



# DECISION

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

**Allianz Australia Services Pty Limited**  
(AG2021/169)

## **ALLIANZ AUSTRALIA GROUP BUSINESS PARTNERSHIP AGREEMENT 2020**

Banking finance and insurance industry

DEPUTY PRESIDENT DEAN

SYDNEY, 19 FEBRUARY 2021

*Application for approval of the Allianz Australia Group Business Partnership Agreement 2020.*

[1] An application has been made for approval of an enterprise agreement known as the *Allianz Australia Group Business Partnership Agreement 2020* (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 (Employer). The Agreement is a single enterprise agreement.

[2] The Employer has provided a written undertaking. A copy of the undertaking is attached in Annexure A. I am satisfied that the undertaking will not cause financial detriment to any employee covered by the Agreement and that the undertaking will not result in substantial changes to the Agreement. The undertaking is taken to be a term of the agreement.

[3] Subject to the undertaking 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] I note that clause 7.1 (Annual Leave) of the Agreement is likely to be inconsistent with the National Employment Standards (NES). However, noting clause 2.2(a) of the Agreement, I am satisfied the more beneficial entitlements of the NES will prevail where there is an inconsistency between the Agreement and the NES.

[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 26 February 2021. The nominal expiry date of the Agreement is 18 February 2024.

DEPUTY PRESIDENT

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Annexure A

**In the Fair Work Commission**

**Matter No.** AG2021/169

**Applicant:** Allianz Australia Services Pty Limited, Ken Tame & Associates Pty Limited and Primacy Underwriting Management Pty Limited (the **Companies**)

The Companies, pursuant to section 190 of the *Fair Work Act 2009* (Cth), hereby undertake as follows:

1. In relation to clause 7.1.1(a) of the Allianz Australia Group Business Partnership Agreement 2020, the following will be taken to apply;

"For the purpose of the additional week of annual leave provided for in the NES, a shiftworker is a 7 day shiftworker who is regularly rostered to work on Sundays and public holidays in a business in which shifts are continuously rostered 24 hours a day for 7 days a week."

This undertaking is signed by Nathan Hill, Head of Employee Relations, on behalf of Allianz Australia Services Pty Limited, Ken Tame & Associates Pty Limited and Primacy Underwriting Management Pty Limited.

Signed:



Dated:

17 February 2021

## Allianz Australia Group Business Partnership Agreement 2020

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**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 2020 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 ninth 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 and enterprise goals if we have a workforce that is representative of our customers and the communities in which we operate.

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 continue developing 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.

### **1.3. PERFORMANCE OF DUTIES**

- (a) Due to the evolving nature of the Company's business, Employees may be required to perform new duties in the future. This may include the use of new systems, processes and technologies. We anticipate that all Employees may require different skills to meet our future capability requirements.
- (b) To facilitate the future of work, the Company will provide any training that is deemed necessary to ensure that Employees are able to carry out all duties which may be assigned to them safely and competently.
- (c) For the avoidance of doubt, nothing in this clause is intended to promote deskilling.
- (d) A review of performance targets should be undertaken for Employees who are required to perform amended duties on an ongoing basis under this clause. For the avoidance of doubt, where duties are not substantially changed, or the change does not affect work outputs, a performance target review may not be required.

## **2. TECHNICAL MATTERS**

### **2.1. AGREEMENT TITLE**

This Agreement will be known as the Allianz Australia Group Business Partnership Agreement 2020.

### **2.2. AGREEMENT DURATION AND INTERACTION**

- (a) This Agreement is to be read and interpreted in conjunction with the NES. Where there is any inconsistency between this Agreement and the NES, the NES provision will apply to the extent of the inconsistency.
- (b) This Agreement operates to the exclusion of the Banking, Finance and Insurance Award 2020 and all other industrial instruments that could otherwise apply. For the avoidance of doubt, whilst the Agreement remains in operation, a modern award which covers any of the Employees who fall within the classifications in this Agreement, will have no application.
- (c) This Agreement will commence 7 days after it has been approved by the FWC and will remain in force for a period of 3 years from the date of approval by the FWC.
- (d) It is the intention of the parties to commence negotiations on the terms of a further agreement, 6 months prior to the expiry date of this Agreement.

### **2.3. PARTIES COVERED AND RELATIONSHIP TO AGREEMENT**

- (a) This Agreement covers Allianz Australia Services Pty Limited, Ken Tame & Associates Pty Limited, Primacy Underwriting Management Pty Limited and Employees employed by these entities, including Employees who, prior to the commencement of this Agreement, were covered by the Territory Insurance Office Collective Agreement 2017.
- (b) This Agreement does not cover or apply to Employees that are appointed in writing by Allianz Australia Services Pty Limited, Ken Tame & Associates Pty Limited or Primacy Underwriting Management Pty Limited as being part of the Executive Cluster.

