving hours across Australia), CIL shall provide taxi transport to the employee's usual place of residence.
- 17.2 Taxis are to be shared if two (2) or more people are travelling to the same general area at the same time.
- 17.3 Notwithstanding anything else in this clause, CIL may agree in appropriate circumstances to provide taxi transport to the usual place of residence of an employee working ordinary hours beyond 8:00pm (or 9:00pm when normal hours of operation need to accommodate daylight saving hours across Australia). To assist in considering the circumstances and appropriate solutions, guidelines are appended to this Agreement (Appendix A). However,

employees working beyond 11:00pm shall be allowed taxi transport without recourse to these guidelines.

## **18 MEAL ALLOWANCE**

- 18.1 When an employee is required to work overtime of more than two (2) hours overtime after completion of his / her scheduled hours, the employee will be paid a meal allowance of \$12.65.
- 18.2 Where an employee is required to work overtime on a weekend or a notional weekend, a meal allowance of \$12.65 shall be paid after five (5) hours has been worked.

## **19 FIRST AID ALLOWANCE**

CIL will pay a first aid allowance of \$8.00 per week to employees who are nominated by CIL to be first aid attendants and who hold an accredited first aid certificate. This allowance will only be paid whilst the employee is a CIL appointed first aid attendant. It will continue to be paid during paid absences (eg. annual leave) for a period no longer than four weeks in any calendar year.

## **20 WORK ON PUBLIC HOLIDAYS**

- 20.1 Employees required to work on National Public Holidays will be paid at the rate of normal time plus time and a half with a minimum payment of three hours. Alternatively they can elect to receive a substitute day off in lieu.

National Public Holidays are:

- New Year's Day;
- Good Friday;
- Easter Saturday;
- Easter Monday;
- Christmas Day; and
- Boxing Day.

- 20.2 Non-National Public Holidays

Employees whose scheduled hours include a non-national public holiday are entitled to receive a substitute day off in lieu.

Non-national public holidays include:

- Australia Day;
- Anzac Day;
- Queen's Birthday; and
- Labour Day.

- 20.3 Where a public holiday falls on a weekday, and employees are entitled to substitute a day in lieu, CIL will ensure, as far as possible, that the day in lieu



will be on the same day of the week as the public holiday. This will be subject to the need to maintain adequate staffing levels.

## **21 ANNUAL LEAVE LOADING**

- 21.1 Employees shall be entitled to an annual leave loading. Payment of leave loading shall be 17.5% of ordinary time earnings, subject to the maximum specified in the Award.
- 21.2 Employees will have the option of electing to receive their entitled leave loading at the time they proceed upon at least two (2) weeks annual leave, or upon anniversary date.

## **22 SICK / CARERS LEAVE**

Sick and Carers leave is available under this clause to assist staff in cases of genuine illness and / or need to care for a member of their immediate family or household. Leave to assist employees in compassionate situations (such as bereavement) is covered separately in clause 23.

### **22.1 Granting of Leave Accruals**

Sick Leave accruals are granted in advance as follows:

- During First Year of Service at the rate of two (2) days per quarter.
- During Second Year of Service at the rate of two and a half (2.5) days per quarter.
- Subsequently at the rate of twelve (12) days per annum.

In addition, two (2) days' Carers leave is granted at the commencement of each year of service.

### **22.2 Access to Leave Accruals**

Leave accruals may be accessed on the following basis:

Sick Leave - up to the maximum of the available accrual, including any amount carried forward from previous periods. In the first two years of service, at the anniversary date of joining, staff in service will be reimbursed for approved unpaid sick leave during that year, provided sick leave credits are available from the past year.

Carers Leave - up to five (5) days per year, which may include up to three (3) days from available sick leave accruals.

### **22.3 Certification Required**

Sick Leave - a medical certificate is required to support all sick leave absences of more than two (2) consecutive working days, and for all sick leave totalling more than six (6) working days in any one year.

Employees should present such medical certificates to their Team Leader/Manager as soon as possible after returning to work.

Carers Leave - an employee may use carers leave to provide care and support for a member of their immediate family or household provided the employee is responsible for the care of that person. The employee must declare the nature of the person's illness and provide a medical certificate or statutory declaration certifying that the person concerned required such care.

