



## DECISION

*Fair Work Act 2009*  
s.185—Enterprise agreement

**Allianz Australia Services Pty Limited T/A Allianz**  
(AG2017/668)

### **ALLIANZ AUSTRALIA GROUP BUSINESS PARTNERSHIP AGREEMENT 2017**

Banking finance and insurance industry

COMMISSIONER GREGORY

MELBOURNE, 3 MAY 2017

*Application for approval of the Allianz Australia Group Business Partnership Agreement 2017.*

[1] An application has been made for approval of an enterprise agreement known as the *Allianz Australia Group Business Partnership Agreement 2017* (the Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (the Act). It has been made by Allianz Australia Services Pty Limited T/A Allianz. The Agreement is a single enterprise agreement.

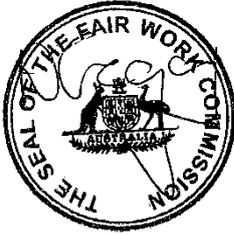
[2] The Applicant has provided written undertakings. A copy of the undertakings is attached in Annexure A. I am satisfied that the undertakings will not cause financial detriment to any employee covered by the Agreement and that the undertakings will not result in substantial changes to the Agreement.

[3] Subject to the undertakings referred to above, I am satisfied that each of the requirements of ss.186, 187, 188 and 190 as are relevant to this application for approval have been met.

[4] Pursuant to s.205(2) of the Act, the model consultation term prescribed by the *Fair Work Regulations 2009* is taken to be a term of the Agreement.

[5] 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.

[6] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 10 May 2017. The nominal expiry date of the Agreement is 10 May 2020.



COMMISSIONER

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## Annexure A

**In the Fair Work Commission****Matter No.** AG2017/668**Applicant:** Allianz Australia Services Pty Limited, Ken Tame & Associates Pty Limited and Primacy Underwriting Management Pty Limited**Undertaking of Allianz Australia Services Pty Limited, Ken Tame & Associates Pty Limited and Primacy Underwriting Management Pty Limited (the Companies) pursuant to section 190 of the Fair Work Act 2009 (Cth) (the FW Act)**

The Companies hereby undertake as follows

1. In respect of clause 13, Appendix B the Adult Minimum Annual Base Salary Rates of pay will be as follows:

Classification Level	Minimum Annual Base Salary
Level 1	\$38,900
Level 2	\$42,810
Level 3	\$45,000
Level 4	\$47,250
Level 5	\$49,170
Level 6	\$55,075

2. The definitions of the terms "Non-packaged" and "Packaged" in clause 2.3 will be amended to read as follows:

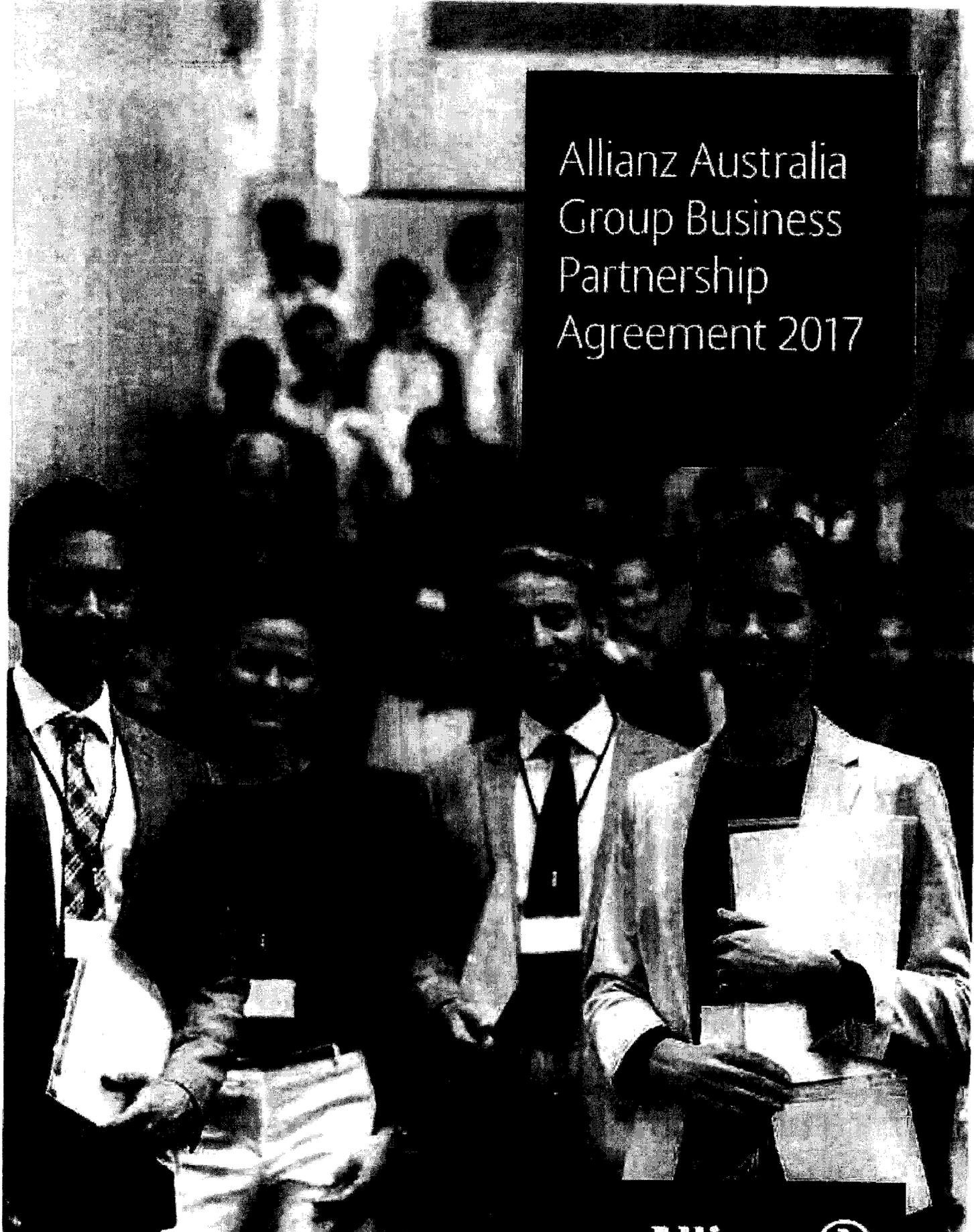
*"(r) "Non-packaged" is where an Employee is on a Total Remuneration Benefit (TRB) of \$80,000 or less per annum. The threshold of "Packaged" will increase to \$82,000 on 1 January 2018.*

*(s) "Packaged" where an Employee is where an Employee is on a Total Remuneration Benefit (TRB) of greater than \$80,000 per annum. The threshold of "Packaged" will increase to \$82,000 on 1 January 2018.*

This undertaking is signed by Tim Dawson (Chief Human Resources Officer) on behalf of Allianz Australia Services Pty Limited, Ken Tame & Associates Pty Limited and Primacy Underwriting Management Pty Limited.

Signed: 

Dated: 7 April 2017



Allianz Australia  
Group Business  
Partnership  
Agreement 2017

Note - the model consultation term is taken to be a term of this agreement and can be found at the end of the agreement.

**Allianz** 

Note - this agreement is to be read together with an undertaking given by the employer. The undertaking is taken to be a term of the agreement. A copy of it can be found at the end of the agreement.

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# 1. Introduction

## 1.1 Allianz statement

Allianz Australia is a wholly owned subsidiary of Allianz SE, offering employees and shareholders the financial strength and stability of one of the world's largest insurers and investment managers. As one of the largest general insurers in Australia, Allianz Australia employs more than 4,500 employees across sites in Australia and New Zealand.

At Allianz Australia, employees have opportunities to grow and drive their career, work with people from all different backgrounds, and bring fresh thinking to their workplace.

The Allianz Australia Group Business Partnership Agreement 2017 (Agreement) seeks to support the Company's commitment to promoting a high performance culture. By working together with employees, the Company is striving to deliver quality products and services to customers, improve financial performance and meet shareholder expectations.

This is Allianz Australia's eighth Business Partnership Agreement.

## 1.2 Diversity and inclusion

The Company is committed to building a culture of inclusive meritocracy, where both people and performance matter. We embrace the diversity of background, perspective and experience of our people because we acknowledge that we will only meet our market challenge if we have a workforce that is representative of our community.

We want our people to bring their whole selves to work and achieve the kind of work life balance that helps them perform at their best. We aim to develop an inclusive, respectful and approachable leadership to enhance business performance, leverage diversity and drive cultural change.

The Company is committed to meeting its obligations regarding Equal Employment Opportunity (EEO) and Anti-Discrimination. This Agreement does not foster discriminatory outcomes that may affect the achievement of these obligations.

The responsibility of EEO and Anti-Discrimination does not rest with one person or a committee but with every employee in the Company.

# 2. Technical matters

## 2.1 Agreement title

This Agreement shall be known as the Allianz Australia Group Business Partnership Agreement 2017.

## 2.2 Coverage, duration and award relationship

- (a) This Agreement is to cover the terms and conditions of employment for employees of Allianz Australia Services Pty Limited and the following Related Bodies Corporate: Ken Tame & Associates Pty Ltd and Primacy Underwriting Management Pty Ltd, excluding employees who continue to have their terms and conditions of employment covered by the Territory Insurance Office Collective Agreement 2014 by reason of the operation of the Act.
- (b) This Agreement is to be read and interpreted in conjunction with the Banking, Finance and Insurance Award 2010. Where there is any inconsistency between the Award and this Agreement, this Agreement shall prevail. This Agreement will apply to the exclusion of all other industrial instruments, which would otherwise have application to the employment except where specifically referred to in this Agreement.
- (c) This Agreement will commence 7 days after it has been approved by the Tribunal, as provided for in the Act and will remain in force for a period of three (3) years.
- (d) Should the parties decide to enter into a further agreement, discussions will commence six (6) months prior to the end of this Agreement.

## 2.3 Definitions

In this Agreement:

- (a) "Act" means the Fair Work Act 2009 (Cth).
- (b) "Allianz Australia" means Allianz Australia Services Pty Limited.
- (c) "Award" means Banking, Finance and Insurance Award 2010 as amended.
- (d) "Base Salary" means an Employee's annual gross pay for ordinary hours worked and the value of any salary sacrifice arrangements, excluding overtime, loadings, bonuses, allowances, annual leave loading and all employer superannuation contributions. Minimum Base Salary rates are set out in Appendix B of this Agreement.
- (e) "Base Hourly Rate of Pay" means an Employee's applicable full time Base Salary divided by 52 divided by 37.5.

- (f) "Business Unit" means a defined group of employees within the Organisation structure (i.e. team, division, department, or branch as applicable).
- (g) "Company" or "Companies" means the employers which are either Allianz Australia Services Pty Limited or the following Related Bodies Corporate, Primacy Underwriting Management Pty Limited and Ken Tame & Associates Pty Limited.
- (h) "Comparable Position" means a position that is of equal or greater work value to the employee's current position. This definition should be read in conjunction with Clause 10.2 "Redeployment and Redundancy" in this Agreement.
- (i) "CPI" means the Consumer Price Index using ABS data (6401.0) for 12 months to March Quarter each year. These figures are applied for the purpose of allowances at clause 4.12 Meal Allowance and clause 5.14 Tropical Allowance.
- (j) "Direct Manager" means direct supervisor or direct manager.
- (k) "Employee" means an employee of the Company.
- (l) "Executive Manager" means the most senior manager of an Allianz Australia business Division which includes "Chief General Manager", "Chief Operating Officer", "Chief Market Manager" and "Chief Financial Officer" or equivalent position at Ken Tame & Associates Pty Limited and Primacy Underwriting Management Pty Limited.
- (m) "FSU" means Finance Sector Union of Australia.
- (n) "Human Resources" at Allianz Australia means the Human Resources department. At Ken Tame & Associates Pty Limited and Primacy Underwriting Management Pty Limited, "Human Resources" means the manager responsible for the human resources function.
- (o) "Immediate Family" means:
- (i) a spouse, de facto partner, child, parent, grandparent, grandchild or sibling of the Employee; or
  - (ii) child, parent, grandparent, grandchild or sibling of the spouse or de facto partner of the Employee.
- For the purposes of this definition: "spouse" includes a former spouse; and "de facto partner" includes a same sex partner who lives with the Employee as a de facto and includes a former de facto partner of the Employee.
- (p) "Manager" means the leader of the Business Unit.
- (q) "Mutual Agreement" means that individuals have been fully informed of the issues under consideration, including alternatives that are available. Mutual agreement is achieved when Managers and Employees have entered into arrangements after full and open discussions.
- (r) "Non-packaged" is where an Employee is on a Total Remuneration Benefit (TRB) of \$77,070 or less per annum. The threshold of "Non-packaged" will increase to \$79,000 on 1 January 2018.
- (s) "Packaged" is where an Employee is on a Total Remuneration Benefit (TRB) of greater than \$77,070 per annum. The threshold of "Packaged" will increase to \$79,000 on 1 January 2018.
- (t) "Primary Carer" means a person who assumes the principal role of providing care and attending to a child.
- (u) "Related Bodies Corporate" means Ken Tame & Associates Pty Limited or Primacy Underwriting Management Pty Limited.
- (v) "Relocation" refers to the transfer of an Employee from one geographic location to another and does not apply to any transfer within the same metropolitan area.
- (w) "Remuneration Review" means the annual remuneration review provided for in Clause 5 of this Agreement.
- (x) "Salary Budget" for each of the Companies means the total TRB of all Employees of the respective Company who are eligible to participate in the Remuneration Review in accordance with Clause 5.4 and who have a full time equivalent TRB of less than \$180,000 per annum.
- (y) "Suitable Alternative Position" means a position that is of lower work value than the Employee's normal position that has been formally offered to an Employee in lieu of retrenchment. This definition should be read in conjunction with clause 10.2 "Redeployment and Redundancy" in this Agreement.
- (z) "Targets" mean the key targets an Employee must achieve in a particular year as agreed and documented in the Employee's Performance Review Book or equivalent.
- (aa) "Total Remuneration Benefit" (TRB) refers to total fixed remuneration inclusive of Base Salary, superannuation and annual leave loading.
- (ab) "Tribunal" means the Fair Work Commission.
- (ac) "Whole Position" means a recognised permanent position that is the subject of a role share arrangement.
- (ad) "Work Value" means the relative size of a position in terms of role evaluation criteria.
- (ae) "Year" or "Annual" means the Allianz SE reporting year (1 January to 31 December) except as provided for in section 6 "Leave".

## 2.4 Parties covered and relationship to agreements

- (a) This Agreement shall cover, or is intended to cover:
  - (i) Allianz Australia Services Pty Limited;
  - (ii) Ken Tame & Associates Pty Limited;
  - (iii) Primacy Underwriting Management Pty Limited; and
  - (iv) Employees of these Companies, excluding employees who continue to have their terms and conditions of employment covered by the Territory Insurance Office Collective Agreement 2014 by reason of the operation of the Act.

## 2.5 No extra claims

No party will pursue any extra claims in relation to matters contained in this Agreement for the duration of this Agreement.