### **2.4. NO FURTHER CLAIMS**

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

### **2.5. DEFINITIONS**

In this Agreement:

- (a) “Act” means the Fair Work Act 2009 (Cth).
- (b) “Agreement” means the Allianz Australia Group Business Partnership Agreement 2020.
- (c) “Allianz Australia” means Allianz Australia Services Pty Limited.
- (d) “Award” means Banking, Finance and Insurance Award 2020 as amended.
- (e) “Base Salary” means an Employee’s annual gross pay for ordinary hours, which includes annual leave loading and the value of any salary sacrifice arrangements, but excludes overtime, penalty loadings, bonuses, allowances and all employer superannuation contributions. Minimum Base Salary is set out in Appendix A of this Agreement.

- (f) "Base Hourly Rate of Pay" means an Employee's hourly rate, based on the applicable gross full time Base Salary, divided by 52 weeks and then by 37.5.
- (g) "Business Unit" means a defined group of Employees within the Company's organisational structure (i.e. team, division, department, or branch as applicable).
- (h) "Company" or "Companies" means the entities which are covered by this Agreement and specified at clause 2.3.
- (i) "Contract Hours" means the hours a part-time Employee will be rostered to work over a Work Cycle.
- (j) "CPI" means the Consumer Price Index released by the Australian Bureau of Statistics.
- (k) "Direct Manager" means direct supervisor or direct manager.
- (l) "Employee" means an employee of the Company.
- (m) "Executive Cluster" means Employees excluded from the operation of this Agreement that are appointed in writing by Allianz Australia Services Pty Limited, Ken Tame & Associates Pty Limited or Primacy Underwriting Management Pty Limited to the following positions and / or roles:
  - (i) Executive Managers;
  - (ii) Chief General Managers of Business Units;
  - (iii) Chief Operating Officer;
  - (iv) Chief Marketing Manager;
  - (v) Chief Financial Officer;
  - (vi) General Manager;
  - (vii) roles equivalent to these roles; and
  - (viii) other senior managers of Business Units.
- (n) "Executive Manager" means a senior manager of an Allianz Australia Business Unit which includes the role of Chief Executive Officer, Chief Financial Officer, Chief Information Officer, Chief Operating Officer, Chief Marketing Manager or General Manager or an equivalent role or a role at an equivalent level within the Companies who are appointed in writing as being part of the Executive Cluster.
- (o) "FSU" means Finance Sector Union of Australia.
- (p) "FWC" means the Fair Work Commission.
- (q) "Human Resources" means the human resources department or manager responsible for the human resources function at the Company or Companies.
- (r) "Immediate Family" means:

- (i) a Spouse, de facto partner, child, parent, grandparent, grandchild or sibling of the Employee; or
  - (ii) a child, parent, grandparent, grandchild or sibling of the Spouse or de facto partner of the Employee.
- (s) "Manager" means the leader of the Business Unit.
- (t) "Mutual Agreement" is achieved when Managers or Direct Managers and Employees have had full and open discussions and enter into an agreed arrangement after those discussions.
- (u) "NES" means the National Employment Standards set out in the Act.
- (v) "Non-packaged" means an Employee is on a Total Remuneration Benefit of \$85,000 or less per annum.
- (w) "Normal Hourly Pay" means a Retail Distribution Employee's hourly rate calculated by:
- (i) for a full-time Employee, dividing the Employee's annual Base Salary by 13 Work Cycles divided by 150 hours; and
  - (ii) for a part-time Employee, dividing the Employee's annual pro-rata Base Salary by 13 Work Cycles divided by 150 hours.
- (x) "Notional Weekend" means the days a Retail Distribution Employee is not rostered to work in any 7 day week. Where Saturday and Sunday are not part of an Employee's ordinary pattern of work, those days will automatically be deemed the Employee's Notional Weekend.
- (y) "Packaged" means an Employee is on a Total Remuneration Benefit of greater than \$85,000 per annum.
- (z) "Pattern of Hours" means the ordinary hours of work determined in accordance with the provisions in clause 5.2 Pattern of Hours for each Employee within the spread of hours. For Retail Distribution Employees, the Pattern of Hours are known as the Scheduled Hours and may include a rotational roster worked within the spread of hours outlined in clause 5.1 Spread of Hours. Rotational rosters will be changed on an ongoing basis, depending on the needs of the business
- (aa) "Regular Casual Employee" means a casual Employee who, in the preceding period of 12 months, has worked a regular and systematic pattern of hours and has a reasonable expectation of continuing employment.
- (bb) "Regulations" means the Fair Work Regulations 2009 (Cth).
- (cc) "Relocation" refers to the transfer of an Employee from one geographic location to another but does not apply to any transfers within the same metropolitan area or within reasonable travelling distance of the same geographic area.
- (dd) "Retail Distribution Employee" means an Employee working within the Retail Distribution Division - Contact Centre however described by the Company from time to time.
- (ee) "Salary Budget" for each of the Companies means the Total Remuneration Benefit of all Employees of the respective Company who are eligible to participate in the Remuneration Review, in accordance with clause 6, and who have a full time equivalent Total Remuneration Benefit of less than \$180,000 per annum.

