

N0714 Cas M Doc P8515

AUSTRALIAN INDUSTRIAL RELATIONS COMMISSION

Workplace Relations Act 1996
s.170LK certification of agreement

Norwich Union Financial Services Group
(C No. 39003 of 1997)

NORWICH ENTERPRISE AGREEMENT 1998



Various employees

COMMISSIONER WHELAN

MELBOURNE, 2 FEBRUARY 1998

Certification of Division 2 agreement with employees

PREAMBLE

This is an application pursuant to section 170LK of the *Workplace Relations Act 1996* (the Act) for certification of an agreement known as the Norwich Enterprise Agreement 1998.

The application was heard by me in Melbourne on 2 February 1998. On the basis of the Statutory Declaration filed by the employer and the submissions made at the hearing, I am satisfied that the relevant requirements of the Act and the Rules have been met.

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 2 February 1998 and shall remain in force until 31 December 1999.

BY THE COMMISSION:


COMMISSIONER 

CERTIFICATION - NORWICH ENTERPRISE AGREEMENT 1998 [N0714]

Appearances:

D. Grossman with A. Millership and P. Cooper for Norwich Union Financial Services Group.

Hearing details:

1998.

Melbourne:

February 2.

Printed with the Authority of the Australian Industrial Relations Commission

<Price code F>

Norwich

Enterprise Agreement

1998

Norwich Enterprise Agreement 1998

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Norwich Enterprise Agreement 1998

1. Introduction

This Enterprise Agreement replaces the Norwich Enterprise Agreement 1995. The aim of this Agreement is to continue to improve Norwich's business performance through enhanced quality of employees' working lives and through improved productivity, customer service and quality.

The Agreement provides flexibility in working arrangements, to enable employees to balance their work and personal needs and to allow the Group to meet the on-going needs of its customers. The Agreement also contains initiatives to enhance employees' opportunities to access career breaks and parental leave, whilst enabling Norwich to retain the services of valued employees.

The Agreement continues Norwich's philosophy of closely linking performance to reward, and the salary increases provided for in the Agreement reinforce this.

2. Title

This Agreement shall be known as the "Norwich Enterprise Agreement 1998" ('the Agreement').

3. Relationship with Relevant Awards

This Agreement shall be read and interpreted in conjunction with the:

- i. Insurance Officers (Clerical Indoor Staffs) Consolidated Award 1985,
- ii. Insurance Industry Superannuation Award (Third Schedule) 1988.

Where any provisions of this Agreement are inconsistent with the corresponding provisions of the relevant Awards, the provisions of this Agreement shall prevail, to the extent of any inconsistency.

4. Parties Bound

This Agreement is binding upon Norwich Union Financial Services Group ('Norwich') and its employees.

5. Period of Operation

This Agreement shall operate from 1 January 1998 (or from the date of certification by the Australian Industrial Relations Commission, whichever is later) until 31 December 1999.

6. Definitions

- "Norwich" or "the Group": Norwich Union Financial Services Group.
- "ordinary hours": standard hours for which employee is employed, and for which standard rates of pay apply; no loadings or penalties.
- "span of working hours": span of hours per day during which ordinary hours may be worked, that is no loadings apply.
- "work area's operating hours": the hours which the work area operates during the day.
- "employee's work times": the times during the span of working hours which the employee agrees with their manager to work.
- "flexitime": flexitime system which has operated at 509 St Kilda Road only involving swiping cards in and out through flexiclock system.

7. Span of Working Hours

- i. The span of working hours within Norwich is:
 - Monday to Friday, 7.00am - 10.00pm, except for the Mail Distribution centre where the span commences at 6.00am;
 - Saturday & Sunday, 7.00am - 6.00pm.
- ii. Each 'work area' is to determine its operating hours within the span, considering its own and the Group's business needs including customer service, system support and the effects of any change on other parts of the Group, and staff availability. These operating hours may be varied according to changing needs and circumstances. In this context 'work area' means each group of employees and their manager.
- iii. The steps to be followed by each work area in determining or varying its operating hours within the span are as follows:
 - a. A business needs analysis of the requirements of the work area in respect to operating hours is to be completed by the manager of the work area in consultation with employees within the work area and with management of other work areas which may be affected by any change to operating hours.
 - b. The options for changes to operating hours are to be discussed comprehensively with all employees within the work area to determine employee views regarding the potential changes and the effects various changes may have on employees' working lives and personal situations. Employees' willingness to work at the potential changed times is to be assessed. During these discussions managers are to emphasise to employees that employees will not be expected to work during any changed times against their will.
 - c. Following the above thorough consultation and analysis, the manager of the work area will decide the operating hours for the work area taking into account the needs of the business and of employees within the work area.
 - d. The operating hours will be monitored and evaluated by the manager and employees within the work area on an ongoing basis to ensure that they are appropriate for the work area and its employees.