#### 22.4 Accumulation of Leave Accruals

Sick leave not taken in any period will accumulate, up to a maximum of 1950 hours (257 days). Carers leave does not accumulate from year to year.

### **23 COMPASSIONATE LEAVE**

23.1 CIL will allow an employee up to three (3) days' leave without loss of pay on the occasion of a death in the employee's immediate family. Compassionate leave under these circumstances will only be granted where the employee has had more than one (1) month's continuous service.

23.2 Compassionate leave for other circumstances will be considered by CIL according to purpose and duration.

23.3 CIL will give serious consideration to genuine requests for compassionate leave under this clause notwithstanding that the employee has had less than one month's continuous service.

### **24 PARENTAL LEAVE**

24.1 The Award and the Act confer an entitlement to unpaid parental leave upon employees who have at least 12 months continuous service. This Agreement confers entitlements to these employees by providing that a portion of their parental leave be paid leave and, in some cases, additional pay on their return to work after parental leave.

24.2 For the purposes of this clause 'continuous service' means service (otherwise than as a casual or seasonal employee) under an unbroken contract of employment with CIL, and includes a period of leave, or a period of absence, authorised:

- (a) by CIL; or
- (b) by an award or order of a court or tribunal that has power to fix wages and other terms and conditions of employment, or a workplace agreement certified by such a body; or
- (c) by a contract of employment; or
- (d) by Schedule 14 of the Act or another law of a Commonwealth or of a State or a Territory.

24.3 The portion of paid parental leave is as follows:

- (a) in the case of Maternity Leave, two (2) weeks provided that, unless agreed otherwise, this period includes the date of birth of the child;
- (b) in the case of paternity leave, one (1) week, provided that this week, unless agreed otherwise, includes the date of the child's birth or the date of the child's homecoming;
- (c) in the case of adoption leave, two (2) weeks, where the employee is the child's primary care-giver, provided that, unless agreed otherwise, adoption leave is taken at the time of placement of the child;
- (d) in the case of adoption leave, one (1) week, where the employee is the child's secondary care-giver, provided that, unless agreed otherwise, this leave is to be taken at the time of placement of the child.

24.4 That portion of parental leave which, because of this clause, must be paid leave, will be paid at the rate normally applicable to the employee for the employee's ordinary scheduled rostered hours.

24.5 For the employees entitled to have a portion of their parental leave paid under Clauses 24.3 (a) and 24.3 (c), an additional payment of two weeks ordinary pay, will be made three (3) months after the employee has returned to work following the period of parental leave.

24.6 To avoid doubt, the provisions of the Award and the Act with respect to parental leave continue to apply in every particular save for the additional entitlements contained in this clause.

## 25 TERMINATION OF SERVICE

25.1 For any reason other than serious misconduct, CIL may terminate the employment of an employee by giving the following notice:

<b>Period of Continuous Service</b>	<b>Period of Notice</b>
More than 5 years	4 weeks
3 to 5 years	3 weeks
Less than 3 years	2 weeks

Provided that the employment of probationary employees may be terminated by either party upon the giving of one week's notice.

An additional week of notice will be given by CIL if an employee is over 45 years of age and has completed at least two (2) continuous years service with CIL.

25.2 A payment in lieu of notice as prescribed in clause 25.1 may be paid by CIL to an employee.

25.3 With the exception of the probationary period, employees are required to give at least two (2) weeks notice in writing of their intention to terminate employment, regardless of their period of employment.

- 25.4 With the exception of the probationary period, should the employee leave without giving and working out two (2) weeks notice, that employee will forfeit an amount equal to salary or wages for the part of the notice which has not been worked.
- 25.5 In the case of serious misconduct, CIL will terminate employment with no period of notice, or payment in lieu.
- 25.6 A Statement of Service will be given upon request by the employee except in cases of serious misconduct.