- (ff) “Spouse” includes a former spouse, a de facto partner or a former de facto partner, who lives with the Employee as a de facto partner or lived with the Employee as a de facto partner. A Spouse can be of the same sex or different sex to the Employee.
- (gg) "Targets" mean the key targets an Employee must achieve in a particular year as consulted and documented in the Employee's performance review or equivalent.
- (hh) “Temporary Employee” means an Employee engaged for a fixed term or maximum term contract of employment for a specified period or specified task.
- (ii) "Total Remuneration Benefit" (TRB) refers to an Employee’s total fixed remuneration inclusive of Base Salary and superannuation.
- (jj) "Whole Position" means a recognised position that is the subject of a job share arrangement.
- (kk) “Work Cycle” means a 4 week / 28 day work period within which each Employee may work their ordinary hours.

### **3. EMPLOYMENT TYPE**

Prior to commencement of employment, the Company will inform each Employee of the basis upon which they are engaged in writing and part time Employees will be informed in writing of the details of their expected Contract Hours.

#### **3.1. FULL-TIME EMPLOYMENT**

Full-time Employees in Non-packaged positions are engaged to work up to a maximum of 150 hours per 4 week period as specified in clause 5.4.1 Ordinary hours, on a regular and ongoing basis.

#### **3.2. PART-TIME EMPLOYMENT**

- (a) The Contract Hours of a part-time Employee will be less than 150 hours per 4 week period as specified in clause 5.4.1 Ordinary hours.
- (b) A part-time Employee will be engaged and paid for a minimum of 2 consecutive hours of work on each occasion they are required to attend work.
- (c) A part-time Employee will receive the same entitlements as a full-time Employee on a pro-rata basis calculated with reference to the number of ordinary hours of work performed by the part-time Employee.

#### **3.3. CASUAL EMPLOYMENT**

- (a) A casual Employee will be engaged by the hour and paid as such.
- (b) For each hour worked, a casual Employee will be paid a minimum Base Hourly Rate of Pay (for the relevant classification and level in Appendix A) plus a 25% casual loading. The casual loading compensates casual Employees for not having entitlements under the NES that full-time and part-time Employees have, such as but not limited to, entitlements to annual leave and personal/carer's leave.
- (c) Casual Employees may work up to a maximum of 10 hours in any 24 hour period.
- (d) Casual Employees will be engaged and paid for at least 2 consecutive hours of work on each occasion they are required to attend work.

#### **3.4. CONVERSION FROM CASUAL EMPLOYMENT TO PERMANENT EMPLOYMENT**

- (a) A Regular Casual Employee may request to be converted to full-time or part-time employment.
- (b) A Regular Casual Employee may request in writing to the Company, to continue working the same hours the Employee has been working however on a permanent basis as a full-time or part-time Employee.
- (c) The Company will appropriately consider an Employee's request to convert to full-time or part-time employment and will give the Employee a written response to the request within 21 days, stating whether the request is granted or refused.
- (d) The Company may only refuse the request on reasonable grounds.

- (e) Reasonable grounds for refusal may include business reasons that are known to the Company or are reasonably foreseeable including but not limited to:
  - (i) an expectation that the hours of work, which the Regular Casual Employee is required to perform, will change or significantly reduce over the next 12 months;
  - (ii) the work being performed will cease to exist within the next 12 months; or
  - (iii) a significant adjustment would be required to the Employee's hours of work in order for the Employee to be engaged as a full-time or part-time Employee (that is, the casual Employee is not truly a Regular Casual Employee for the purposes of this clause).
- (f) If the Company approves the Employee's request to convert their casual employment to full-time or part-time employment, the Company will confirm the date the conversion will take effect in a letter of offer of employment to the Employee.
- (g) A casual Employee is not obliged to convert to full-time or part-time employment.
- (h) A casual Employee that has converted to full-time or part-time employment, may only revert to casual employment with the approval and written agreement of the Company.

### **3.5. TEMPORARY EMPLOYMENT**

- (a) A Temporary Employee may be engaged by the Company on a full-time or part-time basis.
- (b) The Company will provide the Temporary Employee details of their engagement prior to their commencement with the Company including the duration of the term of engagement and / or the specified task or project the Employee has been engaged to assist with or complete.
- (c) A Temporary Employee's term of engagement with the Company may be extended for a period of 12 months however, the engagement of the Temporary Employee for the particular contract of employment must not exceed 24 months without the written approval of the relevant Senior Human Resources Manager.
- (d) The term of engagement may be shortened by either party on the giving of 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. PROBATION PERIOD**

- (a) Employees will be on a probationary period for the first 6 months of their employment.
- (b) During the probationary period, either party can terminate the employment by the giving of 1 weeks' notice. The Company may partly or wholly pay this notice in lieu.

## **4. FLEXIBILITY**

The Company is committed to supporting our people to work flexibly including role sharing, working from home or other flexible work arrangements. It is important for everyone to balance both personal and work commitments and we encourage all Employees to speak to their Manager if they need support to work more flexibly in their role. This section outlines the options available to Employees wanting to work flexibly.

### **4.1. ROLE SHARING**

- (a) Role sharing is an arrangement whereby 2 or more Employees voluntarily share all of the duties and responsibilities of a Whole Position.
- (b) Each role sharing arrangement will be discussed and agreed and will be detailed in a written agreement between the Manager and the Employees involved.
- (c) An Employee engaged in a role sharing arrangement will be considered a part-time Employee as per clause 3.2 of this Agreement and any other terms and conditions in this Agreement that apply to part-time Employees will apply.