# 3. Employment type

## 3.1 Full-time employment

Full-time Employees work 150 hours over a four (4) week period on a regular and ongoing basis, subject to the working hours arrangements contained in section 4 "Hours of Work" of this Agreement.

## 3.2 Part-time employment

- (a) At the commencement of employment, a part-time Employee will be informed in writing of the capacity in which they are engaged and be provided with details of their expected Contract Hours. Changes to a part-time Employees Contract Hours will be by mutual agreement.
- (b) Contract Hours are the hours a part-time Employee will be rostered to work over a four (4) week period. A part-time Employee's Contract Hours will be less than 150 hours over a four (4) week period. A part-time Employee must be paid a minimum of two (2) hours on each day they are at work.
- (c) There will be no restriction on the number of Employees working on a part-time basis. Any part-time arrangements shall be consistent with the spread of ordinary hours as detailed in this Agreement.
- (d) Non-packaged part-time Employees will be entitled to overtime in accordance with either clause 4.5 Overtime, Section 7 (Information Technology Division) or Section 8 (Contact Centre (Retail Distribution Division))

## 3.3 Role sharing

- (a) **Definition**

Role sharing is an arrangement whereby two or more Employees voluntarily share all of the duties and responsibilities of a Whole Position.
- (b) **Commitment to role sharing**

The Company will continue to provide Employees with access to role sharing arrangements, supporting the commitment to providing a flexible workplace where Employees can maintain an appropriate balance between work and life responsibilities.
- (c) **Guidelines**
  - (i) Due to the unique nature of each role sharing arrangement the specifications of each arrangement will be discussed and agreed and will be detailed in a written agreement between the Manager and the Employees involved.
  - (ii) An Employee engaged in a role sharing arrangement will be considered a part-time Employee. Please refer to clause 3.2 of this Agreement for a definition of part-time employment. Other terms and conditions in this Agreement that apply to part-time Employees will also apply to Employees in a role sharing arrangement.

## 3.4 Casual employment

Employment on a casual basis shall be subject to the following:

- (a) An Employee engaged on a casual basis shall be engaged by the hour and be paid an hourly rate calculated by dividing the appropriate weekly salary by 37.5 hours plus a loading of 25%. This loading shall be in lieu of all forms of paid leave including personal/carer's leave, annual leave, notice of termination, redundancy benefits and public holidays and any other attributes of full-time or part-time employment.
- (b) The maximum number of casual hours that may be worked within a Year at each of the Companies shall be no more than one and a half (1 1/2) percent of the total of full-time hours worked under this Agreement at the relevant Company.
- (c) There shall be no restriction on the number of casuals employed by the Company at any one time.
- (d) Casual Employees may work up to a maximum of ten (10) hours in any twenty-four (24) hour period.
- (e) Casual Employees shall be paid a minimum of two (2) hours work for each attendance.
- (f) To ensure that the true nature of casual employment is maintained, the Company will undertake a review of casual engagements every twelve (12) months.

### 3.5 Temporary employment

- (a) Temporary employment may be offered where the nature of the position is to provide short term temporary assistance, the duration of which shall not exceed twelve (12) months without the written approval of the Company's Chief Human Resources Officer or equivalent.
- (b) Upon engagement the terms and conditions of the employment relationship will be specified and will not be inconsistent with the terms and conditions of this Agreement.
- (c) Temporary employment may be on either a full-time or part-time basis depending upon business requirements.
- (d) The term of the engagement may be shortened by either party by the giving of two (2) weeks written notice or payment in lieu thereof.
- (e) No redundancy payment is applicable during the course of the temporary period or at the end of any temporary period of employment.

### 3.6 Performance of duties

Due to the evolving nature of the Company's business, Employees may be required to perform new duties from time to time. These new duties will be of comparable Work Value to the Employee's existing duties. The Company agrees to provide any training that it deems necessary to ensure that Employees are able to carry out all duties which may be assigned to them safely and competently. The Company will ensure that any direction given to Employees is consistent with all relevant Work Health and Safety legislation. No Employee shall hinder any other Employee from carrying out a lawful direction from the Company.

### 3.7 Individual flexibility arrangement

#### 3.7.1 Content

The Company and an Employee may agree to make an individual flexibility arrangement to vary the effect of terms of the Agreement if:

- (a) the individual flexibility arrangement deals with one or more of the following matters:
  - (i) Role sharing;
  - (ii) Home based work;
  - (iii) Career breaks;
  - (iv) Time in lieu;
  - (v) Temporary part-time work;
  - (vi) Flexible start and finish times; and
- (b) the arrangement meets the genuine needs of the Company and the Employee in relation to any of the matters mentioned in paragraph 3.7.1 (a); and

- (c) the arrangement is genuinely agreed to by the Company and the Employee.

#### 3.7.2 Terms

The Company must ensure that the terms of the individual flexibility arrangement:

- (a) are about permitted matters under section 172 of the Act; and
- (b) are not unlawful terms under section 194 of the Act; and
- (c) result in the Employee being better off overall than the Employee would be if no arrangement was made.

#### 3.7.3 Process

The Company must ensure that the individual flexibility arrangement:

- (a) is in writing; and
- (b) includes the name of the Company and the Employee; and
- (c) is signed by the Company and the Employee and if the Employee is under 18 years of age, signed by a parent or guardian of the Employee; and
- (d) includes details of:
  - (i) the terms of this 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.

The Company must give the Employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.

#### 3.7.4 Termination

The Company or the 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 Company and the Employee agree in writing – at any time.

#### 3.7.5 Cooling off period

A cooling off period of seven (7) days from the signing of an individual flexibility arrangement shall apply, during which the Company or the Employee may cancel the individual flexibility arrangement by giving 24 hours notice to the other party.

### 3.7.6 Exchange of data

The Company and the FSU will exchange data in relation to individual flexibility arrangements made under this clause.

## 3.8 Requests for flexible working arrangements

- (a) Under the National Employment Standards, an Employee may request for a change in working arrangements in the following circumstances:
- (i) the Employee is the parent, or has responsibility for the care of a child who is of school age or younger;
  - (ii) the Employee is a carer (within the meaning of the Carer Recognition Act 2010);
  - (iii) the Employee has a disability;
  - (iv) the Employee is 55 or older;
  - (v) the Employee is experiencing violence from a member of the Employee's family; or
  - (vi) the Employee provides care or support to a member of the Employee's immediate family or a member of the Employee's household, who requires care or support because the member is experiencing violence from the member's family

Note: (examples of working arrangements include: changes in hours of work, changes in patterns of work and changes in location of work.)

- (b) The Employee is not entitled to make the request unless:
- (i) for an Employee other than a casual Employee – the Employee has completed at least 12 months of continuous service with the Company immediately before making the request; or
  - (ii) the Employee is a long term casual Employee immediately before making the request and has a reasonable expectation of continuing employment with the Company on a regular and systematic basis.
- (c) The request must be in writing and set out the details of the change sought and reasons for the change.
- (d) The Company will give the Employee a written response to the request within 21 days, stating whether the request is granted or refused.
- (e) The Company may refuse the request only on reasonable business grounds.
- (f) If the Company refuses the request, the written response must include the reasons for the refusal.
- (g) Any dispute under this clause will be dealt with under Clause 9, Dispute Resolution Procedure.

## 4. Hours of work

Section 4, hours of work, does not apply to:

- those Employees working within the Information Technology Division as their hours of work are dealt with in section 7 of this Agreement; and
- those Retail Distribution Division Employees working within the Contact Centre as their hours of work are dealt with in section 8 of this Agreement

except for clauses 4.9, 4.10, 4.11 and 4.12.

### 4.1 Spread of hours

The spread of hours for Employees is between 7.00am and 9.00pm, Monday to Sunday.

#### 4.1.1 Spread of hours flexibility

- (a) Business Unit Managers shall determine the core hours for that Business Unit taking into account different operational requirements. These core hours will be communicated to new Employees on commencement. A Manager and Employee may then determine the most suitable working pattern for that Employee, taking into account the needs of customers, the business requirements and the Employee's personal commitments.
- (b) If there is a need to vary an Employee's pattern of hours, the work pattern may be altered by mutual agreement for one or more periods of time in accordance with Clause 4.2.2(b). This flexibility allows management and Employees the ability to determine appropriate work patterns considering both business and personal needs.

### 4.2 Pattern of hours

#### 4.2.1 Mutual agreement

- (a) The pattern of hours and number of days to be worked by an Employee will be determined through Mutual Agreement between the Employee and their Direct Manager. The following steps will be taken in order to reach Mutual Agreement:
- (i) Employees will be asked to indicate their preferences for working hours. This may be achieved through individual discussion, group discussion or both, during which individual Employees' work schedule requirements and preferences will be determined.
  - (ii) In the process of determining the Employee's agreed pattern of hours, the following issues will be taken into account:
    - a) The business requirements of the operation;

- b) The Employee's family and personal commitments;
- c) Any safety issues; and
- d) The Employee's preferred pattern of working hours.

#### 4.2.2 Varying the established pattern of hours

- (a) Managers and Employees may make temporary or long term changes to working hours as a result of the Company's business needs or operational requirements, or the personal circumstances of the Employee. Previously agreed patterns of hours can only be varied by Mutual Agreement between the Employee and the Manager. The Company will consult with affected Employees and their representatives, if any, in accordance with clause 4.2.3 before making any change to their pattern of work.
- (b) Changes may be made either before or within any given cycle. Where practical, requests to vary the established pattern of hours should be made at least 24 hours in advance.
- (c) An Employee will be notified at least one (1) week in advance of the date of effect of the new arrangements.

#### 4.2.3 Consultation

When consulting with affected Employees and their representatives, if any, regarding proposed changes to their regular roster or ordinary hours of work, the Company will:

- (a) provide to the Employee or Employees affected and their representatives, if any, information about the proposed change;
- (b) invite the Employee or Employees affected and their representatives, if any, to give their views about the impact of the proposed change; and
- (c) give consideration to any views about the impact of the proposed change that are given by the Employee or Employees concerned and/or their representatives.

#### 4.2.4 Resolution of differences

- (a) Managers and Employees who experience difficulty in resolving differences regarding working hours are encouraged to discuss their concerns with Human Resources. Human Resources will encourage and assist the Employee(s) and Manager to reach Mutual Agreement.
- (b) In circumstances where an Employee and a Manager cannot reach Mutual Agreement on a pattern of hours, the issue(s) will be referred to the Company's Chief Human Resources Officer or equivalent.
- (c) If the issues remain unresolved, the Dispute Resolution Procedure in section 9 will apply.

### 4.3 Recording of hours

- (a) The recording of hours will operate on a system of reporting by exception. This means an Employee will be paid their standard weekly hours, unless the Employee submits an exception report (e.g. a leave form) which will detail the variance to their standard week.
- (b) Because of the nature of certain work categories and arrangements it will not be possible for Employees working under the following arrangements to report by exception:
  - (i) Home based work
  - (ii) Casual employment
- (c) Due to the evolving nature of the Company's business, other mechanisms to record hours and performance may be required in the future. If required, the Company will ensure appropriate consultation with Employees before any changes are made.

### 4.4 Working hours arrangements

There are two types of working hours arrangements for full-time Employees in Non-packaged positions at the Company. These are Ordinary Hours and Self-Managed Work (SMW).

#### 4.4.1 Ordinary hours

- (a) Full-time Employees ordinary working hours, exclusive of meal times, shall not exceed 150 hours per four (4) week period.
- (b) The ordinary working hours for part-time Employees will be their Contract Hours
- (c) A maximum of ten (10) ordinary hours may be worked in any twenty-four (24) hour period.
- (d) Employees shall not be obliged to work more than five (5) days out of each seven (7) day week within their ordinary working hours.

#### 4.4.2 Self-managed work

Packaged, temporary, part-time and casual Employees are not eligible to participate in the Self-Managed Work (SMW) arrangement. Only Non-packaged, full-time permanent Employees are eligible to participate in SMW.

SMW supports the Company's aim to build a high performance culture through the achievement of high performance targets. Under SMW the Employee works the hours necessary to complete a particular role or project. By entering into this arrangement with the Company, the Employee accepts that all hours worked in excess of Ordinary Hours during the year will be completely offset by the twelve (12) Productivity Days. However, no Employee will be permitted to work more than ten (10) hours in any day. The Employee and their Manager will discuss and record estimates of additional hours in excess of Ordinary Hours, required to

achieve their high performance targets prior to entering into a SMW arrangement.

(a) Conditions of SMW arrangements

- (i) The SMW year runs from 1 January to 31 December of each year.
- (ii) If an Employee achieves their specified high performance targets for each month they will be allowed one (1) day leave per month, to a maximum of twelve (12) days per annum, to be known as Productivity Days, which may be taken at any time during the SMW year upon approval by the Manager.
- (iii) Entitlement to Productivity Days is contingent upon the Employee reaching agreed performance and productivity standards as determined for the Business Unit.
- (iv) Employees working under SMW are not eligible for overtime payments. Any hours worked which would have, under any other arrangement, attracted an overtime payment or associated allowance, will not attract such payments or allowances under this arrangement.
- (v) Managers will not unreasonably withhold their agreement to the Employee's request to utilise their Productivity Days.
- (vi) To minimise the impact on the Company's operations, Productivity Days should be taken regularly during the SMW year. No more than five (5) consecutive Productivity Days can be taken together.
- (vii) Productivity Days do not accrue from year to year and should be taken by the end of the SMW year in which they accrue. Any Productivity Days which are not used during the relevant SMW year shall be paid out at ordinary rates at the conclusion of that year. Productivity Days will not be paid out at any other time during the SMW year.
- (viii) Where a substantial number of Employees in a team are engaged in SMW, a Packaged Employee in the same position as the rest of the team may apply to enter into a SMW arrangement, subject to agreement of the relevant General Manager or equivalent.

(b) Application process

- (i) All eligible Employees are required to submit an application to work under SMW arrangements each year. In consideration of changing business requirements, applications to work under SMW must be resubmitted each year whether or not the Employee has previously been accepted for SMW arrangements.

(c) Exclusion from SMW arrangements

- (i) An Employee may elect to be exempt from SMW arrangements by giving two (2) weeks' notice in writing to the Manager and therefore revert to Ordinary Hours.
- (ii) If an Employee who works under this arrangement does not meet the required performance standards then the Manager will have the discretion to exclude the Employee from further participation in this work arrangement by giving the Employee two (2) weeks notice in writing. Prior to terminating the arrangement with the Employee, the Manager will ensure that appropriate counselling and feedback is given to the Employee to assist them in achieving the desired level of improvement.

(d) Suspension of SMW arrangements

In extraordinary circumstances, an Executive Manager may approve a temporary suspension of SMW in order to meet critical business needs. In these circumstances affected Employees will be informed of the period of time and the reasons for the temporary suspension. Those Employees will revert to Ordinary Hours and will be entitled to payment for any approved overtime worked for that period.

(e) Resolution of differences

Any differences that arise as a result of Employees moving to or from these arrangements will be dealt with through the agreed Dispute Resolution Procedure in Section 9. If the difference is not settled to the Employee's satisfaction at the conclusion of that process, the Employee may choose to revert to Ordinary Hours arrangements by giving two (2) weeks' notice in writing to their Manager.