## **26 OCCUPATIONAL HEALTH AND SAFETY**

- 26.1 CIL is committed to providing a safe and healthy work environment for its employees and will take all reasonable steps to safeguard employees from injury, illness or accident.
- 26.2 CIL will conform to legislative requirements and associated regulations of the New South Wales Occupational Health and Safety Act and will provide the necessary financial and other resources so that appropriate programs and administrative procedures are developed and maintained.
- 26.3 In order to ensure a healthy workplace, Managers and Team Leaders will ensure employees are provided with sufficient task variety or work breaks from telephone duties over the course of the day.

## **27 OCCUPATIONAL SUPERANNUATION**

- 27.1 CIL will contribute such amount as is necessary to any of the funds known as 'Commonwealth Life Superannuation Mastertrust', 'Finsuper' or the 'Commonwealth Bank Officers' Superannuation Fund' (subject to the prior agreement of the CBA and the Fund's trustee being obtained by CIL) at the employee's discretion so as to ensure that no amount is payable under the *Superannuation Guarantee (Administration) Act 1992*.
- 27.2 Employees may elect to make personal contributions on a voluntary basis consistent with the requirements of the respective fund.

## **28 LONG SERVICE LEAVE**

Employee entitlements shall be in accordance with the *NSW Long Service Leave Act 1955*.

## **29 JOB SHARING**

- 29.1 Job sharing may be introduced in a business area of CIL if:
- (a) the employees and CIL agree; and

- (b) the needs of customers, employees and CIL can be met.
- 29.2 The specific arrangements for job sharing can vary to meet the different circumstances of the employees and the roles they perform.
- 29.3 Before a job sharing arrangement can start, the employees involved and CIL must decide on and set down in writing:
  - (a) a reasonable sharing of the different tasks;
  - (b) procedures for transferring knowledge and information between the job sharers and CIL to facilitate effective and efficient performance of the role;
  - (c) hours of work;
  - (d) leave arrangements; and
  - (e) what will happen when the job sharing arrangement is dissolved.
- 29.4 Job sharers will be employed on pro rata (hours) pay and conditions in terms of this Agreement for the relevant position being shared.

### **30 CHILD CARE FACILITIES**

The parties are open to discussions on the subject of provision of childcare facilities consistent with CIL's vision and objectives and its respect and recognition of the value of its employees. Such discussions will be based on the understanding that the commercial implications of any proposal will be of utmost importance.

### **31 DISPUTE PREVENTION AND SETTLEMENT**

- 31.1 CIL is committed to providing appropriate skills and processes to minimise the emergence of issues that could give rise to disputes. It is also committed to resolving disputes as close to the source as possible.
- 31.2 Employees are entitled and encouraged to take an issue up at a higher level if they cannot resolve it with either their Team Leader and / or Manager.
- 31.3 If there is a dispute, the following procedures must be followed:
  - (a) The employee should discuss the problem first with their direct Team Leader / Manager to resolve the matter. Time must be set aside and any facts fully investigated to ensure that the employee receives a specific response within a reasonable time.
  - (b) If the direct Team Leader / Manager cannot resolve the matter, the employee may raise it with the Team Leader's / Manager's direct manager.
  - (c) If the Team Leader's / Manager's direct manager cannot resolve the matter, the employee may raise it with the Executive Manager.
  - (d) If no agreement is reached at this stage, the issue may be referred to the Australian Industrial Relations Commission (AIRC) for conciliation only or alternatively, to an independent mediator agreed by CIL and the employee or the employee's representative. Neither the AIRC nor the independent mediator shall have a power to arbitrate in relation to an issue referred under this clause.

- 31.4 While a) to d) above are being pursued, work shall continue without affecting the rights of either the employees or CIL adversely.
- 31.5 Employees are entitled to approach an external representative at any stage for advice or assistance.

## **32 DURATION OF AGREEMENT**

The nominal term of this agreement will expire on 1 July 2003.

## **33 NEGOTIATING NEW ARRANGEMENTS**

CIL and employees agree to consult on any new arrangements to apply no later than three (3) months prior to the expiry of this Agreement in accordance with clause 32.

