



DECISION

Fair Work Act 2009
s.185—Enterprise agreement

ATC Insurance Solutions Pty Ltd
(AG2018/2951)

ATCIS/FSU ENTERPRISE AGREEMENT 2018-2021

Banking finance and insurance industry

COMMISSIONER GREGORY

MELBOURNE, 7 DECEMBER 2018

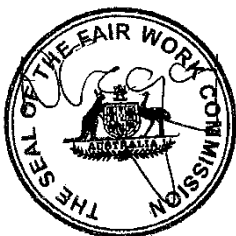
Application for approval of the ATCIS/FSU Enterprise Agreement 2018-2021.

[1] An application has been made for approval of an enterprise agreement known as the *ATCIS/FSU Enterprise Agreement 2018-2021* (the Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (the Act). It has been made by ATC Insurance Solutions Pty Ltd. The Agreement is a single enterprise agreement.

[2] I am satisfied that each of the requirements of ss.186, 187 and 188 as are relevant to this application for approval have been met.

[3] The Finance Sector Union of Australia being a bargaining representative for the Agreement, has given notice under s.183 of the Act that it wants the Agreement to cover it. In accordance with s.201(2) I note that the Agreement covers the organisation.

[4] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 14 December 2018. The nominal expiry date of the Agreement is 30 June 2021.



COMMISSIONER

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ATC Insurance Solutions

and

Finance Sector Union of Australia

ATCIS/FSU ENTERPRISE AGREEMENT 2018-2021

1. TITLE

This Agreement will be known as the *ATCIS/FSU Enterprise Agreement 2018-2021*.

2. ARRANGEMENT

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3. DEFINITIONS

Employer and **ATCIS** means Australian Trade and Construction Insurance Solutions Pty Ltd.

Union or **FSU** means the Finance Sector Union of Australia.

Employee means a full-time, part-time or casual employee of ATCIS.

Part time employees means employees who work fewer than 37.5 hours a week.

The Act means the *Fair Work Act 2009*.

The Award means the *Banking Finance and Insurance Industry Award 2010*.

NES means National Employment Standards.

4. SCOPE, PARTIES COVERED & PERIOD OF OPERATION

This agreement covers ATCIS and its employees and the Finance Sector Union of Australia if so determined by the Fair Work Commission.

This agreement will come into operation 7 days after it is approved by the Fair Work Commission and its nominal expiry date is 30 June 2021.

5. RELATIONSHIP TO AWARD & PREVIOUS AGREEMENT

This agreement replaces the *ATCIS/FSU Enterprise Agreement 2015-2018*.

The provisions of the *Banking Finance and Insurance Industry Award 2010* are incorporated into and form part of this agreement where the agreement is silent.

Employees covered by this agreement also have entitlements under the NES. No provision of this agreement shall apply such that it reduces any NES entitlement.

6. HOURS OF WORK

Ordinary hours of work will be 37.5 hours per week.

Ordinary hours of work shall be between 8.30 am and 5.00 pm with a one hour lunch break.

Part time employees shall be entitled to all benefits of this agreement on a pro rata basis.

7. ROSTERED DAYS OFF

Full time employees shall be entitled to one rostered day off (RDO) every second month. No additional hours to those specified in Clause 6 need to be worked for entitlements to RDOs. The timing of RDOs shall be by mutual agreement between the employee and his/her manager.

An RDO cannot be accrued for more than two months with the result that any entitlement to an unused RDO will lapse after two months from the date of its accrual. Further, if an RDO is accrued it cannot be taken consecutively with another RDO or within the same week of another RDO.

8. SALARY INCREASES

During the life of this agreement, all employees with a base annual rate of pay of \$120,000 or less at the time of the commencement of this agreement shall receive a 4% salary increase applicable from 1 July 2018, a 4% salary increase from 1 July 2019 and a 4% salary increase from 1 July 2020 subject to the relevant employee having been employed by ATCIS for a minimum period of six months prior to the scheduled increase.

At all levels, minimum salaries shall not be less than \$5,000 more than those applicable under the Award.