(f) Training

Information regarding the operation of the Company's hours of work arrangements, particularly the arrangements relating to SMW will be provided to Managers and Employees via the Company intranet or equivalent.

## 4.5 Overtime

- (a) This clause applies to Non-Packaged Employees only and excludes Employees working under Self Managed Work Arrangements and all Employees covered by overtime provisions contained in Section 7 Information Technology Division or Section 8 Contact Centre (Retail Distribution Division).
- (b) Overtime will apply where an Employee is directed to work by the Company:
  - (i) outside the Spread of Hours prescribed in Clause 4.1, or

- (ii) in excess of the Ordinary Hours prescribed in Clause 4.4.1, or
  - (iii) in excess of a part-time Employee's Contract Hours.
- (c) Payment for overtime will be at the rate of time and one half for the first two (2) hours and double time thereafter except for Employees working under specific arrangements as detailed in this Agreement. All overtime will be calculated on an Employee's Base Hourly Rate of Pay. In computing overtime, each day's work shall stand alone.
  - (d) Where an Employee may be eligible to receive payment for overtime in accordance with both 4.5(b)(i) and (ii) above, the Employee will be entitled to be paid the most beneficial payment. The hours worked by the Employee will only be counted once for the purposes of calculating the overtime payment. The rates and loadings are not cumulative. An Employee may refuse to work overtime as directed by the Company where the direction is unreasonable or the refusal is reasonable.
  - (e) An Employee who works successive days must be provided with at least 10 consecutive hours off between finishing one shift and commencing the next work shift. The Employee will be entitled to be absent for those 10 consecutive hours without loss of pay for any ordinary working time scheduled during such absence.
  - (f) If on the instruction of the Company the Employee is required to resume or continue work without having had 10 hours consecutive off duty they must be paid at double time until they are released from duty for such period. The Employee will then be entitled to be absent until they have had 10 hours consecutive off duty without loss of pay for any time scheduled during such absence.

#### 4.6 Time off in lieu

- (a) Employees may elect, with agreement from their Manager, to take time off in lieu of any payment for overtime pursuant to clause 4.5 Overtime of the Agreement on an hour for hour basis at a time or times agreed with their Manager.
- (b) Alternatively, by agreement with their Manager, the Employee may elect to be paid at ordinary rates for the time worked and take time off at the rate of:
  - (i) one half hour for each hour of overtime worked when time and one half would otherwise apply or;
  - (ii) one hour for each hour of overtime worked when double time would otherwise apply.
- (c) If an Employee has not taken time off in lieu accrued under this section within four (4) weeks and they request payment they must be paid for overtime work at the overtime rates provided in clause 4.5 Overtime.

#### 4.7 Evening work

This clause 4.7 applies to full-time and part-time Employees in Non-packaged positions, excluding Employees working under Self Managed Work arrangements:

- (a) Where an Employee is required to work part of their ordinary hours or part-time Contract Hours between 6.00pm and 9.00pm on a Monday to Friday, they will receive a 50% loading for all hours worked during that period calculated on an Employee's Base Hourly Rate of Pay. If the Employee is not required to work until 9:00pm, the Employee will be paid a loading of 50% on the last three (3) hours worked calculated on the Employee's Base Hourly Rate of Pay.
- (b) Any hours worked in accordance with clause 4.7(a) above will not be counted for the purposes of calculating overtime or time off in lieu. The additional payment for work between these hours is in lieu of and not in addition to the payment of overtime in clause 4.5 and time in lieu in clause 4.6 of this Agreement. Rates and loadings are not cumulative.

#### 4.8 Weekend work

This clause 4.8 applies to full-time and part-time Employees in Non-packaged positions, excluding Employees working under Self Managed Work arrangements:

- (a) When an Employee is directed to work on a Saturday or a Sunday, such work will be paid at the rate of double time for all hours worked with a minimum payment for three (3) hours work calculated on an Employee's Base Hourly Rate of Pay.
- (b) Employees may agree, on a voluntary basis, to work part of their ordinary hours or part-time Contract Hours on either Saturday or Sunday. Any work performed on this basis will require the approval of the Manager. If an Employee is working their ordinary hours or Contract Hours on a Saturday, they will be paid ordinary rates for any hours worked between 7.00am and Noon on a Saturday. All hours worked after Noon on a Saturday will be paid at the rate of double time calculated on an Employee's Base Hourly Rate of Pay. All hours worked on a Sunday will be paid at the rate of double time calculated on an Employee's Base Hourly Rate of Pay with a minimum payment for three (3) hours work. Any hours worked after Noon on a Saturday or on a Sunday will not be counted for the purposes of calculating overtime or time off in lieu. The additional payment for work on a Saturday and Sunday is in lieu of and not in addition to the payment of overtime in clause 4.5 and time in lieu in clause 4.6 of this Agreement. Rates and loadings are not cumulative.

## 4.9 Public holidays and Diversity Days

- (a) An Employee (excluding casual Employees) may, with prior approval from their Manager, take a Diversity Day. At the Company, a Diversity Day is the substitution of a Bank Holiday or non-national public holiday for another day that is recognised as a religious holiday. If substitution is agreed for the recognition of a religious holiday, an Employee will be excluded from accessing the conditions set out in clause 4.9(d)(i) below.
- (b) An Employee may be requested to work on a public holiday. An Employee must comply with the request to work on a public holiday unless to do so would not be reasonable in the circumstances taking into account the needs of the business and the Employee's circumstances.
- (c) In the first instance, the Company will call for volunteers to work on public holidays, where required, and only where the voluntary response does not meet its reasonable needs will the Company request the Employee to work on a public holiday in accordance with this clause.
- (d) If an Employee is required to, and does, work on a public holiday or a Diversity Day, the Employee shall be paid at their normal pay for their Ordinary Hours of work, plus either:
  - (i) time and one half for the actual hours worked calculated on an Employee's Base Hourly Rate of Pay. The Employee will receive a minimum payment of four (4) hours for such work, provided the Employee is available to work for four (4) hours; or
  - (ii) subject to agreement between the Employee and their Manager, the Employee may take equivalent time off in lieu, on an hour for hour basis, without loss of pay, for work performed on the public holiday or Diversity Day. In such circumstance the Employee will not be entitled to additional payment in accordance with 4.9(d)(i) above.
- (e) To the extent of any inconsistency, the terms of clause 8.6 will prevail over the terms of this clause 4.9 in relation to Retail Distribution Division Employees working within the Contact Centre.

## 4.10 Safety

- (a) It is important that all Employees are able to travel to and from work in safety and Managers and Employees should consider the safety implications of work outside normal business hours.
- (b) In the process of determining the Employee's agreed pattern of hours the Employee and the Manager will consider safety issues. In resolving any potential safety issues relating to travelling to or from work the

Manager and Employee may consider any cost-effective alternative arrangement which meets the requirements of the Company and the needs of the Employee.

- (c) Possible alternative arrangements might include:
  - (i) Organisation of car-pools;
  - (ii) Provision of safe parking for Employees' vehicles;
  - (iii) Reimbursement for privately organised travel costs;
  - (iv) Taxis or ride-share provided by the Company for all or part of the journey, shared where possible.

## 4.11 Home based work

In continuing this work arrangement the Company aims to ensure that its business requirements are met, while at the same time providing for a flexible arrangement which may assist Employees in balancing personal and work commitments.

Arrangements for home based work are subject to mutual agreement by the Employee and their Manager.

### 4.11.1 Suitability

In entering into a home based work arrangement the Company will need to consider the suitability of the position for home based work by determining:

- (a) Whether there is sufficient opportunity for exchange of ideas and social interaction with other employees;
- (b) How best to ensure a regular information exchange through newsletters, electronic mail messages etc; and
- (c) The suitability of the employee's domestic work environment.

### 4.11.2 Conditions

Employees undertaking home based work are entitled to all the provisions in this Agreement for which they would normally be eligible.

## 4.12 Meal allowance

- (a) An Employee who works more than two (2) hours of overtime on a weekday is entitled to be paid a meal allowance.
- (b) An Employee who works more than five (5) hours overtime on a Saturday, Sunday or public holiday is entitled to be paid a meal allowance.
- (c) The rate of meal allowance is \$16.63, indexed each year in relation to the "Meals and Take-out Food" component of CPI.

# 5. Remuneration and benefits

Notwithstanding anything in this section, under no circumstances will any Employee be paid less than the minimum rate of pay under the Award, including any minimum adjustment determined by the Tribunal during the term of this Agreement. The Base Salary and Classification Structure of this Agreement are referenced at Appendix B.

The Company is committed to an integrated remuneration program that, through a pay for performance based remuneration structure and incentive arrangements, will support the Company's strategic objectives.

## 5.1 Remuneration Review process

- (a) An eligible Employee's remuneration arrangements (including TRB) will be reviewed during a Remuneration Review. All Remuneration Reviews are based upon performance however, the Company may have regard to any matter in its absolute direction in undertaking a Remuneration Review. A Remuneration Review will not necessarily lead to an increase in TRB or remuneration. Any increases in remuneration will be made as either a percentage of TRB or as a one-off discretionary payment.
- (b) Remuneration increases will be determined by assessment of:
  - (i) Individual Performance  
The Remuneration Review allows Managers an opportunity to compare the performance of each of their Employees against individual targets and competencies. The Manager uses the results from the previous performance year as a platform for assessing the relative value of an individual's contribution.
  - (ii) Internal and External Relativities  
The Remuneration Review ensures that there is an overview of remuneration across the organisation based on external and internal relativities.
  - (iii) Date of the Employee's Last Remuneration Increase  
The length of time since the Employee's last increase in remuneration (which could include an increase to TRB or a one-off discretionary payment) will be considered as part of the Remuneration Review. Where an Employee has not received an increase in remuneration for two (2) consecutive years the Company will undertake a specific review of the individual Employee's remuneration, performance and any other contributing factors as determined by the Company.

- (iv) Business Unit Performance

The overall performance of an Employee's Business Unit will be considered by the Company during the Remuneration Review.

## 5.2 Remuneration Review principles

- (a) The following principles will apply for the purposes of a Remuneration Review:
  - (i) An Employee's TRB will be reviewed annually;
  - (ii) Managers will explain to Employees the link between their performance and their Remuneration Review outcome;
  - (iii) Employees will be provided with written notification advising them of the outcome of their Remuneration Review (including any increase to TRB or one-off discretionary payments);
  - (iv) Employees on extended leave (excluding career breaks) at the time of the Remuneration Review will also have their TRB reviewed at the time of the Remuneration Review.

## 5.3 Minimum Remuneration Review pool

- (a) Each of the Companies will specify a minimum Remuneration Review pool of funds which will be made available for each Remuneration Review and be used for the purpose of paying any increases in TRB or one-off payment referred to in this clause 5.
- (b) Over the course of this Agreement, for the calendar years commencing January 2017, 2018 and 2019, the pool of funds referred to in clause 5.3(a) above will be either:
  - (i) for employees earning a full time equivalent TRB of less than \$180,000 per annum: 2.5% of the respective Company's Salary Budget; and
  - (ii) for employees earning a full time equivalent TRB of \$180,000 or more per annum: an amount determined annually by the Board of the respective Company with reference to the factors set out in clause 5.3(c) below.
- (c) In determining whether additional funds will be made available for the purposes of the Remuneration Review the Company will consider:
  - (i) Company performance and affordability;
  - (ii) Budget objectives; and
  - (iii) Market movement in remuneration.
- (d) Any increase to the minimum Remuneration Review pool of funds referred to in clause 5.3 (b)(i) will require Board approval.

- (e) Remuneration Reviews will be conducted annually during the term of the Agreement and will be timed to take effect from the first pay period in January each year during the term of the Agreement.

#### 5.4 Remuneration Review participation eligibility

- (a) An Employee who receives a performance rating of "Good" (or equivalent) or higher will be eligible to participate in the Remuneration Review process.
- (b) An Employee who receives a performance rating of "Developing" (or equivalent) may be eligible to participate in the Remuneration Review process if they have been in their current position for 12 months or less and they are nominated by the Company to be developing in their role.
- (c) An Employee who commenced their employment after 1 October of the preceding year will not be eligible to participate in the Remuneration Review process unless advised otherwise by the Company.
- (d) An Employee who has received a remuneration increase, which includes an increase to TRB or a one-off payment, after 1 October of the preceding year, other than as a result of a promotion, will not be eligible to participate in the Remuneration Review process.
- (e) An Employee who receives a remuneration increase as the result of a promotion after 1 October of the preceding year will be eligible to participate in the Remuneration Review, unless their remuneration increase included a component to reflect the subsequent Remuneration Review.
- (f) An Employee on a documented performance counselling process at the time of the Remuneration Review will not be eligible to receive an increase in TRB or a one-off discretionary payment.
- (g) Performance related one-off discretionary payments are an important aspect of the Remuneration Review process. In some circumstances these payments are used to reward Employees in lieu of an increase to TRB.
- (h) All Employees' remuneration will be reviewed annually to ensure Base Salary is at least equivalent to the amounts set out in Appendix B to this Agreement, irrespective of whether the Employee is eligible to participate in the Remuneration Review process.

#### 5.5 Remuneration Review pool information

The Company will provide information in relation to the distribution of the minimum Remuneration Review pool of funds under clause 5.3(b)(i), including the number of Employees and distribution of performance ratings to the FSU.

### 5.6 Reward and recognition

#### 5.6.1 Recognising Excellence – Employee Recognition Scheme

A discretionary Business Unit reward and recognition program will continue to recognise high performance at an individual and team level. The recognition will not be monetary, and may include, for example, small tokens of appreciation by Managers such as the provision of movie tickets, gift vouchers or a team function.

#### 5.6.2 Rewarding Through Opportunity

All Employees have access to opportunities based on their achievement and capability.

### 5.7 Performance objectives and review

- (a) Performance objectives and competencies will be fair and reasonable.
- (b) Performance objectives should be set following discussions between a Manager and Employee and may be varied following further discussion. The Company retains the right to set and vary performance objectives to meet reasonable business needs.
- (c) The performance review will be transparent and based on both performance objectives and competencies.
- (d) The Company will take into consideration the impact of relevant market factors when assessing performance against agreed performance objectives.

### 5.8 Superannuation

- (a) The Company will make superannuation contributions on behalf of its employees into a complying superannuation fund.
- (b) Employees may nominate a superannuation fund of their choice, provided that the fund nominated by the Employee complies with all applicable legislation.
- (c) The Company recognises some of the funds to be considered by Employees are:
  - (i) Aon Master Trust (Default Fund);
  - (ii) Australian Super Finsuper Division (Industry Fund).
- (d) If an employee does not choose a fund, contributions will be made into the Default Fund.
- (e) The Company will make available, to each new employee, information relating to both the Default Fund and the Industry Fund.
- (f) The value of the superannuation contributions that the Company will make will be calculated in accordance with the Superannuation Guarantee (Administration) Act 1992 (Cth).
- (g) Employees are permitted to make additional voluntary contributions if they so choose. The Company will

match the Employees own pre or post tax voluntary contributions, provided they are processed via the Company payroll, to a maximum of \$500 per calendar year. The Company will review the matching amount in January of each year for the life of the Agreement, taking into consideration the annual CPI increase. This amount will be paid in January of the following year or on termination of employment. If the Employee does not make any voluntary contributions, then that Employee will not be entitled to additional benefits other than the contributions made in clause 5.8 (f) above.

