

AUSTRALIAN INDUSTRIAL RELATIONS COMMISSION

Industrial Relations Act 1988  
s.134C certification of agreement

**Finance Sector Union of Australia**

and

**QBE Insurance Limited**  
(C No. 31647 of 1993)

**QBE 12 HOUR SHIFT AGREEMENT 1993**

Insurance employees

Insurance industry

DEPUTY PRESIDENT MAHER

MELBOURNE, 3 SEPTEMBER 1993

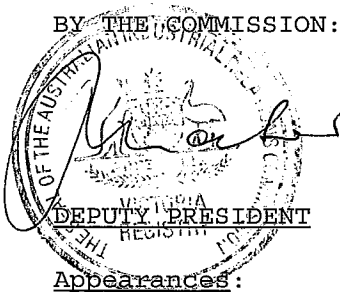
Certification of agreement

**CERTIFICATION OF AGREEMENT**

In accordance with section 134E of the Industrial Relations Act 1988, the Commission hereby certifies the attached memorandum of the terms agreed on 3 September 1993 between the Finance Sector Union of Australia and QBE Insurance Limited in this matter.

This agreement shall come into force from 3 September 1993 and shall remain in force for twelve months.

BY THE COMMISSION:



Appearances:

D. Laragy and N. Baldini for the Finance Sector Union of Australia.

B. Riddell for QBE Insurance Limited.

Date and place of hearing:

1993.  
Melbourne:  
September 3.

**SECTION 134E MEMORANDUM OF AGREEMENT 1993 BETWEEN QBE INSURANCE LIMITED AND FINANCE SECTOR UNION OF AUSTRALIA REGARDING 12 HOUR SHIFT WORK**

**1. TITLE**

This agreement shall be known as the "QBE 12 HOUR SHIFT AGREEMENT".

**2. ARRANGEMENT**

<b>Subject Matter</b>	<b>Clause Number</b>
Annual Leave	9
Arrangement	2
Date and Period of Operation	5
Dispute Resolution	6
Parties Bound	4
Relationship with Parent Award	3
Shift Work	7
Sick Leave	8
Title	1

**3. RELATIONSHIP TO PARENT AWARD**

This Agreement shall be read and interpreted in conjunction with the Insurance Officers (Clerical Indoor Staffs) Consolidated Award 1985 provided that to the extent of any inconsistency between that Award and this Agreement the latter shall prevail.

**4. PARTIES BOUND**

This Agreement shall be binding upon QBE Insurance Limited in respect of the employment by it of employees who are employed in the Computer Operations Department of that Company and the Finance Sector Union of Australia.

**5. DATE AND PERIOD OF OPERATION**

This Agreement shall come into operation on or after the date of ratification by the Commission and shall remain in operation for a period of 12 months from that date, at which time the parties shall evaluate the effect of its operation.

**6. DISPUTE RESOLUTION**

Subject to the Australian Industrial Relations Act 1988 any dispute or claim as to the wages and/or conditions of employment of any

employee with regard to whom any employer is bound by this Agreement which is not settled between the employee and management shall be settled in the manner prescribed in Clause 23 of the Insurance Officers (Clerical Indoor Staffs) Consolidated Award 1985 (the Parent award).

## 7. SHIFT WORK

Employees in the computer operations department of QBE Insurance Limited may be employed to work twelve hour shifts to provide a 24 hours per day 7 day per week assistance service to the Company subject to the following conditions:-

(a) Ordinary hours of duty shall not exceed:-

- (i) 12 hours per shift; nor
- (ii) an average of 38 hours per week over the roster cycle. The roster to be worked shall be agreed between the parties.

(b) Shift Definitions:

- (i) Day shift means any shift of 12 hours finishing after 12.00 midday and at or before 7.00 pm.
- (ii) Night shift means any shift of 12 hours finishing after 12.00 midnight and at or before 7.00 am.

(c) Shift Allowances:

For work performed during ordinary hours on 12 hour shifts the following rates of pay shall apply:

- (i) Day shift - ordinary rates of pay plus 20 per cent.
- (ii) Night shift - ordinary rates of pay plus 30 per cent.

(d) Saturday, Sunday and Public Holidays:

- (i) The rate to be paid to any employee for work performed on a shift the major portion of which falls between midnight on Friday and midnight on Sunday shall be double time.
- (ii) The rate to be paid to an employee for work performed on a shift the major portion of which falls on a public holiday shall be ordinary time plus time and a half.

(e) Rostered Day Off:

Where an employee's rostered day off falls on a public holiday the employee shall be paid an additional day's pay with the exception of the instance where the public holiday itself falls on a Saturday or Sunday.

(f) Average Pay:

An employee shall be paid fortnightly an average of the pay he/she would have received over the period of the roster.

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

- shift allowances for work performed on day shifts and night shifts Monday to Friday prescribed in subclause (c) of the clause.
- penalty rates for work performed on Saturdays, Sundays and Public Holidays prescribed in subclause (d) of the clause.
- an additional day's pay payable when an employee works on a public holiday as prescribed in Clause 9(c) of the Parent Award.
- an additional day's pay payable when an employee's rostered day off falls on a public holiday as prescribed in subclause (e) of this clause.

