

AUSTRALIAN INDUSTRIAL RELATIONS COMMISSION

*Workplace Relations Act 1996*  
s.170LK application for certification of agreement (Employees -Division 2)

**RAA-GIO INSURANCE LTD**  
(C No. 50548 of 1998)

**RAA-GIO INSURANCE LTD CERTIFIED AGREEMENT 1998**

Various employees

Insurance industry

DEPUTY PRESIDENT DUNCAN

SYDNEY, 19 AUGUST 1998

*Certification of Division 3 agreement*

**PREAMBLE**

This is an application pursuant to s.170LK of the *Workplace Relations Act 1996* (the Act) for certification of an agreement known as the RAA-GIO Insurance Ltd Certified Agreement 1998

The application was heard by me in Adelaide on 21 July 1998. On the basis of the Statutory Declaration filed by the employer and that employee who has negotiated the agreement acting on his own behalf and on behalf of other employees 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 s.170LT of the *Workplace Relations Act 1996*, the Commission hereby certifies the attached written agreement.

This agreement shall come into force from 21 July 1998 and shall remain in force for a period of three years.

BY THE COMMISSION:



RAA-GIO INSURANCE LTD CERTIFIED AGREEMENT 1998

*Appearances:*

*G. Hatfield* with *R. Reid* for RAA-GIO Insurance Ltd.

*C. Selley* for the Employees.

*Hearing details:*

1998.

Adelaide:

July 21.

**RAA-GIO Insurance Ltd**  
ACN 007 872 602

**Certified Agreement 1998**

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1. AGREEMENT TITLE

This Agreement will be known as the RAA-GIO Insurance Ltd Certified Agreement 1998.

2. PARTIES BOUND

This Agreement is binding on the company and its employees.

3. SCOPE OF THE AGREEMENT

3.1 This Agreement will apply to the employees of the company.

3.2 This Agreement will operate in conjunction with the Award. To the extent that this Agreement is inconsistent with a provision of the Award, this Agreement will prevail.

4. DURATION OF AGREEMENT

This Agreement commences on 1st July 1998 and remains in force for three years.

5. RENEGOTIATION OF AGREEMENT

The parties will commence renegotiation of this Agreement a minimum of three (3) months prior to its expiration.

6. DEFINITIONS

*"Award"* means the R.A.A. Insurance Superannuation Award 1988.

*"Company"* means RAA-GIO Insurance Ltd ACN 007 872 602.

*"Employee"* means an employee bound by this Agreement.

*"Employer"* means the company.

*"We"*, *"Us"* and *"Our"* mean or refer to the employer.

*"You"* or *"Your"* means an employee.

*"Act"* means the Workplace Relations Act 1996 as amended from time to time.

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## 7. NON-DISCRIMINATION

7.1 Both of us agree that:

7.1.1 we will respect and value the diversity of the workplace by helping to prevent and eliminate discrimination at our workplace on the basis of race, colour, sex, sexual preference, age, physical or mental disability, marital status, family responsibilities, pregnancy, religion, political opinion, national extraction or social origin; and

7.1.2 any dispute concerning these provisions and their operation will be progressed initially under the dispute resolution procedure;

7.1.3 nothing in these provisions allows any treatment that would otherwise be prohibited by anti-discrimination provisions in applicable Commonwealth or State Law.

7.1.4 nothing in this clause prevents us from terminating your employment based upon the inherent requirements of your employment.

## 8. DISPUTE RESOLUTION

8.1 Any dispute about your work or this Agreement will be dealt with in accordance with this clause.

8.2 If a dispute occurs, the first step is to discuss the matter and its potential resolution with your immediate supervisor as soon as possible. Your supervisor will respond to you as soon as possible.

8.3 If the dispute is still not resolved, then the matter will be referred to the relevant Manager for further consideration and resolution.

8.4 You are entitled to be represented by a person of your choice at any time.

8.5 At any time, you or we may refer the matter to the Australian Industrial Relations Commission for mediation. In the event that the dispute cannot be settled by mediation, then the parties agree that if the Commission considers it necessary or appropriate the Commission may make a recommendation pursuant to S111AA of the Act.

8.6 While a dispute is being dealt with, work will continue as normal, except where the dispute arises from the termination of your employment.

- 8.7 Where the dispute arises from termination of your employment, you will not be entitled to continue to work or to be paid from the date of termination of employment.
- 8.8 Both parties to this Agreement agree not to commence an action:
- 8.8.1 to obtain a penalty under the Workplace Relations Act 1996; or
  - 8.8.2 to seek damages for breach of breaches of the Agreement; or
  - 8.8.3 to seek to enforce the Agreement;
- unless:
- 8.8.4 there has been a genuine attempt to resolve the dispute at workplace level;  
and
  - 8.8.5 there has been compliance with this Dispute Resolution procedure, including genuine consideration of using mediation.

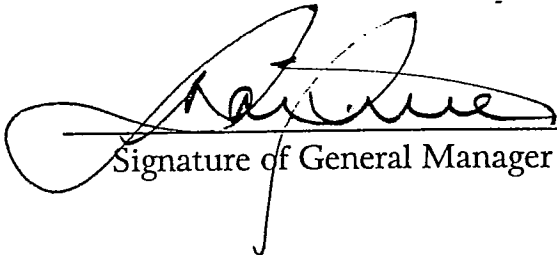
## 9. SUPERANNUATION

We will contribute superannuation to the RAA Staff Superannuation Scheme in accordance with our obligations under superannuation legislation which may apply from time to time.

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SIGNATORY PAGE

SIGNED for and on behalf of  
RAA-GIO Insurance Ltd  
(ACN 007 872 602) by its  
General Manager

  
\_\_\_\_\_  
Signature of General Manager

GEOFFREY FRANK CHATFIELD  
Full Name of Signatory

Date 5 / 6 /1998

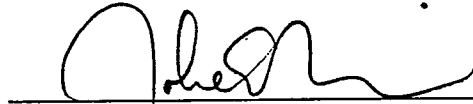
  
\_\_\_\_\_  
Signature of Witness

Caroline Louise Selley  
Full Name of Witness

Date 5 / 6 /1998

SIGNED for and on behalf of  
THE EMPLOYEES of  
RAA-GIO INSURANCE LTD  
(ACN 007 872 602)

  
\_\_\_\_\_  
Signature of Employee Representative

  
\_\_\_\_\_  
Signature of Witness

CATHERINE RACHEL O'LOUGHLIN  
Full Name of Signatory

Jolie Elizabeth Driver  
Full Name of Witness

Date 5 / 6 /1998

Date 5 / 6 /1998