- (h) The Company will make superannuation contributions on the paid parental leave provided for by the Company in clauses 6.10.2 and 6.10.3 of this Agreement.
- (i) The current Default Fund offers a MySuper product.

## 5.9 Referral services

- (a) The Company will make available, at no cost to Employees, access to information and advice on childcare, vacation care and elder care.
- (b) The Company will also make available, at no cost to Employees, access to confidential counselling services provided via an Employee Assistance Program (EAP).
- (c) All permanent Employees will be able to access these services as needed.

## 5.10 Financial assistance for relocation

- (a) Where the Company initiates a transfer of an Employee and the Employee is required to change their place of residence, then the Company will (subject to the production of appropriate supporting documentation) reimburse the Employee for:
  - (i) All pre-approved reasonable costs and fares incurred in transporting the Employee and members of their household from the previous place of residence to the new place of residence.
  - (ii) All pre-approved reasonable costs incurred in moving the Employee's furniture, furnishing and household items to the Employee's new place of residence including packing, transport and insurance. In addition the Company will reimburse the Employee for all reasonable furniture storage costs and insurance for a period not exceeding three months from the date of the transfer.
  - (iii) For three months after the transfer the Company will reimburse the cost of temporary accommodation for the transferred Employee. Where the Employee is still liable for the cost of their previous accommodation during the three month period then the Company will reimburse the employee for the full cost of temporary accommodation for the three months period or part of it. Where the Employee is not liable for the

cost of their previous accommodation then the Company will reimburse the Employee for the additional cost of temporary accommodation. The additional cost is the difference between the cost of the temporary accommodation and the previous accommodation including rent or the interest, insurance and rates for owned premises.

- (iv) Any pre-approved legal and statutory charges and real estate agents commission involved in the sale and purchase of the Employee's principal residence.
  - (v) Any pre-approved costs actually incurred by the Employee resulting from the necessity to buy new school uniforms, refit curtains, alter plumbing, or electricity outlets or otherwise unavoidable costs directly attributable to the Employee's transfer provided that such costs do not exceed \$1,235.
- (b) In addition to the allowances above the Company will provide the transferred Employee with paid time as agreed with the Company to travel and locate accommodation at the new work location.
  - (c) The Company will consider each claim for reimbursement on its merits with reference to the prevailing circumstances relating to the departure of the Employee and in the interests of ensuring fairness and equity for both the Company and the Employee concerned.
  - (d) Where an Employee is assisted financially by the Company to relocate to another work location and within twelve (12) months of relocating either resigns from the Company or elects to return to the original work location (for reasons other than domestic or pressing necessity), the Company reserves the right to recover up to 50% of the relocation costs paid by the Company to the employee.
  - (e) Domestic or pressing necessity for the purposes of this clause includes (but is not limited to) the illness of the Employee or one of their family members, a death in the family, pregnancy of the Employee or their partner, or other pressing personal circumstances that were not contemplated by the Company or the Employee concerned at the time of the transfer.

## 5.11 Travel ticket loans

In order to assist Employees with purchasing annual or half-yearly travel tickets for travel to and from work, the Company will allow Employees to apply for an interest free travel ticket loan.

## 5.12 Workers compensation pay

Where an Employee sustains an injury which qualifies the employee for compensation under the relevant workers' compensation legislation, the Company will continue to pay

the employee their salary, as defined by relevant workers' compensation legislation, for a maximum period of 13 weeks whilst they are incapacitated as a result of the injury. Thereafter, the Company will make such salary payments to the Employee as are required to comply with relevant workers' compensation legislation whilst they remain incapacitated as a result of the injury.

### 5.13 Kilometre reimbursement

Where an Employee is required to use their own vehicle in the course of Company business on an ad hoc basis then the Employee will be reimbursed an amount of 79.68 cents per kilometre travelled. This rate will be reviewed in line with the relevant Australian Taxation Office information and may be adjusted from time to time.

### 5.14 Tropical allowance

Employees employed in and North of Rockhampton shall be paid a tropical allowance of \$637 per annum. The tropical allowance payable will be adjusted annually in line with increases to the CPI.

### 5.15 Excess fares and travelling time allowance

- (a) Employees required to work at a location other than their usual place of employment will be compensated for the cost of any additional fares incurred in travelling to and from the temporary location.
- (b) In addition, Employees must be paid at their ordinary rate of pay for the additional time spent travelling to and from the temporary location where the additional time spent exceeds 30 minutes each way travelling by the most convenient mode of transport.

## 6. Leave

### Definition

For the purposes of this section "year" shall mean the anniversary of the employee's commencement date with the Company.

### 6.1 Annual leave

- (a) Annual leave applies to Employees other than casual Employees and will be provided for as per the National Employment Standards set out in the Act.
- (b) The annual leave entitlement for full-time Employees is four (4) weeks paid leave per year of service. Part-time Employees will receive a pro-rata entitlement of paid annual leave for each year of service. An Employee's entitlement to paid annual leave accrues during a year of service.
- (c) In the interests of health and wellbeing, Employees are encouraged to take their full annual leave entitlement each year.

- (d) An Employee will be paid during their leave by bank transfer on the normal pay day. However, an Employee with approved leave of more than one week may request payment of leave in advance for the entire period of leave. This request must be made a minimum of two weeks prior to the date of the leave.

### 6.2 Long service leave

- (a) Entitlement to long service leave is set out in Appendix A of this Agreement.
- (b) Employees may take long service leave on a pro-rata basis after seven years of continuous service.
- (c) An Employee's long service leave entitlement must be taken within two (2) years of becoming due after fifteen (15) years' service.

### 6.3 Cashing out of annual leave and long service leave

In order to provide employees with maximum flexibility in relation to their accrued entitlements the Company offers the following provisions.

#### 6.3.1 Annual leave

- (a) Full-time and part-time Employees who have annual leave credits in excess of four (4) weeks' may elect in writing once in every twelve (12) month period to be paid out the equivalent cash value of all or part of the annual leave credit in excess of four (4) weeks.
- (b) The cash value of the annual leave credit is calculated by reference to the Employee's Base Salary plus annual leave loading at the time of the payment.
- (c) The payment will be made to the Employee as a lump sum through their fortnightly pay less appropriate PAYG tax.
- (d) No Employee is under any obligation to take advantage of this option.
- (e) Under no circumstances will Employees with less than four (4) weeks' annual leave be paid out the value of the annual leave credit except in the event of termination of employment with the Company.

#### 6.3.2 Long service leave

- (a) In States or Territories where the cash out of long service leave is permitted, Employees who have an entitlement to long service leave may elect once in every twelve (12) month period to be paid out the equivalent cash value of all or part of the entitled long service leave.
- (b) Pro-rata long service leave for Employees with less than 10 years' service cannot be cashed out.
- (c) The cash value of the long service leave payment (where cash out is permitted from (a) above) is

calculated by reference to the Employee's salary at the time of the payment.

- (d) The cash out payment will be made to the Employee as a lump sum through their fortnightly pay less appropriate PAYG tax.
- (e) No Employee is under any obligation to take advantage of this cash out option.

## 6.4 Personal/carer's leave

- (a) Employees, other than casual Employees, will be entitled to paid personal/carer's leave in accordance with the National Employment Standards set out in the Act.
- (b) Paid personal/carer's leave is available to an Employee, other than a casual Employee, when they are absent due to:
  - (i) personal illness or injury, which may be referred to as sick leave;
  - (ii) to provide care or support to a member of the Employee's Immediate Family or a member of the Employee's household, who requires support because of a personal illness or personal injury or an unexpected emergency, which may be referred to as carer's leave.
- (c) The amount of paid personal/carer's leave to which a full-time Employee is entitled depends on how long they have worked for the Company and accrues as follows:

Length of time worked for the Company	Personal/carer's leave (days per annum)
1st year of employment	10
2nd year of employment	10
3rd and subsequent years of employment	12

- (d) Part-time Employees will accrue paid personal/carer's leave on a pro-rata basis based on their hours of work.

## 6.5 Compassionate leave

Employees will be entitled to up to two (2) days' compassionate leave in accordance with the National Employment Standards set out in the Act without loss of pay upon the production of satisfactory documentary evidence on each occasion when a member of their Immediate Family or a member of their household:

- (a) contracts or develops a personal illness that poses a serious threat to his or her life; or
- (b) sustains a personal injury that poses a serious threat to his or her life; or
- (c) dies.

## 6.6 Family and emergency leave

- (a) Employees, other than casual Employees, are entitled to up to two (2) days' paid family and emergency leave per year of service. Family and emergency leave is in addition to any other form of leave available to an Employee (for example, in addition to personal/carer's leave).
- (b) Family and emergency leave is available to an Employee in the following circumstances:
  - (i) to care for a financially or otherwise dependent Immediate Family member who requires care due to a personal illness or injury affecting that Immediate Family member; and
  - (ii) to respond to an emergency or an unforeseen circumstance that may arise in the Employee's personal or domestic circumstances.
- (c) Family and emergency leave is also available to an Employee in the following circumstances where, in the Company's reasonable opinion, the Employee has no other more appropriate form of leave available to be taken for such a purpose:
  - (i) where an Employee requires additional leave to attend a specialist medical appointment that is not able to be made outside of working hours; or
  - (ii) where an Employee requires additional leave for compassionate leave purposes.
- (d) An Employee who has given notice of taking family and emergency leave must also provide the Company with satisfactory evidence to support the absence.
- (e) Family and emergency leave may be taken in half days or as a full day. Family and emergency leave is not cumulative from year to year and will not be paid out to an Employee on termination of employment.

## 6.7 Volunteer leave

- (a) All Employees, excluding casuals, may be granted paid volunteer leave of up to one day per year to attend a recognised community based service activity.
- (b) Volunteer leave may be taken as either one whole day or two half days. It does not accrue from year to year and will not be paid out on termination.
- (c) Employees must provide at least two weeks' notice of their intention to take volunteer leave.
- (d) Volunteer leave will only be granted for activities that could not reasonably be accommodated outside business hours and if business requirements can be met.

## 6.8 Community service leave

- (a) Full-time and part-time Employees will be provided with community service leave in accordance with the National Employment Standards set out in the Act.

- (b) Community service leave will not accrue from year to year and will not be paid out on termination.
- (c) If requested an Employee must provide evidence to the satisfaction of the Company of the need to take community service leave. Evidence may include but is not limited to a statutory declaration.
- (d) In order to take community service leave an Employee must gain prior approval from their Manager and must be able to demonstrate that the need is reasonable and that business requirements can be met.

## 6.9 Jury service

- (a) Full-time or part-time Employees who are called upon to attend court as a member of a jury will be granted leave for that purpose without loss of pay for the duration of the jury service, less any payment that is paid or payable to the Employee in respect of jury service (excluding any expense related allowances e.g. meal or travel).
- (b) The Employee must provide the Company with evidence of the payments that have been paid or are payable to the Employee for jury service. The Employee will not be entitled to payment for jury service by the Company if they fail to provide this evidence.

## 6.10 Parental leave

- (a) Subject to the terms of this clause, Employees are entitled to Parental Leave (which may include Maternity Leave, Paternity Leave or Adoption Leave) in connection with the birth or adoption of a child. Employees will be entitled to unpaid parental leave in accordance with the National Employment Standards set out in the Act.
- (b) Parental Leave, whether Unpaid Basic Entitlement or Paid Parental Leave (for the Primary Carer or Non Primary Carer), cannot be taken at the same time as an Employee's spouse or de facto taking this type of parental leave. The only exception is a period of 8 weeks' concurrent leave during which time parental leave can be taken by both parents simultaneously.

### 6.10.1 Unpaid basic entitlement

- (a) After twelve (12) months continuous service, an Employee is entitled to parental leave if the leave is associated with:
  - (i) the birth of their child or that of their spouse or de facto partner; or
  - (ii) the placement of a child with the Employee for adoption; and
  - (iii) the Employee has or will have a responsibility for the care of the child.

- (b) The Employee must provide evidence that would satisfy a reasonable person of the birth or placement of the child.
- (c) The unpaid leave entitlement per birth or placement is fifty two (52) weeks but Employees may request up to an additional fifty two (52) weeks of unpaid leave (Extended Parental Leave). Applications for Extended Parental Leave must be in writing and be made at least four (4) weeks prior to the Employee's anticipated return date. The Company will consider any request for Extended Parental Leave on a case by case basis, subject to the needs of the business and the requirements of the Act.
- (d) Paid leave may be taken by an Employee while taking unpaid parental leave, but any such leave does not extend the period of unpaid parental leave available.
- (e) Parental leave is only available to one parent at a time, except during periods of concurrent leave where both parents may take unpaid parental leave at the same time for up to (8) eight weeks in total. Concurrent leave may be taken in single or separate periods within 12 months of the birth or placement of the child. See clause 6.10.3 Paid parental leave – non primary carer.

### 6.10.2 Paid parental leave – primary carer

- (a) This sub-clause applies to Employees who are entitled to unpaid parental leave under the National Employment Standards.
- (b) After 12 months continuous service, the Company will make available the following benefits to an Employee on the birth of a child or the adoption of a child under the age of sixteen (16) years:
  - (i) 12 weeks' paid parental leave; and
  - (ii) at the Employee's election, either:
    - a) an additional 2 weeks' paid parental leave, or
    - b) an amount equivalent to 2 weeks' Base Salary contributed by the Company into the Employee's superannuation fund.
- (c) The Employee must be the primary care-giver of the child during the period of paid parental leave.
- (d) The paid parental leave entitlement provided for above in sub-clauses 6.10.2(b)(i) and 6.10.2(b)(ii) a) may be taken by the Employee at half-pay. Where paid parental leave is taken at half pay, the accrual rate for all leave accrued during such period of half pay, will also be at the half-rate.

### 6.10.3 Paid parental leave – non-primary carer

- (a) This sub clause applies to Employees who are entitled to unpaid parental leave under the National Employment Standards.

- (b) After 12 months' continuous service, the Company will make available to an Employee who will not be the primary care-giver of the child up to two (2) weeks of paid parental leave in the three (3) month period immediately following the birth of their partner's child or adoption of a child under the age of sixteen (16) years.

#### 6.10.4 Employment during parental leave

An Employee while on a period of unpaid parental leave may, by mutual agreement, work on an occasional basis for the Company. The terms of the occasional employment will be mutually determined between the relevant parties to the proposed contract and will be consistent with the conditions outlined in this Agreement. This arrangement shall not in any way affect the Employee's pre-parental leave conditions of employment, or their return to work guarantee under the Act. The agreement to occasional work during parental leave will be confirmed in writing with the Employee prior to entering into the arrangement.

#### 6.10.5 Statutory paid parental leave scheme

The Federal Government introduced a paid parental leave scheme in 2011.

The Company paid parental leave scheme is recognised to run concurrently alongside the Federal Government paid parental leave scheme for the duration of this Agreement, to the extent permitted by law.