### **4.2. HOME BASED WORK**

- (a) Where appropriate, the Company will provide Employees access to home based work arrangements. Home based work arrangements will be genuinely considered by the Company on a case by case basis and may be subject to a trial period.
- (b) The Company may be required to direct Employees to work from home in certain circumstances of operational disruption or extenuating circumstances.
- (c) When considering whether an Employee can work from home, the Company will need to assess the appropriateness of the home based work arrangement by taking into account:
  - (i) the work-related technology and equipment the Employee requires to perform their duties and the seamless exchange of regular information between the Employee, the Company, and any of the Company's customers (including virtual software, systems to protect work files and email);
  - (ii) the nature of the Employee's role including relevant performance metrics to be achieved and the level of support and supervision the Employee requires;
  - (iii) whether the Employee's work environment at home poses any risk to the Employee's health and safety, and that it is consistent with any obligations contained in the Company's Work Health and Safety requirements; and
  - (iv) the Employee's previous experience with home based work.
- (d) Employees may be required to attend training at a Company worksite from time to time and must not unreasonably refuse a request to attend training.
- (e) Home based work arrangements will be subject to review and on the basis that if the Company can no longer facilitate the arrangement, 4 weeks' notice of the cessation of a home based work arrangement will be provided to an Employee.

- (f) Where the Company has either directed Employees to work from home, or agrees to an Employee's request to work from home, the Company will supply the work-related technology and equipment it determines is required for the Employee to perform their duties.
- (g) Employees undertaking home based work are entitled to all the provisions in this Agreement for which they would normally be eligible.

#### **4.3. SELF-MANAGED WORK ("SMW")**

Eligibility to participate in SMW arrangements apply to Non-packaged Employees in full-time positions only.

##### **(a) Application**

- (i) SMW supports the Company's aim to build a high performance culture through the achievement of high performance targets. Under a SMW arrangement, an Employee works the hours necessary to complete a particular role or project. Prior to entering into a SMW arrangement, 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.
- (ii) For each month an Employee achieves their specified high performance targets during a SMW year, the Employee will be entitled to 1 day's leave per month (**Productivity Day**) up to a maximum of 12 Productivity Days per annum.
- (iii) All hours worked by an Employee in excess of ordinary hours will not attract the overtime rates or associated allowances in clause 5.5 and are offset by the 12 Productivity Days.
- (iv) For the avoidance of doubt, Employees will not be permitted to work more than 10 hours in any given shift under a SMW arrangement.

##### **(b) Conditions of SMW arrangements**

- (i) The SMW year runs from 1 January to 31 December of each year.
- (ii) To participate in a SMW arrangement, eligible Employees are required to submit an application no later than 4 weeks prior to the commencement of the subsequent SMW year. For the avoidance of doubt, applications must be resubmitted each year regardless if the Employee participated in a SMW arrangement the previous year.
- (iii) Productivity Days may be taken at any time during the SMW year upon approval by the relevant Manager however, due to the operational requirements of the Company, no more than 5 consecutive Productivity Days can be taken at once.
- (iv) Productivity Days do not accrue from year to year. Any Productivity Days which are not used during the SMW year shall be paid out at ordinary rates at the conclusion of that year.

##### **(c) Exclusion from SMW arrangements**

- (i) Employees can request to be removed from a SMW arrangement on the giving of 2 week's written notice and therefore revert to ordinary hours.

- (ii) In circumstances where an Employee does not meet the required performance standards, the Manager may exclude the Employee from further participation in this work arrangement by giving the Employee 2 weeks' notice in writing. For the avoidance of doubt, the Employee will be entitled to the Productivity Day for the month until the arrangement is terminated for the following month. 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.
- (iii) In extraordinary circumstances, the Company may temporarily suspend SMW in order to meet critical business needs. Affected Employees will be informed of the period of time and the reasons for the temporary suspension and will revert to ordinary hours and will be entitled to payment for any approved overtime worked for that period.

#### **4.4. INDIVIDUAL FLEXIBILITY ARRANGEMENT**

##### **4.4.1 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) Arrangements about when work is performed;
  - (vii) Overtimes rates;
  - (viii) Penalty rates;
  - (ix) Allowances; and
- (b) the arrangement meets the genuine needs of the Company and the Employee in relation to any of the matters mentioned in paragraph 4.4.1(a); and
- (c) the arrangement is genuinely agreed to by the Company and the Employee.

##### **4.4.2 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.

#### **4.4.3 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.

#### **4.4.4 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.

#### **4.4.5 Cooling off period**

A cooling off period of 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.

#### **4.4.6 Exchange of data**

The Company will provide the FSU with data about the number and nature of individual flexibility arrangements made about matters listed in this clause annually.