The above items will be paid as a multiple of the employee's base salary. The methodology for establishing this multiple will be agreed between the parties.

(g) Night Shifts:

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

(h) Interval Between Shifts:

There shall be at least a 12 hour interval between the finish of any rostered shift and the commencement of the next shift.

(i) Overtime:

An employee working on 12 hour shifts shall not be required to work overtime, other than in exceptional circumstances of a relief operator being unavailable in which case a maximum of two hours overtime may be worked.

Overtime worked shall be paid for in accordance with clause 15 (g) of the Parent Award.

(j) 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. Such meal or rest breaks shall count as time worked.

(k) Staffing:

No employee under the age of 18 years shall be required or permitted to work shifts.

(l) Provision of Transport for Employees:

When an employee starts or finishes a shift at a time when the usual or reasonable means of transport is unavailable, the employer shall provide transport between the employee's place of residence or lodging and the employee's place of employment at no cost to the employee.

(m) Telephone Expenses:

If an employee working under the provision of this clause is required by the employer to have a telephone, the employer shall pay for its installation (if necessary), the rental and the costs of calls made in the course of the employee's employment.

(n) Additional Annual Leave:

Employees regularly rostered to work on Sundays and public holidays as part of their ordinary hours shall be allowed after 12 months continuous service an additional week's annual leave.

(o) Daylight Saving:

Notwithstanding anything contained elsewhere in this Award, in any area where by reason of the legislation of a State summer time is prescribed 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;
- (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 subclause, the expressions "standard time" and "summer time" shall bear the same meanings as prescribed by the relevant State legislation.

## 8. SICK LEAVE

Amount of sick leave:

- (a) 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 the first year of employment under this Agreement or under the Parent Award - six 12 hour shifts;

- (ii) in the second year of continuous employment under this Agreement or under the Parent Award - seven 12 hour shifts; and
- (iii) in the third and any subsequent year of continuous employment under this Agreement or under the Parent Award - eight 12 hour shifts.

**Definitions:**

(b) For the purpose of subclauses (c) and (d):

- (i) the term "year" shall mean the period of twelve months between the date of engagement and the corresponding date in the following calendar year and each successive period of twelve months.
- (ii) "Anniversary date" shall mean the date in any subsequent calendar year corresponding to the date of engagement of the employee by the QBE Insurance Limited.

**Accumulation of Sick Leave:**

(c) Sick leave not taken in any year shall accumulate to a total not exceeding 52 working weeks provided that sick leave calculated in accordance with subclause (a) of the clause shall accumulate from the employee's first anniversary of employment under this Agreement.

**Proof of Illness:**

(d) 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 medical certificate in respect of up to three shifts absence 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 illness, the employer shall not for that shift require production of a medical certificate as proof of illness.

Should the employee voluntarily supply a certificate from a duly registered medical practitioner in support of a sick leave application for a single or two shift absence, such action shall not negate the right of the employee to take within that year up to 3 shifts sick leave referred to in the above paragraph without proof of illness.

**9. ANNUAL LEAVE**

An employee shall be entitled to 16 shifts leave of absence on full pay to be taken after 12 months continuous service.

Provided that where an employee is being paid in accordance with subclause 7(f) of this Agreement, such employee during the period of absence on annual leave shall be paid the amount of salary the employee would have received had the employee not been on leave during the relevant period. Such amount is in substitution for and not additional to any other amounts prescribed in the Parent Award including the amounts prescribed in sub-paragraphs (1) and (2) of paragraph 10(h)(ii).

Provided further that annual leave taken and granted to employees working under this Agreement shall be inclusive of any public holidays prescribed in clause 9 of the Parent Award.

Executed on this 18th day of May 1993

Signed for and on behalf of

QBE INSURANCE LIMITED

*Bryan Pittell*  
.....  
*M. Egan*  
.....

WITNESS

Signed for and on behalf of

FINANCE SECTOR UNION  
OF AUSTRALIA

*Paul*  
.....  
*[Signature]*  
.....

WITNESS

**QBE INSURANCE LIMITED AND FINANCE SECTOR UNION**

**TWELVE HOUR SHIFT WORK**

**CONDITIONS FOR OPERATION**

**1. The Roster**

That the roster agreed by both parties to cover shift operations is attached as Appendix 1.

The roster repeats over a 12 week period with employees averaging 38 hours per week over that period.

Employees work in four teams, with each team consisting of one shift supervisor and two operators.

This roster will be in place for the next twelve months, however will be reviewed every three months to ensure operations. Prior to the end of the twelve month period the success/effect of the 12 hour shift pattern will be assessed by the parties.

**2. Salary Multiple**

As stated under the QBE 12 Hour Shift Agreement, shift penalties will be paid on an averaged basis. The multiple agreed upon for the duration of this roster is 1.52. Should the roster be amended in any way, the multiple will also need to be amended.

**3. Health Issues**

QBE will undertake regular medical assessment of employees working under a 12 hour shift arrangement. An initial medical assessment with a qualified medical practitioner will be undertaken. This will be followed up on an annual basis.