Salaries shall be paid fortnightly into employees' nominated bank accounts. In cases where normal salary payments fall on a public holiday, the payment shall be made on the last business day immediately before the holiday.

9. ANNUAL PERFORMANCE APPRAISALS

Annual performance appraisals for all employees shall be conducted between 1 April and 30 June.

10. LEAVE LOADING

Leave loading entitlements were incorporated into employees' salaries as an outcome of the *ATCIS/FSU Enterprise Agreement 2011-2013*.

Leave loading will not be payable and any obligation to do so (under the Award or otherwise) will be deemed to have been satisfied in each case by payment of each employee's agreed annual salary.

11. SUPERANNUATION

Employer contributed superannuation shall be paid at the rate provided in the *Superannuation Guarantee (Administration) Act 1992* plus an additional 1% on a monthly basis to a fund of the employee's choice. Should an employee not nominate a fund, AustralianSuper shall be the default fund.

12. PAID PARENTAL LEAVE

Employees are entitled to unpaid parental leave in terms of the NES.

In addition to the entitlements of the Federal Government's Paid Parental Leave scheme and provided in all cases that the relevant employee had been employed by ATCIS for a minimum period of 24 consecutive months prior to the date when parental leave would normally have been expected to be taken:

- a) full time and part time employees will be entitled to an extra fourteen weeks paid leave, and
- b) a full time or part time employee who takes concurrent leave with their spouse or partner at the birth or adoption of a child will be entitled to 10 days of paid leave.

In the event the Australian Government changes arrangements for government/employer payment responsibilities for paid parental leave during the life of this agreement, ATCIS shall only be liable for any payment in addition to payment made by the government when the government amount is less than 14 weeks pay calculated at the employee's normal rate of pay.

To avoid doubt, under any government/employer paid parental leave arrangements different to those operating at the time of the commencement of this agreement, the minimum total amount payable to the employee shall not be less than 14 weeks pay calculated at the employee's normal rate of pay.

13. CAREER DEVELOPMENT, STUDY LEAVE & STUDY PAYMENT

All employees are encouraged to discuss career development opportunities with their managers to develop appropriate opportunities to enhance their careers. As a minimum, these discussions shall be a mandatory requirement of annual performance appraisals.

ATCIS shall allow employees any required leave for study purposes and shall provide reimbursement for study expenses for work related courses which have been given prior approval.

14. OCCUPATIONAL HEALTH & SAFETY

In addition to all legislated occupational health and safety requirements, ATCIS agrees to provide annual ergonomic checks on workplace equipment upon request.

15. FLEXIBILITY

- 15.1 The employer and any employee covered by this Agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the Agreement if:
- (a) the Agreement deals with arrangements about when work is performed;
 - (b) the arrangement meets the genuine needs of the employer and employee in relation to one or more of the matters mentioned above; and
 - (c) the arrangement is genuinely agreed to by the employer and employee.
- 15.2 The employer must ensure that the terms of the individual flexibility arrangement:
- (a) are about permitted matters under section 172 of the Fair Work Act 2009; and
 - (b) are not unlawful terms under section 194 of the Fair Work Act 2009; and
 - (c) result in the employee being better off overall than he/she would be if no arrangement was made.
- 15.3 The employer must ensure that the individual flexibility arrangement:
- (a) is in writing; and
 - (b) includes the name of the employer and employee; and
 - (c) is signed by the employer and employee and if the employee is under 18 years of age, signed by a parent or guardian; and
 - (d) includes details of:
 - (i) the terms of the Agreement that will be varied by the arrangement; and
 - (ii) how the arrangement will vary the effect of the terms; and

- (iii) how the employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and
 - (e) states the day on which the arrangement commences.
- 15.4 The employer must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- 15.5 The employer or employee may terminate the individual flexibility arrangement:
 - (a) by giving no more than 28 days written notice to the other party to the arrangement; or
 - (b) if the employer and employee agree in writing at any time.

16. CONSULTATION

- (1) This term applies if the employer:
 - (a) has made a definite decision to introduce a major change to production, program, organisation, structure or technology in relation to its enterprise that is likely to have a significant effect on the employees; or
 - (b) proposes to introduce a change to the regular roster or ordinary hours of work of employees.