### **4.5. REQUESTS FOR FLEXIBLE WORKING ARRANGEMENTS**

- (a) The Company is committed to providing flexibility in the workplace to assist Employees in balancing their personal and work commitments by facilitating changes in working arrangements with respect to the following groups of Employees in accordance with the NES:

- (i) the Employee is a 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 years of age 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 household, who requires care or support because the member is experiencing violence from the member's family.
- (b) An Employee is not entitled to request a change in their working arrangements unless:
- (i) the Employee has completed at least 12 months of continuous service with the Company immediately before making the request (excluding casual Employees); or
  - (ii) the Employee is a Regular Casual Employee immediately before making the request, and there is a reasonable expectation of continuing employment with the Company on a regular and systematic basis.
- (c) The request by the Employee 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) In circumstances where the Employee and the Company cannot agree on a proposed change to working arrangements, the Company will endeavour to identify and offer an alternative change in working arrangements so as to better accommodate the Employee's circumstances.

## **5. HOURS OF WORK**

### **5.1. SPREAD OF HOURS**

- (a) Ordinary hours may be worked between 7.00am and 9.00pm, Monday to Sunday.
- (b) For Retail Distribution Employees, ordinary hours may be worked within the spread of hours provided in clause 5.1(a) or as follows:
  - (i) 6.00am to 9.00pm, Monday to Sunday during the period daylight saving is proclaimed within the State or Territory in which the Employee is based;
  - (ii) 9.00pm to 7.00am, Monday to Sunday (After Hours).
- (c) Business Unit Managers shall determine the core hours for the respective Business Unit taking into account different operational requirements. These core hours will be communicated to new Employees on commencement of employment. 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.

### **5.2. PATTERN OF HOURS**

#### **5.2.1 Establishing the Pattern of Hours (Scheduled Hours for Retail Distribution Employees)**

- (a) Prior to commencement of employment, the Pattern of Hours/Scheduled Hours and number of days to be worked by an Employee will be determined between the Employee and their Direct Manager.
- (b) Factors to be taken into account in determining the most suitable Pattern of Hours/Scheduled Hours for an Employee 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.
- (c) The Pattern of Hours/Scheduled Hours and number of days to be worked by each Employee upon commencement of employment will be in writing and set out in the Company's letter of offer of employment to the Employee.
- (d) In the establishment of Scheduled Hours for Retail Distribution Employees, Employees will be provided with 4 weeks' notice of their Scheduled Hours.

#### **5.2.2 Varying the established Pattern of Hours (excluding Retail Distribution Employees)**

- (a) An Employee and their Direct Manager may elect to vary the established Pattern of Hours. These changes may arise as a result of the Company's business needs or operational requirements or the personal circumstances of the Employee.

- (b) Where there is a need to vary an established Pattern of Hours, the Manager will consult with Employees in accordance with clause 8.3 and will make attempts to alter the Pattern of Hours via Mutual Agreement.
- (c) Requests to vary the established Pattern of Hours should be made, where practical, at least 24 hours in advance.
- (d) An Employee will be notified at least 1 week in advance of the date of effect of the new arrangements.
- (e) Where a Manager and an Employee experience difficulty in resolving differences regarding the Pattern Hours as per 5.2.2 (b), 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.
- (f) In resolving any potential safety issues relating to Employees travelling to and from work, the Company may consider any cost-effective alternative arrangement which meets the requirements of the Company and the needs of the Employee including:
  - (i) car-pools;
  - (ii) provision of safe parking for Employees' vehicles;
  - (iii) reimbursement for privately organised travel costs; and
  - (iv) taxis or ride-share provided by the Company for all or part of the journey to or from work.

### **5.2.3 Varying the established Scheduled Hours (Retail Distribution Employees only)**

- (a) An Employee and their Direct Manager may elect to vary the established Scheduled Hours. These changes may arise as a result of the Company's business needs or operational requirements or the personal circumstances of the Employee.
- (b) Where there is a need to vary established Scheduled Hours, the Manager will consult with Employees in accordance with clause 8.3 and make attempts to alter the Scheduled Hours via Mutual Agreement. If the Employee and Manager cannot agree on the Scheduled Hours to be worked, the Company may specify hours of work for the Employee that are between the spread of hours.
- (c) Work health and safety
  - (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 at a Contact Centre alone. A minimum of 2 Employees will be rostered on each shift.

- (iv) Employees working the shift specified in clause 5.2.3(d)(ii) 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.
- (v) 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 4 hours at double time will apply.

### **5.3. 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

unless otherwise required by the Act or Regulations.
- (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.

### **5.4. WORKING HOURS ARRANGEMENTS**

The following clause applies to Employees in Non-packaged positions at the Company.

#### **5.4.1 Ordinary hours**

- (a) The ordinary hours for full-time Employees, excluding meal breaks, shall not exceed 150 hours per 4 week period.
- (b) The ordinary hours for part-time Employees will be their Contract Hours. The Contract Hours of a part-time Employee will be less than 150 hours per 4 week period.
- (c) A maximum of 10 ordinary hours may be worked in any 24 hour period. Employees shall not be obliged to work more than 5 days out of each 7 day week within their ordinary working hours.
- (d) Retail Distribution Employees
  - (i) In addition to clauses 5.4.1(a) to (c) above, Retail Distribution Employees:
    - a) will not be required to work more than 5 out of 7 consecutive days; and
    - b) are entitled to take 2 days out of each 7 day week as their Notional Weekend.

- (ii) Any work directed by the Company to be worked on a Notional Weekend will attract overtime rates as prescribed in clause 5.5 Overtime.