- iv. Once the work area's operating hours have been decided each employee is to agree their times of work within the span with their manager following work-team discussion. These discussions will provide work-team members with the opportunity to explore scheduling arrangements which best suit each member of the team. No employee will be expected to change their hours to times which are unsuitable for them. The work times agreed between the manager and each employee may be varied by mutual agreement according to changing needs and circumstances.
- v. The general principle to be followed in determining or varying employees' times of work is one of 'mutual agreement'. This means that for any change to an employee's usual times of work to be effected both the employee and their manager need to agree to the change. If either the employee or their manager does not agree to the change then the employee's work times do not change.
- vi. To assist employees who are scheduled later in the evening with parking arrangements, parking will be available in the Norwich car-park after 6.00pm at no cost. In addition, some daytime parking spaces will be made available to employees who are scheduled to finish work at or after 8.00pm, at business unit discretion; such parking spaces will be charged at normal staff rates, reviewed 1 April each year, and may be relinquished when desired by the employee.
- vii. Weekend work as part of scheduled hours may be initiated in certain work areas within the above span of hours. This approach will be used to explore the value of weekend services. Work areas will determine whether to operate on weekends as above. Employees who agree to work on weekends will continue to receive two consecutive days off work within each week, ie 'notional weekend'; employees may take their two days non-consecutively if they seek and obtain their manager's agreement. Employees will not be scheduled on weekends without their agreement, nor pressured in any way to work on weekends.

8. Hours of Work

The ordinary hours of work for full-time employees shall be 38 hours per week (excluding breaks eg meal breaks), to be worked on 5 days of the week. All permanent full-time Grade 1 - 6 staff working at any Norwich location within Australia will work as per the following arrangements:

- i. Average 38 hour week, 8 hour day, applies. Actual hours per day may vary according to business and individual needs. Where an employee, by mutual agreement with their manager, works longer on one day, they may take an equivalent time off work on another day, and vice-versa by mutual agreement.
- ii. One day per quarter 'Personal Leave' is available, to be taken during the quarter at a time mutually agreed between the employee and their manager; this leave is not cumulative.
- iii. Time off work to attend to urgent or unforeseen personal business is available. This specifically applies to those situations where there is no other way to address the personal business need, and must be agreed with the employee's manager, before taking the time off where possible. Any concerns employees have with accessing this provision may be taken up through the Grievance Resolution procedure.
- iv. Each employee's normal daily times of work are to be agreed with their manager (retaining maximum possible flexibility). Employees may agree with their manager to start and finish their work hours earlier or later in the day where this meets the business, work-team and employee's personal needs. These times must then be adhered to unless a variation is agreed.

- v. The maximum number of ordinary hours an employee may work on any day is 10.
- vi. Flexitime and RDOs (rostered days off) will no longer be available. For those employees who are currently on flexitime arrangements at 509 StKilda Road or on RDO arrangements at 457 StKilda Road and branches (interstate), a one-off payment equivalent to 2% of the employee's salary will be made, as compensation for forgoing these arrangements. 'Salary' will be that applying immediately preceding commencement of the Agreement.
- vii. The 2% payment will be made as soon as possible after certification of this Agreement. Employees with accrued flexitime at the expiration of the 1995 Enterprise Agreement (ie 31 December 1997), will be permitted to take time in lieu in January 1998; there will be no payout of accrued flexitime.
- viii. All temporary full-time staff, Grades 1 - 6, will work a 38 hour week, of 7 hours 36 minutes per day, and will not be entitled to quarterly leave days or time off to attend to personal business as in (ii) and (iii) above.

9. Public Holidays

- i. Public Holidays are to be staffed according to business need in each work location.
- ii. Where an employee works on a public holiday by mutual agreement, he/she may choose to either:
 - have an equivalent period of time credited to his/her annual leave (includes annual leave loading); or
 - receive overtime payment for the hours worked (as per the Award, ie at the rate of time and a half).

10. Overtime

Overtime only applies if approved in advance by management, when an employee is required by management to work any of the following:

- beyond the employee's agreed hours on any day;
- outside the weekday span of hours;
- on weekends (where this is beyond the employee's normal schedule) or on notional weekends (with overtime rate same as for weekends);
- on public holidays.

11. Salary/Total Cost Increase

- i. During the period of this Agreement, across the Group, management and staff will work together to continually improve and monitor productivity, customer service and quality.
- ii. As a direct outcome of this commitment, a minimum of 5% of total payroll will be distributed to employees, based on individual performance as assessed in the annual performance review process, through the annual remuneration review effective 1 April 1998; and a minimum of 3.0% of total payroll will be distributed to employees, based on individual performance, through the annual remuneration review effective 1 April 1999.

- iii. Each employee's annual remuneration review will be directly linked to their preceding annual performance review, and an employee's salary increase will be a direct outcome of their performance review.

12. Family Sick Leave

- i. Employees may use their sick leave entitlement to provide bona-fide care to ill family members and dependents, in times of genuine need and when other means of caring for the ill person are not practicable.
- ii. Employees may be required (at their manager's discretion) to provide evidence of their own or their family member's/dependent's illness. Except that the usual provision remains that 4 day's family sick leave (no more than 2 days consecutively) may be utilised without requirement for a medical certificate.
- iii. Wherever possible employees shall provide notice of their intention to take leave, the reasons for taking leave and the estimated length of absence.