#### 6.10.6 Personal/carer's leave top-up

- (a) The Company will offer Employees a top-up to their paid personal/carer's leave entitlement within the first 12 months of return to work after taking parental leave as a primary carer, to a maximum of 5 days, subject to the following conditions:
  - (i) The Employee requires leave, on single or separate occasions, within the 12 months after return to work due to circumstances set out in clause 6.4 Personal/Carer's Leave;
  - (ii) The leave required is in excess of the Employee's accrued paid personal/carer's leave entitlement and the Employee has exhausted their paid personal/carer's leave entitlement;
  - (iii) The Employee applies to the Company for the top up to their paid personal/carer's leave for the period of leave required; and
  - (iv) The top-up will not exceed 5 days during the 12 month period. It may be used on single or separate occasions and will only be granted if required.

### 6.11 Grandparental leave

- (a) This clause applies to full-time and part-time permanent Employees of the Company, but does not apply to temporary or casual Employees.

- (b) Employees are entitled to request up to 52 weeks' of unpaid grandparental leave if:
  - (i) the Employee has completed 12 months' continuous service with the Company prior to the commencement of grandparental leave;
  - (ii) the leave is for the purpose of the Employee taking on Caring Responsibilities of their Grandchild during normal business hours;
  - (iii) the leave is taken within two (2) years of the birth or placement of the Employee's Grandchild; and
  - (iv) the leave is taken in one continuous block of time.
- (c) Definitions
 

The following definitions apply for the purposes of this clause:

  - (i) "Caring Responsibilities" means the individual with the sole responsibility for providing care to the child during normal business hours.
  - (ii) "Grandparent" means a grandparent to a child, whether by marriage, de facto relationship, adoption, guardianship or same-sex relationship.
  - (iii) "Grandchild" means the natural or adopted grandchild arising out of a marriage, a de facto relationship, same sex couple relationship or as a single parent.
- (d) Annual leave and/or long service leave may be taken by the Employee while they are on unpaid grandparental leave. Any such leave does not extend the period of available unpaid grandparental leave beyond 52 weeks.
- (e) An application for grandparental leave may be approved by the Company at its sole discretion.
- (f) The Company may require the Employee to provide evidence in relation to the grandparental leave arrangements at any time.
- (g) The Employee must notify the Company as soon as reasonably practicable if the Employee ceases to have Caring Responsibilities of their Grandchild, regardless of the reason for this. The Employee is not entitled to remain on grandparental leave for more than 4 weeks after they cease to have Caring Responsibilities of their Grandchild, except where otherwise agreed with the Company.
- (h) Where an Employee has commenced a period of grandparental leave, they may be allowed to reduce the period of grandparental leave taken by agreement with the Company.
  - (i) During a period of grandparental leave:
    - (i) the Employee's pre-grandparental leave role may be backfilled; and

- (ii) the Employee will remain an employee of the Company and will continue to be bound by the Employee's contract of employment and this Agreement, including with respect to termination.
- (j) The Employee is required to confirm their intended return to work date at least three (3) months' prior to the agreed end date of the grandparental leave.
- (k) On the Employee's return from grandparental leave, the Company will endeavour to locate a Comparable Position for the Employee with the Company, having regard to the Employee's skills and experience. If no such position is available, the Employee's employment may be terminated for reason of redundancy, in which case the conditions of Clause 10.2 Redeployment and Redundancy will apply.
- (l) If an Employee wishes to commence work for another company while on grandparental leave, the Employee must inform and obtain the consent of the Company prior to commencement of work. If the Employee commences work for a competitor whilst on grandparental leave, then that Employee's employment with the Company will terminate immediately without the need for either party to give notice.

## 6.12 Family or domestic violence support

### 6.12.1 General principles

- (a) The Company recognises that Employees sometimes face situations of violence or abuse in their personal life that may affect their attendance or performance at work. The Company is committed to providing support to Employees who experience family or domestic violence.

### 6.12.2 Definition of family or domestic violence

- (a) Family or domestic violence is conduct that is violent, threatening, coercive, controlling or intended to cause the family or household member to be fearful. It can include:
  - (i) physical, verbal, emotional, sexual or psychological abuse;
  - (ii) neglect;
  - (iii) financial abuse;
  - (iv) stalking;
  - (v) harm to an animal or property;
  - (vi) restricting your spiritual or cultural participation; or
  - (vii) exposing children to the effects of these behaviours.

### 6.12.3 Family or domestic violence leave

Employees, including casual Employees, are entitled to five (5) days of paid family or domestic violence leave per year, in the following circumstances:

- (a) An Employee experiencing family or domestic violence is entitled to access family or domestic violence leave for the purposes of:
  - (i) attending legal proceedings, counselling, appointments with a medical or legal practitioner; or
  - (ii) relocation or making other safety arrangements; or
  - (iii) other reasonable activities associated with the experience of family or domestic violence.
- (b) An Employee who provides support to a person, who is a member of the Employee's Immediate Family or household and who is experiencing family or domestic violence is entitled to access family or domestic violence leave for the purposes of:
  - (i) accompanying that person to legal proceedings, counselling, appointments with a medical or legal practitioner;
  - (ii) assisting that person with relocation or other safety arrangements; or
  - (iii) other reasonable activities associated with family or domestic violence including caring for children.
- (c) This leave may be taken in the year in which it accrues in single or separate days or as a fraction of a day and is not cumulative from year to year.

### 6.12.4 Notice and evidence requirements

- (a) The Employee will provide the Company notice as soon as reasonably practicable of their request to take leave under this clause.
- (b) If required by the Company, the Employee must provide evidence that would satisfy a reasonable person that the leave is for the purposes set out in sub-clause 6.12.3 above.

### 6.12.5 Individual Support

In order to support an Employee experiencing family or domestic violence and to provide a safe work environment for all Employees, the Company acknowledges that additional accommodations and/or flexibility at work may be required. The Company will respond to requests of requests of this nature on a case by case basis.

## 6.13 Leave without pay

The Company may grant leave without pay when, in extenuating circumstances, an Employee is required to take leave but has no annual leave or long service leave entitlements available. However, leave without pay is not an automatic entitlement. This clause will not affect any entitlement to leave without pay arising under the National Employment Standards.

## 6.14 Career breaks

- (a) A career break is an extended period of leave without pay, and can be approved for a period of up to twelve (12) months leave.
- (b) An Employee may undertake a career break for any of the following reasons:
  - (i) extension of skills that may be used within the Company;
  - (ii) study that is relevant to the Employee's employment with the Company;
  - (iii) personal development;
  - (iv) family responsibilities;
  - (v) extended travel opportunities;
  - (vi) significant social or community responsibilities; or
  - (vii) work experience in an organisation that is not a direct competitor of the Company.

### (c) Eligibility

When considering the approval of a career break, a Manager may consider the following:

- (i) length of service (greater than twelve (12) months continuous service required);
- (ii) Employee's performance history;
- (iii) reason given for the application of a career break; and
- (iv) needs and ability of the business to accommodate extended leave.

### (d) Conditions

- (i) A request for participation in the career break scheme must be submitted at least four (4) weeks prior to the desired commencement date of the career break and be approved by the Employee's Manager, the Cost Centre Manager and the relevant Executive Manager.
- (ii) An Employee is required to provide a minimum of three (3) months' notice of their intention to return to work and, is entitled to a Comparable Position on their return to work. If the Company is unable to provide a Comparable Position, the conditions of clause 10.2 – Redeployment and Redundancy will apply.
- (iii) Any prior service will be recognised, except for the period of the career break.
- (iv) If an Employee on a career break commences work for a competitor of the Company except if working overseas, then that Employee ceases to be eligible for participation in the career break scheme and employment will be terminated immediately.

## 6.15 Purchasing additional leave

### 6.15.1 Leave conditions

- (a) An Employee, on giving written notice and receiving written consent from the Company, may take unpaid leave for personal reasons during a subsequent financial year ("Additional Leave").
- (b) An Employee must provide written notice in advance of the leave to be taken. The period of notice provided must be sufficient to allow leave purchasing arrangements to occur to cover the period of leave. Generally, a minimum of three (3) months' notice must be given, unless otherwise agreed with Human Resources. The notice must specify the number of weeks leave requested and the dates on which the Additional Leave will be taken. The notice must also specify the planned dates on which annual leave is to be rostered during that year.
- (c) The Manager should take into account the impact of the leave on business requirements. The Manager can only refuse approval on the basis of legitimate business requirements.
- (d) Additional Leave is without pay and can be for any period between one (1) and four (4) weeks, unless otherwise approved by the Company's Chief Human Resources Officer or equivalent.
- (e) Additional Leave must be purchased in blocks of between one (1) and four (4) weeks but can be taken in whole single days.
- (f) Additional Leave will be subject to the leave purchasing conditions set out in clause 6.15.2.
- (g) Subject to mutual agreement either the Employee or the Manager may, with four (4) weeks written notice, discontinue this arrangement.
- (h) The approval is only in force for one (1) financial year and a separate application must be made in respect of each subsequent financial year.

### 6.15.2 Purchasing conditions

- (a) The Employee will have a deduction each fortnight from their salary over part of or all of the relevant financial year that covers the Additional Leave approved for personal reasons.
- (b) An Employee's Base Salary for superannuation purposes will not be reduced.
- (c) Where the arrangement is discontinued part way through the year reimbursement will need to be made by the Company for any monies deducted in excess of the amount necessary to cover any Additional Leave already taken, or repaid by the Employee for any monies owing as a result of discontinuing the arrangement.
- (d) Any repayments will be made at the purchase rate.

- (e) Following discontinuation of purchasing arrangements normal salary will be restored as early as practicable.
- (f) If the Employee's employment is terminated in circumstances where the Employee owes money to the Company as a result of entering into purchasing leave arrangements, the Company may deduct any such monies owing to it from the Employee's termination pay.

## 7. Information Technology Division

This section applies to all Employees working within the Information Technology Division.

### 7.1 Working hours

- (a) This spread of hours for Employees is between 7.00am and 9.00pm, Monday to Sunday.

#### 7.1.1 Ordinary hours

- (a) Full-time hours are 150 ordinary hours in each four (4) week cycle. Within each four (4) week period there is considerable room for flexibility in determining the pattern of hours and numbers of days to be worked in each week, however, Employees should not be required to work more than ten (10) hours in any day. An Employee shall take at least a ten (10) hour break before attending for work the following day.
- (b) Part-time Employees will be rostered to work their Contract Hours over a four (4) week period.
- (c) An Employee who works successive days must be provided with at least 10 consecutive hours off between finishing one shift and commencing the next work shift. The Employee will be entitled to be absent for those 10 consecutive hours without loss of pay for any ordinary working time scheduled during such absence.
- (d) If on the instruction of the Company the Employee is required to resume or continue work without having had 10 hours consecutive off duty they must be paid at double rates until they are released from duty for such period. The Employee will then be entitled to be absent until they have had 10 hours consecutive off duty without loss of pay for any ordinary working time scheduled during such absence.

#### 7.1.2 Pattern of hours

- (a) The pattern of hours and number of days to be worked by an Employee will be determined, wherever possible, through mutual agreement between the Employee and their Direct Manager. Some of the issues that should be taken into account in determining working patterns for Employees include:
  - (i) the business requirements of the operation;

- (ii) the Employee's family and personal commitments;
  - (iii) any safety issues; and
  - (iv) the Employee's preferred pattern of working hours.
- (b) It is preferable for an Employee to be given at least one (1) weeks' notice of a change to the pattern of working hours. Where this is not possible due to unforeseen circumstances it is important that the Manager advises the Employee of the changed requirement and the reasons for this as soon as they are aware of the need.
  - (c) Where additional hours are being worked on a regular basis the Manager should be satisfied that the additional work is required and that they have been able to take into account safety and resourcing issues.
  - (d) Working hours for part-time Employees are covered by clause 3.2 in section 3 – Employment Type in this Agreement.
  - (e) Working hours for casual Employees are covered by clause 3.4 in section 3 – Employment Type in this Agreement.
  - (f) Working hours for Employees in a Role Share arrangement are covered by clause 3.3 in section 3 – Employment Type in this Agreement.

#### 7.1.3 Consultation

- (a) Where the Company proposes to change an Employee's regular roster or ordinary hours of work, the Company will consult with the Employee or Employees affected and their representatives, if any, about the proposed change.
- (b) As part of this consultation, the Company will:
  - (i) provide to the Employee or Employees affected and their representatives, if any, information about the proposed change;
  - (ii) invite the Employee or Employees affected and their representatives, if any, to give their views about the impact of the proposed change; and
  - (iii) give consideration to any views about the impact of the proposed change that are given by the Employee or Employees concerned and/or their representatives.

#### 7.1.4 Resolution of differences

Where a Manager and an Employee experience difficulty in resolving differences regarding working hours, Human Resources can be approached for assistance. Every effort will be made to work with the Manager and Employee in mutually agreeing the pattern of working hours. If no agreement can be reached the issue will be referred for resolution through the Dispute Resolution Procedure in this Agreement.

## 7.2 Weekend and evening work

This clause applies to full-time and part-time Employees in Non-packaged positions, excluding Employees working under Self Managed Work arrangements:

- (a) When an Employee is directed to work on a Saturday or a Sunday, such work will be paid at the rate of all double time for hours worked calculated on an Employee's Base Hourly Rate of Pay. Any work performed on this basis will require the approval of their Manager.
- (b) Employees may agree on a voluntary basis to work part of their ordinary hours or part-time Contract Hours on a Saturday. They will be paid ordinary rates for any hours worked between 7.00am and Noon on a Saturday. All hours worked after Noon on a Saturday will be paid at the rate of double time calculated on an Employee's Base Hourly Rate of Pay.
- (c) All ordinary hours or part-time Contract Hours worked on a Sunday will be paid at the rate of double time with a minimum payment for three (3) hours work calculated on an Employee's Base Hourly Rate of Pay.
- (d) Where an Employee works part of their ordinary hours or part-time Contract Hours between 6.00pm and 9.00pm Monday to Friday, they will receive an additional 50% loading for all hours worked during that period. If the Employee is not required to work until 9:00pm, the Employee will be paid a loading of 50% on the last three (3) hours worked calculated on an Employee's Base Hourly Rate of Pay.
- (e) Where an Employee works shifts that receive loadings prescribed in this clause 7.2, such hours will not be counted for the purposes of calculating overtime or time off in lieu. The additional payment for work in this clause 7.2 is in lieu of and not in addition to any payment of overtime or time off in lieu arrangements. In addition, any hours worked as part of a call back arrangement (for example clause 7.9 of the Agreement) will be paid in accordance with that clause and will be in lieu of and not in addition to any compensation for work by Employees under this clause. Rates and loadings are not cumulative.

## 7.3 Overtime

This clause 7.3 does not apply to Packaged Employees. Employees in Packaged positions are able to enter into informal arrangements with their Managers as deemed appropriate.

The following provisions relate to in Non-packaged Employees only:

- (a) All time worked at the direction of the Company, outside the spread of hours prescribed in clause 7.1(a) or in excess of the Employee's ordinary hours or Contract Hours prescribed in clause 7.1.1(a) and (b) shall be considered overtime.

- (b) Payment for overtime will be at the rate of time and one half for the first two (2) hours and double time thereafter calculated on an Employee's Base Hourly Rate of Pay, except for Employees working under specific arrangements as detailed in this Agreement. In computing overtime, each day's work shall stand alone.