## **5.5. OVERTIME**

This clause applies to Non-packaged Employees only and excludes Employees working under Self-Managed Work arrangements. For the avoidance of doubt, Packaged Employees will not be compensated for overtime.

### **5.5.1 Application**

- (a) Overtime will apply where an Employee is directed to work by the Company:
  - (i) outside the relevant spread of hours prescribed in clause 5.1 or
  - (ii) in excess of the ordinary hours prescribed in clause 5.4.1 or
  - (iii) in excess of a part-time Employee's Contract Hours.
- (b) Overtime hours must be authorised and will only be paid to an Employee with prior approval from their Direct Manager.

### **5.5.2 Payment for overtime**

- (a) Overtime will be calculated on an Employee's Base Hourly Rate of Pay and paid by the Company at the following rates:
  - (i) time and one half for the first 2 hours; and
  - (ii) double time thereafter.
- (b) In calculating overtime each day's work will stand alone.
- (c) Retail Distribution Employees
  - (i) In lieu of the rates prescribed in clause 5.5.2(a) above, Retail Distribution Employees are entitled to payment at the rate of double time, calculated on their Normal Hourly Pay, for any overtime hours worked on the following days:
    - a) a Saturday or Sunday; or
    - b) on the Employee's Notional Weekend.
  - (ii) Overtime performed on days other than those specified at 5.5.2(c)(i)a) and b), will attract the rates prescribed in clause 5.5.2(a).
- (d) Where an Employee may be eligible to receive overtime payment for work that meets multiple categories of overtime work described in clause 5.5.1(a) above, the Employee will be entitled to 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.
- (e) An Employee may refuse to work overtime in circumstances where the working of such overtime hours is unreasonable.

### **5.5.3 Rest period after working overtime**

- (a) 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.
- (b) If on the instruction of the Company the Employee is required to resume or continue work without having had 10 consecutive hours off duty, the Employee must be paid at double time rates until they are released from duty for such period. The Employee will then be entitled to be absent until they have had 10 consecutive hours off duty without loss of pay for any time scheduled during such absence.

### **5.5.4 Time off in lieu**

- (a) An Employee and their Direct Manager may agree in writing to the Employee taking time off in lieu of being paid for a particular amount of overtime that has been worked by the Employee per clause 5.5.1 of this Agreement.
- (b) The period of time off an Employee is entitled to take is equivalent to the number of overtime hours worked (e.g. on an hour for hour basis).
- (c) Alternatively, an Employee (other than a Retail Distribution Employee) and their Direct Manager may agree that the Employee be paid at ordinary rates for the particular amount of overtime worked and take time off however, at the following ratios:
  - (i) 1 period of 30 minutes for each hour of overtime worked (where the rate of time and one half would usually apply for such time worked); or
  - (ii) 1 hour for each hour of overtime worked (where the rate of double time would usually apply for such time worked).
- (d) Accrued time off in lieu must be taken by an Employee within the period of 4 weeks after the overtime is worked and at a time or times agreed with their Direct Manager.
- (e) Where the accrued time off in lieu has not been taken by the Employee within the period of 4 weeks specified in clause 5.5.4(d) of this Agreement, the Company will pay the Employee for the overtime worked at the rate applicable to the overtime when it was worked.

## **5.6. MEAL BREAK**

- (a) An Employee will not be required to work for more than 5 hours without a meal break.
- (b) A meal break will be not less than 30 minutes and up to 1 hour in duration and unpaid.
- (c) In emergency circumstances, a meal break may be deferred, but must be taken as soon as practicable.

### **5.6.1 Overtime meal breaks**

This clause applies to Non-packaged full-time and part-time Employees only and excludes Employees working under Self-Managed Work arrangements.

- (a) An Employee will be entitled to an additional unpaid meal break of 30 minutes, as determined by the Company, in circumstances where the Employee is required by the Company to work:
  - (i) in excess of 10 ordinary hours (exclusive of meal breaks) on any day; or
  - (ii) in excess of 5 hours (exclusive of meal breaks) on any Notional Weekend or Public Holiday.

### **5.6.2 Meal Allowance**

This clause applies to Non-packaged full-time and part-time Employees only and excludes Employees working under Self-Managed Work arrangements.

- (a) An Employee who works more than 2 hours of overtime on a weekday is entitled to be paid a meal allowance of \$17.80.
- (b) An Employee who works more than 5 hours overtime on a Saturday, Sunday or Public Holiday is entitled to be paid a meal allowance of \$14.70.

### **5.7. EVENING WORK**

This clause applies to Non-packaged full-time and part-time Employees only and excludes Employees working under Self-Managed Work arrangements.