Major change

- (2) For a major change referred to in paragraph (1)(a):
 - (a) the employer must notify the relevant employees of the decision to introduce the major change; and
 - (b) subclauses (3) to (9) apply.
- (3) The relevant employees may appoint a representative for the purposes of the procedures in this term.
- (4) If:
 - (a) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
 - (b) the employee or employees advise the employer of the identity of the representative;
 the employer must recognise the representative.
- (5) As soon as practicable after making its decision, the employer must:
 - (a) discuss with the relevant employees:
 - (i) the introduction of the change; and
 - (ii) the effect the change is likely to have on the employees; and
 - (iii) measures the employer is taking to avert or mitigate the adverse effect of the change on the employees; and
 - (b) for the purposes of the discussion--provide, in writing, to the relevant employees:
 - (i) all relevant information about the change including the nature of the change proposed; and
 - (ii) information about the expected effects of the change on the employees; and
 - (iii) any other matters likely to affect the employees.
- (6) However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.
- (7) The employer must give prompt and genuine consideration to matters raised about the major change by the relevant employees.

- (8) If a term in this agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the employer, the requirements set out in paragraph (2)(a) and subclauses (3) and (5) are taken not to apply.
- (9) In this term, a major change is *likely to have a significant effect on employees* if it results in:
- (a) the termination of the employment of employees; or
 - (b) major change to the composition, operation or size of the employer's workforce or to the skills required of employees; or
 - (c) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
 - (d) the alteration of hours of work; or
 - (e) the need to retrain employees; or
 - (f) the need to relocate employees to another workplace; or
 - (g) the restructuring of jobs.

Change to regular roster or ordinary hours of work

- (10) For a change referred to in paragraph (1)(b):
- (a) the employer must notify the relevant employees of the proposed change; and
 - (b) subclauses (11) to (15) apply.
- (11) The relevant employees may appoint a representative for the purposes of the procedures in this term.
- (12) If:
- (a) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
 - (b) the employee or employees advise the employer of the identity of the representative;
- the employer must recognise the representative.
- (13) As soon as practicable after proposing to introduce the change, the employer must:
- (a) discuss with the relevant employees the introduction of the change; and
 - (b) for the purposes of the discussion--provide to the relevant employees:
 - (i) all relevant information about the change, including the nature of the change; and
 - (ii) information about what the employer reasonably believes will be the effects of the change on the employees; and
 - (iii) information about any other matters that the employer reasonably believes are likely to affect the employees; and
 - (c) invite the relevant employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).
- (14) However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.
- (15) The employer must give prompt and genuine consideration to matters raised about the change by the relevant employees.
- (16) In this term:
"relevant employees " means the employees who may be affected by a change referred to in subclause (1).

17. DISPUTE SETTLEMENT PROCEDURE

- 17.1 If a dispute arises about:
- this agreement,
 - the NES (including subsections 65(5) [request for flexible working arrangement] or 76(4)[extending the period of parental leave]), or
 - any other work-related matter (including a dispute about whether workplace rights have been breached);
- the parties to the dispute will attempt to resolve the dispute at the workplace level by discussions between the employee or employees and the relevant management personnel.
- 17.2 If the matter cannot be resolved at the workplace level, a party or their representative may refer the dispute to Fair Work Commission for resolution using any of its powers (including powers under section 739(4)). This includes the power to arbitrate any dispute.
- 17.3 Union members are entitled to be represented by their union at any stage of this process. All employees are entitled to be represented by any representative of their choice. ATCIS shall recognise the representative for all purposes involved with the resolution of the dispute.
- 17.4 The parties to the dispute and their representatives must act in good faith in relation to the dispute.
- 17.5 Without prejudice to either party, all work will continue in accordance with the status quo as it existed prior to the dispute while the matters in dispute are being dealt with in accordance with this clause.
- 17.6 The parties to the dispute agree to be bound by a decision made by Fair Work Australia in accordance with this term.
- 17.7 None of the above procedures shall restrict a party to a dispute (or their representative) from referring a dispute to Fair Work Commission for resolution at any stage.
- 17.8 A decision that Fair Work Commission makes when arbitrating a dispute is a decision for the purpose of Div 3 of Part 5.1 of the Act. Therefore, an appeal may be made against the decision.