## 7.4 Time in lieu

- (a) Employees may elect, with agreement from their Manager, to take time off in lieu of any payment for overtime pursuant to clause 7.3 of the Agreement on an hour for hour basis at a time or times agreed with their Manager.
- (b) Alternatively, by agreement with their Manager, the Employee may elect to be paid at ordinary rates for the time worked and take time off at the rate of:
  - (i) one half hour for each hour of overtime worked when time and one half would otherwise apply; or
  - (ii) one hour for each hour of overtime worked when double time would otherwise apply.
- (c) If an Employee has not taken time off in lieu accrued under this section within three (3) months and they request payment they must be paid for overtime work at the overtime rates provided in clause 7.3 Overtime.

## 7.5 Non-national public holidays

Employees working on public holidays that are not national public holidays in order to meet operational needs will be given time off in lieu as agreed between the Manager and the Employee. Alternatively, Employees will be able to substitute that day for a work day within the Employee's normal pattern of work and subject to mutual agreement or take a Diversity Day

## 7.6 Administrative or clerical staff

Administrative, clerical or support staff working within the Information Technology Division may be required to work standard hours each day. Any administrative or clerical Employee required to work standard hours will be covered by the arrangements relating to Ordinary Hours covered in clause 4.4.1 of section 4 – Hours of Work in this Agreement.

## 7.7 Safety

- (a) It is important that Employee safety is considered when agreeing the normal pattern of working hours. In resolving any potential safety issues relating to travelling to or from work, the Manager and the Employee may consider any cost-effective alternative arrangement, which meets the requirements of both parties.
- (b) Possible alternative arrangements might include:
  - (i) Organisation of car-pools;
  - (ii) Provision of access to safe parking for Employees' vehicles;

- (iii) Reimbursement for privately organised travel costs;
- (iv) Taxis provided by the Company for all or part of the journey, shared where possible.

## 7.8 Records for cost recovery

There may be a business requirement for an Employee to keep records allocating work to specific tasks or activities for the purposes of cost recovery.

## 7.9 Product and technical support

- (a) Where a Non-packaged Employee is rostered on for call back or for product and technical support on a twenty-four (24) hour, seven (7) day a week basis they will be paid a minimum on-call allowance of \$350 per week. This allowance will be reviewed annually to ensure market parity.
- (b) In order to be eligible for payment the following criteria must be met:
  - (i) the Employee must be rostered to be on-call;
  - (ii) the Manager must request the Employee to be contactable and available to assist at all times during the call back or support period
  - (iii) the Employee must ensure they are contactable and available to assist at all times during the call back or support period.
- (c) Where a Non-packaged Employee is not on-call under clause 7.9 (a) but is required by virtue of their specific expertise to provide telephone assistance or other product and technical support outside of the normal pattern of working hours, the Employee will be paid at the appropriate overtime rates for actual time worked. This payment shall be rounded to the nearest quarter of an hour.

# 8. Contact Centre (Retail Distribution Division)

This section applies to all Retail Distribution Division Employees working within the Contact Centre.

## 8.1 Definitions

In this section:

- (a) "Normal Hourly Pay" means the hourly rate calculated by:
  - For a full-time Employee dividing the Employee's annual Base Salary by thirteen Work Cycles divided by 150 hours; and
  - For part-time Employees dividing the Employee's annual pro-rata Base Salary by thirteen Work Cycles divided by 150 hours.

- (b) "Notional Weekend" means the days where an Employee is not "rostered" to work.
- (c) "Spread of Hours" means the hours within which Employees may work their Scheduled Hours. The Spread of Hours shall be:
  - (i) Core Hours:
    - a) 7.00am to 9.00pm, Eastern Standard Time, Monday to Sunday except as provided in sub-clause 8.1(c)(i) b); and
    - b) 6.00am to 9.00pm, Monday to Sunday, during the period for which daylight saving is proclaimed in any State or Territory;
  - (ii) After Hours:
    - a) 9.00pm to 7.00am, Monday to Sunday.
- (d) "Scheduled Hours" means the ordinary hours of work determined in accordance with these provisions for each Employee within the Spread of Hours. This may include a rotational roster worked within the Spread of Hours. Rotational rosters will be changed on an on-going basis depending on the needs of the business.
- (e) "Week" means Monday to Sunday, seven (7) day cycle.
- (f) "Work Cycle" means each four (4) week (28 day) work period within which each Employee may work their Scheduled Hours.

## 8.2 Hours of work

### 8.2.1 Ordinary hours

- (a) Full time Employees ordinary working hours, exclusive of meal times, shall not exceed 150 hours per four (4) week period. Circumstances may arise where different methods of implementation of the 150 hour in any four (4) week period apply and these will be dealt with in accordance with clause 8.5 Overtime of this section.
- (b) The ordinary working hours of part-time Employees will be their Contract Hours.
- (c) An Employee shall not be required to work more than ten (10) ordinary hours per day (exclusive of meal breaks).
- (d) An Employee shall not be required to work more than five (5) out of seven (7) consecutive days in their Scheduled Hours.

### 8.2.2 Meal break

- (a) A Meal Break of not less than thirty (30) minutes and not more than one (1) hour shall be allowed for a meal. An Employee shall not be required to work for more than five (5) hours without a Meal Break. Provided that, in emergency circumstances, the Meal Break may be deferred but must be taken as soon as practicable.

- (b) Please refer to clause 4.12 of this Agreement for details on meal allowance payments.

### 8.2.3 Establishment and variation to Scheduled Hours

- (a) In the establishment of Scheduled Hours for Employees, Employees will be provided with four (4) weeks advance notice of their Scheduled Hours. When scheduling hours the business will endeavour to ensure that the needs of the customers, the business and the Employee are considered.
- (b) If there is a need for alteration to an Employee's Scheduled Hours they may be altered by mutual agreement between the Manager and the Employee in accordance with Clause 8.2.4. The requirement for alteration may be due to business or personal needs. If the request for alteration of hours is reasonable and does not disadvantage either the needs of the Business Unit or the personal needs of the Employee the request should not be denied.
- (c) If an Employee and Manager cannot agree on the Scheduled Hours to be worked, the Company may specify the Scheduled Hours for the Employee between the Spread of Hours.

### 8.2.4 Consultation

- (a) Where the Company proposes to change an Employee's regular roster or Scheduled Hours, the Company will consult with the Employee or Employees affected and their representatives, if any, about the proposed change.
- (b) As part of this consultation, the Company will:
  - (i) provide to the Employee or employees affected and their representatives, if any, information about the proposed change;
  - (ii) invite the Employee or Employees affected and their representatives, if any, to give their views about the impact of the proposed change; and
  - (iii) give consideration to any views about the impact of the proposed change that are given by the Employee or Employees concerned and/or their representatives.

### 8.3 Loadings

- (a) Any portion of a shift that is worked between 6.00pm and 10.00pm, Monday to Friday, shall be paid a 50% loading. If the Employee is required to work part of their ordinary hours or part-time Contract Hours beyond 6:00pm on a Monday to Friday but is not required to work until 9:00pm, the Employee will be paid an additional loading of 50% on the last three (3) hours worked.
- (b) Any portion of a shift that is worked after 10.00pm or before 7.00am Monday to Friday shall be paid a 100% loading.

- (c) Any portion of a shift that is worked from 7.00am to Noon on a Saturday shall be paid a 25% loading.
- (d) Any portion of a shift that is worked on a Saturday (excluding hours worked between 7.00am and Noon) or on a Sunday shall be paid a 100% loading.
- (e) Where an Employee works shifts that receive the relevant loadings in clause 8.3, such hours will not be counted for the assessment of overtime or time off in lieu. The additional payment for work attracting the above loadings is in lieu of and not in addition to payment for overtime (as per clause 8.5 below). Where an Employee is entitled to overtime (as per clause 8.5) loadings will no longer apply. Loadings are calculated on an Employee's Normal Hourly Pay. Rates and loadings are not cumulative.

### 8.4 Part-time Employees

- (a) A part-time Employee shall mean:
  - (i) For Employees who began employment after certification of the 2003 Allianz Australia Business Partnership Agreement, a person who is rostered to work their Contract Hours over a four (4) week period being less than those worked by a full-time employee;
  - (ii) For Employees who are employed before certification of the 2003 Allianz Australia Business Partnership Agreement, a person who works a regular number of hours per week but less than those worked by full-time Employees.
- (b) Part-time Employees shall be entitled to all benefits under this section of the Agreement on a pro rata basis.

### 8.5 Overtime

- (a) Packaged Employees will not be compensated for overtime.
- (b) For Non-packaged Employees all time worked in excess of the ordinary hours provided for in clause 8.2.1 of this section shall be paid at the rate of time and one half for the first two (2) hours and double time thereafter calculated on an Employee's Normal Hourly Pay. Rates and loadings are not cumulative. Overtime performed on a Saturday or Sunday shall be paid at the rate of double time calculated on an Employee's Normal Hourly Pay for all hours worked. In computing overtime each day shall stand alone.
- (c) An Employee may elect to take time in lieu of payment for overtime. Time in lieu will be accrued as an hour off for an hour worked. The taking of time in lieu will be subject to the needs of the business.
- (d) Where a full-time Employee is called to work overtime on a Notional Weekend they shall be paid at the rate of double time for all time worked calculated on an Employee's Normal Hourly Pay.

- (e) An Employee who is required to work:
  - (i) In excess of ten (10) hours ordinary hours (exclusive of meal breaks) on any day; or
  - (ii) In excess of five (5) hours (exclusive of meal breaks) on any Notional Weekend or public holiday,
 will be entitled to a meal break of 30 minutes as determined by the Company.
- (f) An Employee who works successive days must be provided with at least 10 consecutive hours off between finishing one shift and commencing the next work shift. The Employee will be entitled to be absent for those 10 consecutive hours without loss of pay for any ordinary working time scheduled during such absence.
- (g) If on the instruction of the Company the Employee is required to resume or continue work without having had 10 hours consecutive off duty they must be paid at double rates until they are released from duty for such period. The Employee will then be entitled to be absent until they have had 10 hours consecutive off duty without loss of pay for any time scheduled during such absence.
- (c) Employees who do not work on a public holiday that falls during their Scheduled Hours will be paid their Normal Hourly Pay for each hour that the Employee would otherwise have worked on that public holiday.
- (d) Where an Employee is required to and does work on a public holiday, the Employee shall be paid their normal pay for their ordinary hours of work, plus either:
  - (i) Choose to be paid at a penalty rate, in such case the Employee will receive an additional 150% of their Normal Hourly Pay; or
  - (ii) Choose to take an alternative day off in lieu in such case the Employee will receive their Normal Hourly Pay both on the day of public holiday and on the day taken off in lieu.
- (e) Full-time Employees whose Scheduled Hours do not encompass a public holiday that falls between Monday and Friday will be given an alternate day in lieu at a time agreed by the Company.
- (f) Taking a public holiday or other authorised leave during a Work Cycle does not shorten or extend that Work Cycle.

## 8.6 Public holidays

- (a) For the purposes of this clause the following days will be observed as public holidays:
  - (i) New Year's Day or New Year's Day holiday; Australia Day; Labour Day; Good Friday; Easter Saturday; Easter Monday; Anzac Day; Queen's Birthday; Christmas Day; Christmas Day holiday; Boxing Day or Boxing Day holiday; and
  - (ii) any other day or part day that is declared or prescribed under a law of a State or Territory to be observed generally as a public holiday within the State or Territory, or a region of a State or Territory, in which an employee is based, other than a day or part day, or a kind of day or part day, that is excluded by the regulations to the Act from counting as a public holiday.

If another day is substituted for one of these days in a particular locality, then that day may be observed as a public holiday instead.

- (b) An Employee may be requested to work on a public holiday. An Employee must comply with the request to work on a public holiday unless to do so would not be reasonable in the circumstances taking into account the needs of the business and the Employee's circumstances.

In the first instance, the Company will call for volunteers to work on public holidays, where required, and only where the voluntary response does not meet its reasonable needs will the Company request the Employee to work on a public holiday in accordance with this clause.

## 8.7 After hours

- (a) All time worked between the hours of 9.00pm and 7.00am will be paid at the Employee's Normal Hourly Pay plus the applicable loadings offered under clause 8.3 of this section.
- (b) Employees not engaged specifically to work After Hours shall only move onto the roster by agreement.
- (c) Due to the nature of these shifts overtime will be minimised for all Employees working on these shifts.
- (d) Team Leaders may be engaged to work a shift which concludes at 12.00 midnight each day in order to provide operational support and supervision. Each time a Team Leader is engaged on such a shift they shall be paid in accordance with clause 8.3.

## 8.8 Work health and safety

- (a) Security
  - (i) Employees working shifts starting or finishing after 9.00pm will be required to provide their own safe means of transport to and from work and will be provided with access to secure parking facilities.
  - (ii) When an Employee completes their shift between 9.00pm and 7.00am they will be required to leave the building together with other Employees completing that shift. If an Employee needs to leave the building before the end of their shift they must be accompanied by another Employee, including when the Team Leader leaves at midnight.

- (iii) No Employee will be required to work alone. A minimum of two (2) Employees will be rostered on each shift.
- (b) Emergency contact
  - (i) Employees working the shift specified in clause 8.8 (a) (i) above will be provided by management with the telephone number of an Employee who will be available to be contacted for any emergency during the hours of 9.00pm to 7.00am.
  - (ii) In order to provide the emergency support outlined above there will be a roster of Employees who are available as emergency contacts with one being rostered on each night. For each night rostered on the Employee will receive \$25 and in addition will be paid at double time for any time spent in telephone support. Payment will be made to the nearest 15 minute increment. If attendance at the Contact Centre is required then a minimum payment of four (4) hours at double time will apply.

## 8.9 Personal/carer's leave

Where an Employee is absent from work on personal/carer's leave the day before or after a public holiday or Notional Weekend they will be required to produce a medical certificate or other suitable evidence in accordance with the Act, as evidence that the absence was due to personal/carer's leave reasons.

# 9. Dispute resolution procedure

- (a) If a dispute relates to:
  - (i) a matter arising under this Agreement; or
  - (ii) the National Employment Standards,
 this term sets out procedures to settle the dispute.
- (b) An Employee who is a party to the dispute may appoint another person, organisation or association (including but not limited to the FSU or a legal representative) to accompany or represent them in relation to the dispute.
- (c) In the first instance, the parties to the dispute must try to resolve the dispute at the workplace level, by discussions between the Employee or Employees and relevant supervisors and/or management.
- (d) If discussions at the immediate workplace level do not resolve the dispute, a party to the dispute may refer the matter to Human Resources or equivalent and if the dispute remains unresolved they may then refer the matter to the Tribunal.
- (e) The Tribunal may deal with the dispute in two stages:

- (i) The Tribunal will first attempt to resolve the dispute as it considers appropriate, including by mediation, conciliation, expressing an opinion or making a recommendation; and
- (ii) if the Tribunal is unable to resolve the dispute at the first stage, the Tribunal may then:
  - a) arbitrate the dispute; and
  - b) make a determination that is binding on the parties.

Note: If the Tribunal arbitrates the dispute, it may also use the powers that are available to it under the Act.

A decision that the Tribunal 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.