- (a) Where an Employee is entitled to the loadings prescribed in this clause, loadings will be calculated on the Employee's Base Hourly Rate of Pay or, in the case of Retail Distribution Employees, their Normal Hourly Pay.
- (b) An Employee, excluding a Retail Distribution Employee, will receive a 50% loading for all hours the Employee is required to work part of their ordinary hours or part-time Contract Hours between 6.00pm and 9.00pm on any day from Monday to Friday (inclusive).
- (c) Where an Employee, excluding a Retail Distribution Employee, is required to work part of their ordinary hours or part-time Contract Hours beyond 6.00pm on a day between Monday and Friday (inclusive), but is not required to work until 9.00pm, the Employee will be paid a loading of 50% on the last 3 hours worked.
- (d) Retail Distribution Employees – After Hours
  - (i) A Retail Distribution Employee will receive a 50% loading for any portion of a shift worked between 6.00pm and 10.00pm on any day from Monday to Friday.
  - (ii) Where a Retail Distribution Employee is required to work part of their ordinary hours or part-time Contract Hours beyond 6.00pm on a day between Monday and Friday (inclusive), but is not required to work until 9.00pm, the Employee will be paid a loading of 50% on the last 3 hours worked.
  - (iii) A Retail Distribution Employee will be paid a 100% loading for any portion of a shift the Employee is required to work after 10.00pm or before 7.00am on any day Monday to Friday.
- (e) Where an Employee works hours that receive the relevant loadings prescribed in this clause, such hours will not be counted for the purposes of calculating overtime or time off in lieu of overtime. The additional payment for work between these hours is in lieu of and not in

addition to the payment of overtime in clause 5.5.2 and the taking of time off in lieu in clause 5.5.4. Rates and loadings are not cumulative.

## **5.8. WEEKEND WORK**

- (a) This clause applies to full-time and part-time Non-packaged Employees only and excludes Employees working under Self-Managed Work arrangements.
- (b) Where an Employee is entitled to the rates prescribed in this clause, rates will be calculated on the Employee's Base Hourly Rate of Pay or, in the case of Retail Distribution Employees, their Normal Hourly Pay.

### **5.8.1 Direction to work on Saturday or Sunday (excluding Retail Distribution Employees)**

- (a) An Employee directed by their Direct Manager to work on a Saturday or a Sunday, will be paid at the rate of double time for all hours worked with a minimum payment for 3 hours work calculated on the Employee's Base Hourly Rate of Pay.

### **5.8.2 Ordinary work pattern on a Saturday or Sunday**

- (a) 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 be established by the Employee and their Direct Manager in accordance with clause 5.2 Pattern of Hours.
- (b) If an Employee works part of their ordinary hours or part-time Contract Hours on a Saturday, the Company will pay the following rates to the Employee:
  - (i) ordinary rates for any hours worked by the Employee between 7.00am and 12.00pm on the Saturday;
  - (ii) the rate of double time for all hours worked by the Employee after 12.00pm on the Saturday calculated on an Employee's Base Hourly Rate of Pay.
- (c) Employees who work part of their ordinary hours or part-time Contract Hours on a Sunday will be paid at the rate of double time for all hours worked calculated on an Employee's Base Hourly Rate of Pay with a minimum payment for 3 hours work.
- (d) Retail Distribution Employees
  - (i) Where a Retail Distribution Employee works any portion of their scheduled shift on a Saturday, the Company will pay the following loadings to the Employee:
    - a) 25% loading for any portion of a shift worked by the Employee between 7.00am and 12.00pm on the Saturday calculated on the Employee's Normal Hourly Pay;
    - b) 100% loading for any portion of a shift (excluding hours worked between 7.00am and 12.00pm) worked by the Employee on the Saturday calculated on the Employee's Normal Hourly Pay.
  - (ii) A Retail Distribution Employee who works any portion of their Scheduled shift on a Sunday shall be paid a 100% loading on their Normal Hourly Pay.
- (e) If an Employee works any of the hours that attract the relevant rates prescribed in this clause, such hours will not be counted for the purposes of calculating overtime or time off in lieu of

overtime. The additional payment for work on a Saturday and / or Sunday is in lieu of and not in addition to the payment of overtime in clause 5.5.2 and the taking of time off in lieu in clause 5.5.4 of this Agreement. Rates and loadings are not cumulative.

## **6. 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 adjustment determined by the FWC during the term of this Agreement. The Base Salary and Classification Structure of this Agreement are referenced at Appendix A.

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

### **6.1. 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.

### **6.2. REMUNERATION REVIEW PROCESS**

- (a) An eligible Employee's remuneration arrangements (including TRB) will be reviewed during a Remuneration Review. All Remuneration Reviews take into consideration 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, with the exception of the minimum increase to TRB or one-off payments referred to in clause 6.3(f) below. 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 priorities and competencies. The Manager uses the results from the most recently completed 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 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.

### **6.3. 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 6.
- (b) Over the course of this Agreement, for the calendar years commencing January 2021, January 2022 and January 2023, the pool of funds referred to in clause 6.3(a) above will be either:
  - (i) for Employees earning a full-time equivalent TRB of less than \$180,000 per annum: 1.5% 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 6.3(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 6.3(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.
- (f) Notwithstanding any other provision of this Agreement, all eligible Non-packaged Employees will be paid a minimum increase of 0.5% to TRB, or an equivalent one-off payment, applicable from the first full pay period in January 2021, January 2022 and January 2023. This minimum increase, or equivalent one-off payment, will be funded out of the 1.5% pool of funds of the respective Company's Salary Budget referred to in clause 6.3(b)(i). This minimum increase, or equivalent one-off payment, will not be payable to a Non-packaged Employee who:
  - (i) has received a formal warning regarding their conduct, performance and / or behaviour, including but not limited to breaches of risk limits or compliance based breaches, during the preceding 12 months;