13. Parental Leave

- i. Employees who have 3 years continuous, permanent service with the Group, are entitled to six weeks paid parental leave, which can be used for maternity leave, adoption leave or paternity leave where the father is the primary care-giver at that time.
- ii. Parental leave must be taken before the child's first birthday.
- iii. Payment of this entitlement will be made as normal salary during the first six weeks of parental leave. Repayment in full is required if the employee does not return to work, or returns for a period which is equivalent to less than three months at their previous time fraction, following their parental leave.

14. Career Break (leave without pay)

- i. Employees who have 5 years continuous, permanent service with the Group, may take a maximum period of 3 months leave, at a time agreed with their manager. All accrued annual leave in excess of 2 weeks must be taken during this period. The remainder of the leave period will be taken as unpaid leave.
- ii. This clause is designed to provide employees with eligibility to apply for a career break at the end of each 5 years of continuous service, to pursue recreational and/or study activities, but not alternative paid employment within the financial services industry and/or in an employee's profession.
- iii. The granting of this leave is subject to the employee demonstrating satisfactory performance during at least the previous 12 months.

- iv. The period of unpaid leave will not count as years of service for accrual of any award or statutory entitlements (eg leave, severance). The career break benefit does not accumulate on a pro-rata basis.

15. Dress

- i. On the first Friday of each month, employees may wear to work smart casual dress (excluding denim and sneakers/joggers), except where they are likely to have contact with people external to Norwich, such as customers, Agents or suppliers.
- ii. This initiative will be monitored and reviewed during the course of this Agreement.
- iii. In work areas where formal dress may not be practical at times, because of the nature of physical duties needing to be undertaken, dress requirements may be agreed between management and staff for those work times and activities.

16. Casual Employment

A person may be engaged on a casual basis at any time, with a minimum of 3 hours and a maximum of 10 hours work on any day. A casual employee may not work for more than 600 hours in any year.

17. Superannuation

- i. Permanent employees may choose to have their superannuation contributions (currently payable under the Award) paid into either the Norwich Staff Superannuation Scheme or into INSUPER. (Casual and temporary staff will continue to have contributions paid into INSUPER).
- ii. Permanent employees may also choose to roll-over their current INSUPER accruals into the Norwich Staff Superannuation Scheme.

18. Junior Rates of Pay

Junior rates of pay will not apply. Salary rates for employees are to be paid at the adult rate, and not related to the employee's age.

19. Grievance Resolution

The grievance resolution procedure has been created for the use of employees in relation to implementation of the Agreement. Norwich supports employees using the grievance resolution procedure, and employees will not be discriminated against for seeking assistance to resolve a problem with their manager through this process.

Where an employee has a grievance or complaint relating to any aspect of this Agreement it is to be handled in the following way.

The employee should discuss their concern with their supervisor or manager to attempt to resolve the matter. The employee may also seek advice from Human Resources Department in relation to their grievance, and how they should proceed to resolve it.

If the grievance remains unresolved the employee may call upon any of the following for assistance:

- Human Resources Department
- another line manager
- an independent mediator from within Norwich.
- the union.

The services of an external mediator may be utilised, by agreement between the employee and their manager, and in consultation with Human Resources Department.

Any grievance which remains unresolved after these avenues have been exhausted shall be processed as per the "Settlement of Disputes" clause of the Award.

It is the intention of the Group that this clause assists in the on-going development of a workplace culture that accepts that the resolution of any grievance may be handled in any of the above ways.

20. Working from Home

The nature of the work currently undertaken within the Group requires employees to be based at a central/branch location. However, Norwich will investigate the concept of enabling some employees to complete part of their duties from home, depending on the nature of the work involved, where this suits the business needs of the work area, with mutual agreement between the employees and management concerned.

Norwich will assess the business impact of such arrangements, in terms of cost, communication, productivity, security and customer service; this may include an assessment of the 'at home workplace'. This arrangement may be trialed for specific positions in areas of the company.

21. Job Sharing

Norwich supports the concept of job sharing between employees, and will facilitate this occurring where it is desired by the employees concerned and it meets the on-going business needs.

22. Implementation

The Enterprise Agreement is to be implemented and applied consistently across the Group. Explanations of the Agreement and its implementation will be conducted through Human Resources and management.

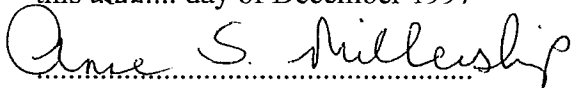
Line managers will be fully informed about the Agreement, and educated in appropriate implementation practices including the concept of mutual agreement.

To ensure consistent and proper implementation of the Agreement, it will be necessary to regularly review implementation. Human Resources Department will provide support as required:

- developing an overview of changes to working hours across the Group;
- accessing relevant HR statistics, such as staff turnover, numbers of grievances etc;
- evaluating operational and performance improvements resulting from implementation of the Agreement, such as enhanced customer service.

Signature

Signed for and on behalf of
Norwich Union Life Australia Limited
this 22nd day of December 1997



Name: ANNE S. MILLERSHIP