- (f) Without prejudice to either party, while the parties are trying to resolve the dispute using the procedures in this clause:
  - (i) an Employee must continue to perform his or her work as he or she would normally unless he or she has a reasonable concern about an imminent risk to his or her health or safety; and
  - (ii) an Employee must comply with a direction given by the Company to perform other available work at the same workplace, or at another workplace, unless:
    - a) the work is not safe; or
    - b) applicable occupational health and safety legislation would not permit the work to be performed; or
    - c) the work is not appropriate for the Employee to perform; or
    - d) there are other reasonable grounds for the Employee to refuse to comply with the direction.
- (g) The parties to the dispute agree to be bound by a decision made by the Tribunal in accordance with this term.

# 10. Leaving the Company

## 10.1 Termination of employment

The Company shall only terminate Employees for valid reasons connected with the Employee's capacity, conduct or based on the operational requirements of the business.

Termination of employment will be consistent with the requirements outlined in the Act.

### 10.1.1 Notice of termination by the Company

- (a) In order to terminate the employment of an Employee the Company shall give to the Employee the following notice, based on the Employee's period of continuous service with the Company:

Period of continuous service	Notice Period
Not more than 1 year	1 week
More than 1 year but not more than 3 years	2 weeks
More than 3 years but not more than 5 years	3 weeks
More than 5 years	4 weeks

The period of notice is to be increased by one (1) week if the Employee is over 45 years of age and has completed at least two (2) years continuous service with the Company.

- (b) Payment in lieu of notice, wholly or in part, may be made.
- (c) Provided that in the case of serious misconduct, or in the circumstances set out in clause 6.11(l) grandparental leave or clause 6.14(d)(iv) career break, the Company may summarily dismiss an Employee without the need to provide or pay out the notice periods prescribed.

### 10.1.2 Notice of termination by the Employee

- (a) Non-packaged Employees who have completed their probationary period are required to give two (2) weeks written notice of the intention to terminate employment with the Company.
- (b) Packaged Employees who have completed their probationary period are required to give the notice period specified in their contract of employment which is generally a minimum of four (4) weeks.
- (c) Employees in their probationary period are required to give one (1) week's written notice of their intention to terminate their employment with the Company.
- (d) If an Employee leaves employment without giving and working out the required notice period, the Company may withhold an amount equal to wages in respect of a period equal to that part of the notice period which has not been worked out.
- (e) Temporary Employees should refer to clause 3.5 (d) for notice requirements.

### 10.1.3 Off Set

If an Employee's employment is terminated for any reasons, the Company may set off any amounts the Employee owes to the Company against any amounts the Company owes to the Employee, except for amounts the Company is not permitted by law to offset.

## 10.2 Redeployment and redundancy

The provisions of this clause apply to all Employees except casuals and temporary Employees. This clause is to be read in conjunction with the provisions concerning termination of employment contained in the Act.

### 10.2.1 Retrenchment as a last resort

Retrenchment will only occur after consultation with the relevant Employee(s) and all reasonable alternatives for continuing employment have been explored. The Company will make every effort to avoid retrenchment by retaining and redeploying Employees, and giving first consideration to filling vacancies with suitably skilled Employees whose roles may be redundant.

### 10.2.2 Notice to the Union

At the earliest opportunity and where possible, at least one (1) week prior to any announcement of retrenchment involving groups of a minimum of ten (10) Employees at any one time, the Company will inform the FSU of likely retrenchments.

### 10.2.3 Redeployment

The Company will endeavour to redeploy Employees whose positions have been made redundant, in the first instance, into a Comparable Position, or if such a position is not available, into a Suitable Alternative Position.

The following procedures shall apply when redeploying Employees:

- (a) The redeployment position shall not entail a change in duties significant enough to be unreasonable given the Employee's skills and ability, but also having regard to the training opportunities available to the Employee.
- (b) The redeployment position shall be at the same location or at another location that is within reasonable commuting distance (i.e. within the same metropolitan area as the Employee's substantive position). The Company will also consider other factors including the Employee's duties and responsibilities, family and personal commitments, and historical use of private and public transport.
- (c) An Employee whose position has been identified as redundant will not be entitled to any of the retrenchment benefits set out in clause 10.2.5 if they decline to take up any offer of a Comparable Position by the Company.
- (d) For the avoidance of doubt, in the event that the whole or part of the business of the Company is sold, outsourced or otherwise transmitted or assigned and the Employee is offered and does not accept a Comparable Position with the transmittee, assignee or successor, the Employee will not be entitled to any of the retrenchment benefits set out in clause 10.2.5.

- (e) By declining the offer of redeployment to a Comparable Position an Employee will be deemed as having terminated their employment with the Company.

#### 10.2.4 Redundancy

In cases where a position becomes redundant, the Company will make all reasonable efforts to redeploy the Employee concerned to a Comparable Position elsewhere in the Company. In the event that there is not a Comparable Position available, the Company may offer the option of continued employment in a Suitable Alternative Position on the following basis:

- (a) The offer is in lieu of retrenchment with the objective of continuing employment.
- (b) The offer is to be made in writing.
- (c) Where an Employee accepts a Suitable Alternative Position in lieu of retrenchment, the Employee's current salary level will be maintained until such time as it is overtaken by the salary level of the position to which they have been redeployed.
- (d) Where an Employee is offered a Suitable Alternative Position, the Employee will have a period of up to two (2) months to elect whether to accept the Suitable Alternative Position or retrenchment. Should either the Employee or the Company find during that period that the employment is unsuitable, the Employee's service may be terminated without loss of entitlement to retrenchment benefits calculated to the date the service actually ends.
- (e) Clause (d) above does not affect the ability of either the Company or the Employee to elect prior to the conclusion of the trial period that the Suitable Alternative Position is unsuitable.
- (f) Where employment in a Suitable Alternative Position is offered but not accepted by an Employee, the Employee's rights in respect of retrenchment will be preserved.

#### 10.2.5 Retrenchment benefits

Upon termination through retrenchment, an Employee will be entitled to:

- (a) Eight (8) weeks' notice or payment in lieu thereof.
- (b) Severance payment of three (3) weeks' salary for each completed year of service and a pro rata payment for each completed month of service in the final part year of service.
- (c) The minimum entitlement (including both notice and severance) is eleven (11) weeks' salary and the maximum entitlement (including both notice and severance) is eighty three (83) weeks' salary.
- (d) Payment of pro-rata long service leave, provided that the Employee has six (6) years or more continuous service with the Company.

- (e) Payments associated with redundancy will be paid on a pro-rata basis for periods of full-time and part-time employment.
- (f) Outplacement services offered by the Company.

## 11. Other Matters

### 11.1 Consultation

#### 11.1.1 Application

This clause applies if:

- (a) The Company has made a decision to introduce a major change to production, program, organisation, structure, or technology in relation to its enterprise; and
- (b) The change is likely to have a significant effect on employees of the enterprise.

#### 11.1.2 Notification

The Company will notify the relevant Employees, the FSU and any Employee representative, of the decision to introduce the major change.

#### 11.1.3 Representation

The relevant Employees may appoint a representative, which may include the FSU or another person, which may be an Employee, for the purposes of the procedures in this term.

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 Company of the identity of the representative;

the Company must recognise the representative.

#### 11.1.4 Discussion

As soon as practicable after making its decision, the Company will:

- (a) Discuss with the relevant Employees, the FSU and any Employee representative:
  - (i) The introduction of the change; and
  - (ii) The effect the change is likely to have on the Employees; and
  - (iii) Measures the Company is taking to avert or mitigate the adverse effect of the change on the Employees.
- (b) For the purposes of the discussion – provide, in writing, to the relevant Employees, the FSU and any Employee representative:
  - (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.
- (c) However, the Company is not required to disclose confidential or commercially sensitive information to the relevant Employees.
- (d) The Company must give prompt and genuine consideration to matters raised about the major change by the relevant Employees, the FSU and any Employee representative.

### 11.1.5 Exclusions

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 Company, the requirements set out in clauses 11.1.2, 11.1.3 and 11.1.4 are taken not to apply.

### 11.1.6 Definitions

- (a) In this term, a major change is likely to have a significant effect on Employees if it results in:
- (i) The termination of the employment of Employees; or
  - (ii) Major change to the composition, operation or size of the Company's workforce or to the skills required of Employees; or
  - (iii) The elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
  - (iv) The alteration of hours of work; or
  - (v) The need to retrain Employees; or
  - (vi) The need to relocate Employees to another workplace; or
  - (vii) The restructuring of jobs.
- (b) In this term, relevant Employees means the Employees who may be affected by the major change.
- (c) The Company will act in good faith in relation to the consultation processes provided in this clause.
- (d) In this term "good faith" includes obligations to meet, disclose relevant information, genuinely consider proposals and respond with reasons, and to refrain from capricious or unfair conduct that undermines consultation.

## 11.2. Allianz Australia and FSU relationship

### 11.2.1 Right of entry or access

An official of the FSU may enter the Company premises for reasons connected to the exercise of their duties, including:

- (a) Consultation with persons covered by this Agreement about their rights and obligations under this Agreement

and the operation of this Agreement and about a replacement Agreement;

- (b) For any other purpose connected to the work of the Employees covered by this Agreement, or the relationship between the FSU and the Company,

in accordance with Part 3–4 of the Act.

### 11.2.2 FSU Workplace Representatives

When the Company receives written advice that the FSU Local Executive Secretary has duly appointed an Employee as a Workplace Union Representative, the Company will allow these representatives reasonable working time to meet FSU responsibilities including discussing work related matter with other FSU members and officials, as long as these activities do not disrupt their normal work.

Employee Workplace Union Representatives, unless otherwise agreed, will provide their Manager with at least 24 hours notice prior to their participating in these activities.

### 11.2.3 Trade union training leave

- (a) The Company will provide a pool of paid leave of 100 days each calendar year for the purposes of trade union training leave. Providing the Employee's day to day work can be covered by the business, to participate in courses conducted by or endorsed by the FSU as Trade Union training.
- (b) Where staffing difficulties arise Managers will ensure Employees are released to attend a course within reasonable time providing:
  - (i) The Company receives four weeks' notice (or a lesser period if agreed) from the FSU of course dates and applicants.
  - (ii) The Employee receives their normal salary including shift allowances (where applicable) while they are on trade union training leave and the leave shall count as service for all purposes of this Agreement.

### 11.2.4 Introduction to the FSU

Introduction information regarding the FSU will be made available to Employees. This information will be made available on the new employee page on the Company intranet (or equivalent) and will include: a letter of introduction to the FSU (provided by the FSU); a link to the FSU website; a link to FSU membership form.

### 11.2.5 Use of electronic facilities

Employees have a right to reasonable use of the electronic facilities of the Company for trade union purposes, including access to the FSU website and the right to use the electronic facilities of the Company to send and receive communication in relation to bargaining, disputes, or any industrial matter or trade union business.

### 11.2.6 Annual meeting

To facilitate provisions in this Agreement at clause 3.7.6 and clause 5.5, representatives from Allianz Australia Human Resources and the FSU will meet once annually to discuss these matters. Such meetings will be on a confidential basis.

## 12. Appendix A – Long Service Leave

### 12.1 Accrual

Employees are entitled to 13 weeks of long service leave at actual rates of pay on completion of fifteen years of continuous employment within Australia with the same employer and four and one third weeks for each additional five years of employment.

### 12.2 Access

- (a) Employees may take long service leave on a pro-rata basis after seven years of continuous employment.
- (b) Employees may cash out long service leave after ten years of continuous employment in accordance with clause 6.3.2.

### 12.3 Payment on termination

- (a) Employees who have completed more than 10 years but less than 15 years of continuous employment whose employment terminates for any reason, other than for serious misconduct will be entitled to a pro-rata payment in lieu of long service leave paid on termination.
- (b) Employees who have completed 15 years of continuous employment will be entitled to a pro-rata payment of long service leave on termination in any circumstance.

### 12.4 Method of calculation

In the case of an Employee who during the course of employment with a Company has been employed both as a part-time Employee and a full-time Employee the rate of pay to which that Employee will be entitled during the period of long service leave, or the rate of pay to be used in calculating the amount of money to be paid in lieu of the leave, is determined as follows:

<b>Step 1: Period of employment</b>	Calculate total period of employment.
<b>Step 2: Period of leave</b>	Calculate total period of leave to which the Employee is entitled (or taking.)
<b>Step 3: Full-time entitlement</b>	Calculate amount of leave in weeks which accrued during the period of employment as a full-time Employee by multiplying the number of weeks leave so calculated by the weekly salary to which the Employee is or would be entitled as a full-time Employee at the current salary rates.
<b>Step 4: Part-time entitlement</b>	Calculate the amount of leave in weeks which accrued during the period of employment as a part-time Employee by multiplying the number of weeks leave so calculated by the weekly salary to which the Employee is or would be entitled as a part-time Employee at current salary rates.
<b>Step 5: Weekly salary</b>	Calculate weekly salary to be paid to the Employee during the period of leave by adding the amount of money due to the Employee in relation to the period of full-time employment (Step 3) to the amount of money due to the Employee in relation to the period of part-time employment (Step 4) and divide that total amount by the number of weeks leave the Employee is taking (Step 2).
<b>Step 6: Payment in lieu</b>	Calculate the amount of money to be paid to the Employee in lieu of long service leave on termination by adding the amount of money due to the Employee in relation to the period of full-time employment (Step 3) to the amount of money due in relation to the period of part-time employment (Step 4).

## 12.5 Continuous employment

- (a) The period of continuous employment of an Employee will commence, from the actual date of the Employee's engagement by an employer.
- (b) For the purposes of this clause employment will be deemed to be continuous notwithstanding:
  - (i) The taking of any annual leave or long service leave;
  - (ii) Any absence from work of not more than fourteen days in any year on account of illness or injury;
  - (iii) Any interruption or ending of the employment by the Company if such interruption or ending is made with the intention of avoiding obligations in respect of long service leave or annual leave;
  - (iv) The dismissal of an Employee who is re-employed within a period of not exceeding two months from the date of such dismissal;
  - (v) Any other absence of the Employee by leave of the Company, or on account of injury arising out of or in the course of employment
- (c) In calculating the period of continuous employment of any Employee, any interruption or absence of a kind mentioned in sub clause 12.5(b)(i) and (iii) will be counted as part of the period of employment but any interruption or absence of a kind mentioned in sub-clause 12.5(b)(iv) and (v) and any period of absence in excess of fourteen days in any year on account of illness or injury will not be counted as part of continuous employment but will lengthen the time of employment before the Employee is entitled to long service leave.

## 12.6 Calculation of payment

- (a) "Actual rates of pay" for the purpose of this clause, means the actual salary of the Employee for a normal weekly number of hours of work immediately prior to the time of taking each period of long service leave.
- (b) Such salary will not include shift premiums, overtime, penalty rates, commissions, bonuses or allowances payable to the Employee when working.
- (c) Provided further that any alteration to salary will apply to an Employee who is on long service leave at the time of the alteration and the adjustment, if any, in the salary must be made when the Employee returns to duty.