---

**THIS AGREEMENT IS SIGNED**

For and on behalf of Commonwealth Insurance Limited

Signature: M. Barnes

Name: MAURICE ROBERT BARNES  
Please print

Position: CHIEF MANAGED ACCOUNTS SERVICES  
Please print

Date: 16 MAY 2002

Witness Signature: [Signature]

Name: PETER W HILL  
Please print

Address: 49 Del Mar Drive  
Copacabana NSW  
Please print

## **APPENDIX A**

### **Guidelines for Travel from Work Occasioned by Working Ordinary Hours Beyond 8:00pm (to be incorporated in guidelines referred to in clause 17.3, Transport Arrangements)**

Commonwealth Insurance Limited (CIL) appreciates the needs of employees to have safe conduct from work and also expects employees, in agreeing to their hours of work, will have considered safety issues regarding travel.

Special consideration will be given to any request made by employees in respect of personal safety in travelling from work by taxi occasioned by working ordinary hours beyond 8:00pm, or 9:00pm when normal hours of operation need to accommodate daylight saving hours across Australia.

#### **Factors to Consider**

Personal safety is affected by a number of factors, which should be considered on an individual and group basis. The factors to consider as part of appropriate circumstances are:

- Availability of public transport (remembering interchanges).
- Lighting (eg. in car parks, surrounding streets, effect of seasons and daylight saving).
- Number of people travelling together.
- Dangerous crime areas.
- Special factors likely to influence the possibility of danger.
- Personal health considerations (temporary or permanent).

#### **Process**

Employees should advise their Team Leader / Manager of concerns over personal safety while travelling from work after working ordinary hours after 8:00pm, or 9:00pm when normal hours of operation need to accommodate daylight saving hours across Australia.



## SCHEDULE 1 - SALARIES

Position	New (Upon Certification of this Agreement) \$	From 12 July 2002 \$	Criteria
<b>SUPPORT TEAM EMPLOYEES</b>			
Trainee	20,500	21,120	New employee commencing after certification of this Agreement.
Grade 1 (Level 1 Award)	25,650	26,420	Undertaking Level 1 (Award) duties and successfully completed Probation.
Grade 2A (Level 2 Award)	27,350	28,180	Undertaking Level 2 Award duties.
Grade 2B (Level 2 Award)	28,480	29,340	Undertaking Level 2 (Award) duties, generally 12 months in position and demonstrating all required competencies and meeting expectations <u>and</u> offers a source of knowledge within the team for others.
Other	30,600	31,520	Support employee position other than Level 1 / Level 2 Award duties.
<b>CONSULTANTS</b>			
Trainee	27,200	28,020	New employees commencing after certification of this Agreement.
C1	31,570	32,520	Upon successful completion of Probation.
C2	35,230	36,290	Generally 12 months in position but must be demonstrating all required competencies and meeting expectations on a sustained basis.
C3	36,260	37,350	Generally 12 months in position at C2, but must be demonstrating all required competencies and meeting expectations on a sustained basis <u>and</u> achieving status of expert advisor and / or source of knowledge within the team.

Position	New (Upon Certification of this Agreement) \$	From 12 July 2002 \$	Criteria
<b>SUPPORT TEAM LEADERS</b>			
S1	37,340	38,470	Upon appointment to Support Team Leader position.
S2	39,710	40,910	Generally 12 months in position at S1 and demonstrating all required competencies and meeting expectations on a sustained basis.
S3	40,950	42,180	Generally 12 months in position at S2, demonstrating all required competencies and meeting expectations on a sustained basis.
<b>TEAM LEADERS</b>			
T1	43,320	44,620	Upon appointment to Team Leader position.
T2	46,150	47,540	Generally 12 months in position and demonstrating all required competencies and meeting expectations on a sustained basis.
T3	47,850	49,290	Generally 12 months in position at T2, demonstrating all required competencies and achieving status of expert adviser and key source of knowledge.
<b>OTHER EMPLOYEES - As provided within the Award for comparable duties</b>			
<b>PART-TIME EMPLOYEES - Hourly rate according to Grouping calculated by:</b> Salary x 7/365 x 1/38			

Operative Dates: 13 July 2001 – for salary purposes.  
From commencement of first pay period following certification – for overtime and penalty purposes.

**PROPOSED AGREEMENT – 24 APRIL 2002**