Temporary or permanent transfer to daytime work will be available on identification of a health issue. Where this is required, a period of adjustment will be provided to enable the worker to adapt to any reduction in income and will be subject to negotiations between the FSU and QBE.

Shift workers will be given access to suitably qualified advisers who will provide health counselling and information on preventative health care. This service will be provided at QBE's expense.



QBE & FSU - Twelve Hour Shift Work Conditions - Contd

4. Employer Support

QBE will ensure the provision of a safe and secure workplace, including car parking facilities.

Rest areas and social/recreational facilities will be provided which meet the needs of workers and the FSU.

Shift workers will not be disadvantaged in relation to training whether on the job, off the job or Union-related.

Shift workers will be provided with a food service during shifts. As a minimum, heating facilities for meals will be available.

Dated this 3<sup>RD</sup> day of SEPTEMBER, 1993.

.....*Bryan Riddell*.....

BRYAN RIDDELL  
GROUP PERSONNEL MANAGER  
QBE INSURANCE LIMITED

.....*Joan Wilkinson*.....

JOAN WILKINSON  
NATIONAL MANAGER  
INDUSTRIAL SERVICES  
FINANCE SECTOR UNION OF  
AUSTRALIA

# APPENDIX 1

	MTWTFSS	MTWTFSS	MTWTFSS	MTWTFSS	MTWTFSS	MTWTFSS	MTWTFSS	MTWTFSS	MTWTFSS	MTWTFSS	MTWTFSS	MTWTFSS	MTWTFSS	MTWTFSS	MTWTFSS	MTWTFSS	MTWTFSS		
TEAM 1	N---DD	--NN---	DN--NN-	--DD--N	N---DDD	--NN---	DN--NN-	--DD--N	N---DDD	--NN---	DN--NN-	--DD--N	N---DDD	--NN---	DN--NN-	--DD--N	N---DDD		
TEAM 1	N---DDD	--NN---	-N--NN-	-DDD--N	N---DD	--NN---	DN--NN-	-DD--N	N---DD	--NN---	DN--NN-	-DD--N	N---DD	--NN---	DN--NN-	-DD--N	N---DD		
TEAM 1	N---DDD	--NN---	DN--NN-	-DD--N	N---DDD	--NN---	DN--NN-	-DD--N	N---DDD	--NN---	DN--NN-	-DD--N	N---DDD	--NN---	DN--NN-	-DD--N	N---DDD		
TEAM 2	-DDD--N	N-----DD	--NN---	DN--NN-	--DD--N	N---DDD	--NN---	DN--NN-	--DD--N	N---DDD	--NN---	DN--NN-	--DD--N	N---DDD	--NN---	DN--NN-	--DD--N		
TEAM 2	-DD---N	N---DDD	--NN---	-N--NN-	-DDD--N	N---DD	--NN---	DN--NN-	-DD--N	N---DD	--NN---	DN--NN-	-DD--N	N---DD	--NN---	DN--NN-	-DD--N		
TEAM 2	--DD--N	N---DDD	--NN---	DN--NN-	-DD--N	N---DDD	--NN---	DN--NN-	-DD--N	N---DDD	--NN---	DN--NN-	-DD--N	N---DDD	--NN---	DN--NN-	-DD--N		
TEAM 3	-N--NN-	-DDD--N	N-----DD	--NN---	DN--NN-	--DD--N	N---DDD	--NN---	DN--NN-	--DD--N	N---DDD	--NN---	DN--NN-	--DD--N	N---DDD	--NN---	DN--NN-		
TEAM 3	DN--NN-	-DD---N	N---DDD	--NN---	DN--NN-	-DD--N	N---DD	--NN---	DN--NN-	-DD--N	N---DD	--NN---	DN--NN-	-DD--N	N---DD	--NN---	DN--NN-		
TEAM 3	DN--NN-	-DD--N	N---DDD	--NN---	DN--NN-	-DD--N	N---DDD	--NN---	DN--NN-	-DD--N	N---DDD	--NN---	DN--NN-	-DD--N	N---DDD	--NN---	DN--NN-		
TEAM 4	--NN---	-N--NN-	-DDD--N	N---DD	--NN---	DN--NN-	--DD--N	N---DDD	--NN---	DN--NN-	--DD--N	N---DDD	--NN---	DN--NN-	--DD--N	N---DDD	--NN---		
TEAM 4	--NN---	DN--NN-	-DD---N	N---DDD	--NN---	DN--NN-	-DD--N	N---DD	--NN---	DN--NN-	-DD--N	N---DD	--NN---	DN--NN-	-DD--N	N---DD	--NN---		
TEAM 4	--NN---	DN--NN-	-DD--N	N---DDD	--NN---	DN--NN-	-DD--N	N---DDD	--NN---	DN--NN-	-DD--N	N---DDD	--NN---	DN--NN-	-DD--N	N---DDD	--NN---		
<b>WEEKEND SHIFTS = 12</b>																<b>NIGHT SHIFTS = 15</b>		<b>DAY SHIFTS = 11</b>	
TOTAL NUMBER OF SHIFTS PER PERSON IS																38		38	
AVERAGE WEEKLY HOURS ARE																38		38	