## 12.7 Service with related companies

- (a) Where, over a continuous period, an Employee has been employed by two or more companies each of which is a related body corporate within the meaning of section 50 of the Corporations Act 2001 (Cth), the Employee is entitled to long service leave as if the Employee had, during the whole of the period of service, been employed by the Company by which the Employee is employed at the date at which the long service leave entitlement accrues. Provided that an Employee will not be entitled to leave or payment in lieu thereof more than once in respect to any period of service.
- (b) For the purpose of calculating long service leave entitlements, only service undertaken in Australia will be taken into consideration, subject to the following exception: Where an Australian-based Employee is temporarily seconded overseas and then returns to Australia, their period of overseas service during the temporary secondment will be taken into account for the purpose of calculating the Employee's long service leave entitlement, to the extent that the Employee remains employed by the Company during the temporary secondment period.

## 12.8 Transmission of business

- (a) Where an Employee previously worked for another company (transmittor) in a business at the time that that business of was transmitted to the Company or to a related body corporate then:
  - (i) The continuity of the employment of the Employee will be deemed not to have been broken by reason of such transmission;
  - (ii) The period of employment which the Employee has had with the transmittor or any prior transmittor will be deemed to be employment of the Employee with the Company.

## 12.9 Time of taking leave

Leave must be granted and taken as soon as practicable after becoming due having regard to the needs of the establishment, but may be postponed or taken in two but not more periods by agreement between the Employee and the Company, except as provided for in clause 12.15 Transition to Flexible Work.

## 12.10 Granting leave in advance

- (a) The Company may by agreement with an Employee allow long service leave to the Employee before the right to the leave has fallen due. Where leave is so taken the Employee will not become entitled to any further leave under this Agreement or to payment in lieu thereof for the period in respect of which such leave was taken before it fell due.

- (b) Where leave has been granted to an Employee pursuant to clause 12.10(a) before the right thereto has accrued due and the Employee's employment is subsequently terminated, the Company may deduct from whatever remuneration is payable upon the termination of the employment such amount as represents payment for any period for which the Employee has been granted leave to which the Employee was not entitled at the date of termination of this employment.

### 12.11 Payment of salary during leave

- (a) By agreement between the Company and the Employee, an Employee may be paid in advance for the whole period of their long service leave immediately in advance of taking that leave. Otherwise an Employee will be paid during their leave by bank transfer on the normal pay day.
- (b) If an Employee dies prior to or during the taking of long service leave the Company must pay the amount calculated, using the Employee's actual rate of pay at his/her death, for the period of entitlement untaken or unpaid to the Employee's legal representative.

### 12.12 Leave previously taken

Any Employee who has been granted and has taken long service leave will not be entitled to any benefits in respect of the period of entitlement the Employee has taken long service leave.

### 12.13 Holidays and annual leave

Any period of long service leave will include any public holiday falling during the period of leave but will not include any period of annual leave.

### 12.14 Employment during long service leave

Any Employee who engages in any employment for hire or reward during any period when such Employee is on long service leave will forfeit the Employee's right to payment for long service leave for such period of employment and, if already paid for such period, will repay to the Company by whom such long service leave payment had been made the amount the Employee has received in respect of such period of long service leave.

### 12.15 Transition to flexible work

The Company is committed to providing flexible work arrangements for Employees transitioning from full-time work arrangements to retirement. This flexibility can be achieved in a number of ways, including:

- (a) moving toward part-time work;
- (b) the ability to access single day entitlements of long service leave where eligible and approved in conjunction with the Employee's Manager, as a step down arrangement from full-time work; or

- (c) using the span of hours to adjust work attendance times.

These initiatives are intended to facilitate flexible working arrangements and diversity and no Employee is required to take up any of these options.

## 13. Appendix B – Classification Structure and Base Salary

### Level 1

A Level 1 position is one in which Employees work within established routines, methods and procedures that are predictable and may require the exercise of limited discretion.

Typical activities and skills may include but are not limited to:

- applying basic office procedures;
- operating office equipment;
- receiving, sorting, distributing and filing correspondence and documents;
- performing basic manual or technical duties;
- performing defined data entry/inquiry tasks; and/or
- answering enquiries using a general knowledge of the employer's services.

Company typical positions include: mail clerk, data entry officer.

### Level 2

A Level 2 position performs tasks and service requirements given authority within defined limits and employer established guidelines, using a more extensive range of skills and knowledge at a level higher than in Level 1.

Level 2 Employees are responsible for their own work which is performed within established routines, methods and procedures.

Typical activities and skills may include but are not limited to:

- processing of standard documentation;
- undertaking cashiering functions;
- answering enquiries from members and external parties using a detailed knowledge of specific business activities;
- drafting correspondence appropriate to job function;
- organising own work schedule; and/or
- providing information/assistance to other staff members.

Company typical positions include: trainee case manager, support services officer, trainee claims consultant, administration officer.

### Level 3

A Level 3 position is one in which tasks and service requirements are performed using a more extensive range of skills and knowledge at a higher level than required in Level 2.

The position encompasses limited discretion in achieving task outcomes. A level of delegation and authority may be employed consistent with the job function and is performed predominantly within established policies and guidelines.

Those employed at this level are responsible and accountable for their own work, and may be expected to provide direction to other staff.

Typical activities and skills may include but are not limited to:

- undertaking of projects;
- preparing reports and recommendations within their own job function;
- drafting of routine correspondence;
- administering/maintaining staff records; and/or
- delivery and/or co-ordination of learning and development activities.

Company typical positions include: case manager, claims consultant, premium service officer, receptionist, recovery officer, customer services officer, consultant, small business direct consultant, payroll officer, assistant account manager, account manager, internal account manager, sales and marketing coordinator, credit officer, learning and development coordinator, injury management coordinator.

### Level 4

A Level 4 position is one in which tasks and service requirements are performed using a more extensive range of skills and knowledge at a level higher than required at Level 3. Those employed at this level are responsible for their own work and any employees under their control.

Positions at this level require the application of relevant specialist knowledge and experience.

Those employed at this level would be required to advise on a range of activities and contribute to the determination of objectives within the required area of expertise.

Typical activities and skills may include but are not limited to:

- managing and maintaining service standards;
- overseeing day-to-day operations of functional areas of responsibilities;
- implementing and maintaining effective controls;
- initiating disciplinary processes;
- assisting with the recruitment and selection of staff; and/or
- preparing of reports.

Company typical positions include: compliance officer, personal assistant, assistant accountant, accounts officer, senior case manager, business development manager, senior account manager, senior claims consultant, senior credit officer, desktop support technician, injury management advisor, injury management specialist,

### Level 5

A Level 5 position is one in which tasks, service requirements and supervisory functions are performed using a more extensive range of skills and knowledge at a higher level than required at Level 4.

The position may be:

- a specialised role, possibly supported by one or two junior staff members, requiring formal qualifications and/or specialised vocational training; and/or
- a managerial role (managing 5–10 people) responsible for the operation of part or parts of the employer's business.
- Those employed at this level exercise considerable discretion and/or are responsible for operational planning.

Company typical positions include: office manager, team leader (less than 10 direct reports), technical specialist, national accounts manager, accountant, underwriter.

### Level 6

Those employed at this level perform a managerial role primarily to control the conduct of a part of the Company's business and in which decisions are regularly made and responsibility accepted on matters relating to the administration and conduct of the part of the business. Those responsible for managing more than 10 people are classified at this level.

### Adult Minimum Annual Base Salary Rates

Classification Level	Minimum Annual Base Salary
Level 1	\$38,201
Level 2	\$41,695
Level 3	\$43,953
Level 4	\$46,078
Level 5	\$47,889
Level 6	\$53,457

During the term of this Agreement, the Company will increase the minimum annual Base Salary rates in line with the percentage increase applied to minimum annual salary rates in the Award pursuant to the Fair Work Commission's annual wage review.

## Junior Employees

- (a) Subject to paragraph (b) below, Employees will be remunerated according to the duties and responsibilities of the role they are engaged to perform, irrespective of age.
- (b) The Company reserves the right to apply junior rates of pay, as set out in the table below, where the duties or responsibilities of the role performed are lowered or diminished in any way. This includes, without limitation, Employees under 21 years of age who are employed on internships and work experience.

Age	Percentage of adult rate to be paid to junior employees
Under 17 years of age	≥ 50%
17 years of age	60%
18 years of age	70%
19 years of age	80%
20 years of age	90%

Signed for and on behalf of  
Allianz Australia Services Pty Limited  
by its duly authorised representative in the presence of:

Signature of authorised representative

TIM DAWSON

Name of authorised representative (please print)

CHIEF HUMAN RESOURCES OFFICER

Capacity

24 February 2017

Date

2 MARKET ST SYDNEY

Address

Signature of witness

Melanie Gittany

Name of witness (please print)

24/2/2017

Date

2 market St Sydney NSW 2000

Address

Signed by  
Employee Representative:  
in the presence of:

Signature of Employee representative

MELANE FREER

Name of Employee representative (please print)

SARAH INIWA REPRESENTATIVE  
COVERED BY THE  
ENTERPRISE AGREEMENT

Capacity

24/2/17

Date

ALLIANZ AUSTRALIA  
2 MARKET ST, SYDNEY

Address

Signature of witness

LISA SPENCE

Name of witness (please print)

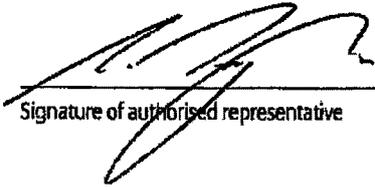
24/2/17

Date

2 MARKET STREET  
SYDNEY NSW

Address

Signed for and on behalf of  
Ken Tame & Associates Pty Ltd  
by its duly authorised representative in the presence of:

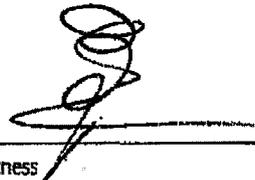
  
\_\_\_\_\_  
Signature of authorised representative

Ken Tzobanopoulos  
\_\_\_\_\_  
Name of authorised representative (please print)

CEO - KEN TAME & ASSOC.  
\_\_\_\_\_  
Capacity

23/2/17  
\_\_\_\_\_  
Date

79-83 HIGH ST. KEW  
\_\_\_\_\_  
Address

  
\_\_\_\_\_  
Signature of witness

CRAIG WILLIAMS  
\_\_\_\_\_  
Name of witness (please print)

23/2/17  
\_\_\_\_\_  
Date

79-83 HIGH ST KEW, VIC  
\_\_\_\_\_  
Address

Signed by  
Employee Representative:  
in the presence of:

  
\_\_\_\_\_  
Signature of Employee representative

Chonette McCulloch  
\_\_\_\_\_  
Name of Employee representative (please print)

I am a Receptionist covered  
by the Agreement.  
\_\_\_\_\_  
Capacity

23 February 2017  
\_\_\_\_\_  
Date

Suite 2-4, 79-83 High Street, Kew  
\_\_\_\_\_  
Address

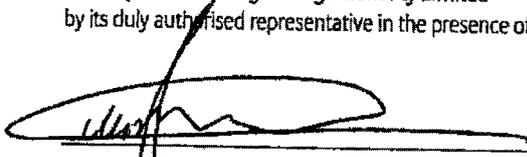
  
\_\_\_\_\_  
Signature of witness

CRAIG WILLIAMS  
\_\_\_\_\_  
Name of witness (please print)

23/2/17  
\_\_\_\_\_  
Date

79-83 HIGH ST, KEW VIC.  
\_\_\_\_\_  
Address

Signed for and on behalf of  
Primacy Underwriting Management Pty Limited  
by its duly authorised representative in the presence of:

  
\_\_\_\_\_  
Signature of authorised representative

Marcus Wilmore Pearl  
Name of authorised representative (please print)

Chief Executive Officer  
Primacy Underwriting  
Management Pty Limited  
Capacity

3rd March 2017  
Date

Level 20, 357 Collins St, Melbourne  
VIC 3000  
Address

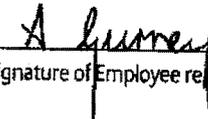
  
\_\_\_\_\_  
Signature of witness

Georgia Lipman  
Name of witness (please print)

3-3-17  
Date

Level 20, 357 Collins St, Melbourne  
VIC 3000  
Address

Signed by  
Employee Representative:  
in the presence of:

  
\_\_\_\_\_  
Signature of Employee representative

Aaron Gurney  
Name of Employee representative (please print)

I sign this agreement as an  
employee covered by the  
Enterprise Agreement (Classification  
Level 4 )  
Capacity

3rd March 2017  
Date

Level 20, 357 Collins St, Melbourne 3000  
Address

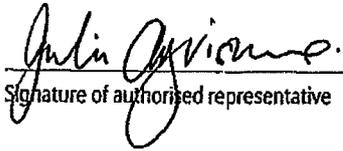
  
\_\_\_\_\_  
Signature of witness

Georgia Lipman  
Name of witness (please print)

3-3-17  
Date

Level 20, 357 Collins St,  
Melbourne VIC 3000  
Address

Signed for and on behalf of  
Finance Sector Union of Australia  
by its duly authorised representative in the presence of:

  
\_\_\_\_\_  
Signature of authorised representative

Julia Angrisano  
\_\_\_\_\_  
Name of authorised representative (please print)

National Secretary  
Finance Sector Union of Australia  
Authorised under rule 49 of the FSU's rules to sign  
industrial agreements  
\_\_\_\_\_

Capacity

06/03/2017  
\_\_\_\_\_  
Date

341 Queen Street, Melbourne, Victoria 3000  
\_\_\_\_\_  
Address

  
\_\_\_\_\_  
Signature of witness

Lien Somenand  
\_\_\_\_\_  
Name of witness (please print)

6/3/2017  
\_\_\_\_\_  
Date

321 Pitt St SYDNEY NSW 2000  
\_\_\_\_\_  
Address

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## In the Fair Work Commission

Matter No. AG2017/668

Applicant: Allianz Australia Services Pty Limited, Ken Tame & Associates Pty Limited and Primacy Underwriting Management Pty Limited

Undertaking of Allianz Australia Services Pty Limited, Ken Tame & Associates Pty Limited and Primacy Underwriting Management Pty Limited (the Companies) pursuant to section 190 of the Fair Work Act 2009 (Cth) (the FW Act)

The Companies hereby undertake as follows

1. In respect of clause 13, Appendix B the Adult Minimum Annual Base Salary Rates of pay will be as follows:

Classification Level	Minimum Annual Base Salary
Level 1	\$38,900
Level 2	\$42,610
Level 3	\$45,000
Level 4	\$47,250
Level 5	\$49,170
Level 6	\$55,075

2. The definitions of the terms "Non-packaged" and "Packaged" in clause 2.3 will be amended to read as follows:

*"(r) "Non-packaged" is where an Employee is on a Total Remuneration Benefit (TRB) of \$80,000 or less per annum. The threshold of "Packaged" will increase to \$82,000 on 1 January 2018.*

*(s) "Packaged" where an Employee is where an Employee is on a Total Remuneration Benefit (TRB) of greater than \$80,000 per annum. The threshold of "Packaged" will increase to \$82,000 on 1 January 2018.*

This undertaking is signed by Tim Dawson (Chief Human Resources Officer) on behalf of Allianz Australia Services Pty Limited, Ken Tame & Associates Pty Limited and Primacy Underwriting Management Pty Limited.

Signed: 

Dated: 7 April 2017

## **Schedule 2.3—Model consultation term**

(regulation 2.09)

### **Model consultation term**

- (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).