18. UNION RIGHTS

18.1 FSU Workplace Representatives

Employees who have been duly appointed as FSU Workplace Representatives will be allowed reasonable and sufficient time and reasonable facilities during working hours to enable them to attend to their duties as Workplace Representative, including:

- representing members in enterprise bargaining;
- representing the interests of members to the employer and industrial tribunals;
- consulting with union members and other employees concerning enterprise agreement negotiations;
- participating in the operation of the union;
- attending union education; and
- addressing new employees about the benefits of union membership at the time that they enter employment.

18.2 Trade Union Training Leave

FSU workplace representatives shall be granted up to 5 days' leave with pay each calendar year to:

- attend trade union training, and
- attend courses conducted by an approved training provider, that are designed to provide skills and competencies that will assist the delegate or workplace representative contribute to the prompt resolution of disputes and or grievances in the workplace.

18.3 Industrial leave

Where an FSU member holds an honorary official position in the FSU, ATCIS understands that there may be additional duties which may include attendance as FSU conferences, Enterprise Council or Executive Committee meetings. Reasonable additional leave will be made available for anyone who holds an honorary official position provided it can be accommodated by ATCIS.

18.4 Rights of Entry or Access

An official of the FSU may enter ATCIS's premises, at any time, for any purpose connected to the exercise of their duties. However, nothing in this clause provides the FSU with a right to enter premises contrary to section 194(f) or (g) of the Fair Work Act.

19. REDUNDANCY

19.1 Every effort will be made to avoid employee redundancy, however, should the likelihood of redundancies arise, the following provisions will apply.

19.2 Redundancies will not occur until all reasonable alternatives for redeployment into continuing employment have been explored and no suitable alternative employment is available.

19.3 If an employee's position becomes redundant and alternative employment is accepted, a two-month trial period in the new position will be put in place. Should either the employee or ATCIS find that the employee is unsuited to the new position, the employee's service will be terminated without loss of entitlement to redundancy payments calculated to the date service actually ends.

19.4 Upon termination through redundancy, an employee shall be paid eight weeks salary in lieu of notice, plus three weeks of salary for each completed year of service, plus a pro rata payment for each completed month of service in the final year of service.

19.5 In addition to the redundancy payment outlined above, an employee shall also be paid in full any accrued entitlements to annual leave and long service leave including pro rata payment for any accrued entitlements in the final year of employment.

19.6 Employees made redundant shall be provided with an outplacement service at ATCIS's expense. Where ATCIS has given notice of termination to an employee, he/she shall be allowed up to one day's time off, without loss of pay for the purpose of seeking other employment. The time off shall be taken at times convenient to the staff member after consultation with the employer.

20. FAMILY VIOLENCE LEAVE

20.1 Staff members who are affected by family violence are entitled to ten days of paid leave for medical and legal assistance, court appearances, counselling, relocation or to make any other arrangements for the safety and security of themselves and their family.

Requests for additional leave will be determined by the staff member's situation through consultation between the staff member and his/her manager.

- 20.2 A staff member may be required to produce evidence to support the need for leave such as a medical certificate, a document issued by the police or a court, or a statutory declaration.

21. NEGOTIATION OF NEXT AGREEMENT

The parties agree to commence negotiations for the next enterprise agreement no later than 1 April 2021.

22. SIGNATORIES

Signed for and on behalf of ATCIS Pty Ltd



Chris Anderson,
ATCIS Chief Executive Officer,
4/451 Little Bourke Street, Melbourne Victoria 3000

Date: 26/06/2018

Signed for and on behalf of the Finance Sector Union of Australia



Julia Angrisano,
National Secretary, Finance Sector Union of Australia
341 Queen Street, Melbourne Victoria 3000
Authorised under rule 49 of the FSU's rules to sign industrial agreements.

Date: 28/06/2018