- (ii) is subject to a current formal performance improvement plan at the time of the Remuneration Review process;
- (iii) commenced in their employment on or after 1 October of the preceding year;
- (iv) received a remuneration increase, which includes an increase in TRB or a one-off payment, other than as a result of a promotion on or after 1 October of the preceding year;
- (v) received a remuneration increase, which includes an increase in TRB or a one-off payment, as a result of a promotion on or after 1 October of the preceding year which included a component to reflect the subsequent Remuneration Review; or
- (vi) is excluded from the Remuneration Review process, including casual Employees, Temporary Employees, agency staff, contractors, Employees who moved from a temporary role to a permanent full-time or part-time role on or after 1 October of the preceding year, participants in the graduate program or Employees who have given notice or are on notice of the termination of their employment.

#### **6.4. REMUNERATION REVIEW PARTICIPATION ELIGIBILITY**

- (a) An Employee who receives a performance rating of “At Target” (or equivalent) or higher will be eligible to participate in the Remuneration Review process.
- (b) An Employee who receives a performance rating of “Below Target” (or equivalent), or “Too Soon to Rate” (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 on or 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, on or 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 on or 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 A to this Agreement, irrespective of whether the Employee is eligible to participate in the Remuneration Review process.

## **6.5. REMUNERATION REVIEW POOL INFORMATION**

The Company will provide information in relation to the distribution of the minimum Remuneration Review pool of funds under clause 6.3(b)(i), including the number of Employees and distribution of performance ratings to the FSU.

## **6.6. REWARD AND RECOGNITION**

### **6.6.1 Recognising Excellence – Employee Recognition Scheme**

A discretionary recognition program will continue to recognise demonstrations of the Allianz People Attributes at an individual and team level using the online Appreciate recognition portal. Recognition will not be monetary and may include small tokens of appreciation by People Leaders in the form of points to redeem via the Appreciate Marketplace.

### **6.6.2 Rewarding Through Opportunity**

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

## **6.7. PERFORMANCE OBJECTIVES & 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.

## **6.8. 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) If an Employee does not choose a fund, contributions will be made into a default fund of the Company's choice, which offers a MySuper product.
- (d) The Company will make available, to each new Employee, information relating to the default fund.
- (e) The value of the superannuation contributions that the Company will make will be calculated in accordance with the Superannuation Guarantee (Administration) Act 1992 (Cth).
- (f) Employees are permitted to make additional voluntary contributions if they so choose. The Company will match the Employee's own pre or post tax voluntary contributions, provided they are processed via the Company payroll, to a maximum of \$532 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 6.8(e) above.

- (g) The Company will make superannuation contributions on the Paid Parental Leave provided for by the Company in clauses 7.9.3 and 7.9.4 of this Agreement.

#### **6.9. 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.

#### **6.10. 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 3 months from the date of the transfer.
  - (iii) For 3 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 3 month period then the Company will reimburse the Employee for the full cost of temporary accommodation for the 3 month 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 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.

#### **6.11. TRAVEL TICKET LOANS**

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

#### **6.12. WORKERS COMPENSATION PAY**

Where an Employee sustains an injury which qualifies the Employee for workers' compensation benefits, the Company will continue to pay the Employee their salary for a maximum period of 13 calendar weeks whilst entitled as a result of the injury. Thereafter, the Company will make such payments to the Employee as defined by the relevant workers' compensation legislation whilst they remain entitled to compensation.

#### **6.13. 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 80 cents per kilometre travelled.

#### **6.14. 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, Non-packaged 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.
- (c) Packaged Employees who are required to travel for work purposes and / or attending conferences will not receive additional pay for time spent travelling.

#### **6.15. PRODUCT AND TECHNICAL SUPPORT – INFORMATION TECHNOLOGY EMPLOYEES**

- (a) Where a Non-packaged Employee, working in the Information Technology division, is rostered on for call back or for product and technical support on a 24 hour, 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; and
  - (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 6.15(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.

## **7. LEAVE & PUBLIC HOLIDAYS**

### **7.1. ANNUAL LEAVE**

The following clause applies to all Employees (other than casual Employees).

#### **7.1.1 Entitlement to annual leave**

- (a) Annual leave is provided for in the NES.
- (b) Full-time Employees are entitled to 4 weeks paid annual leave for each completed year of service with the Company.
- (c) Part-time Employees are entitled to a pro rated amount of paid annual leave based on their ordinary hours of work.
- (d) An Employee's entitlement to paid annual leave accrues progressively during a year of service, according to the Employee's ordinary hours, and accumulates from year to year.

#### **7.1.2 Taking annual leave**

- (a) An Employee can take annual leave at a time or times agreed with their Direct Manager.
- (b) Employees should provide as much notice as possible to their Direct Manager of the dates of their proposed annual leave. In considering a request for the taking of accrued annual leave, the Employee's Direct Manager will consider the timing of the proposed leave, the Employee's personal circumstances and the Company's business and customer needs.
- (c) In the interests of health and wellbeing, the Company encourages Employees to take their full annual leave entitlement in the year that it accrues.
- (d) The Company may direct an Employee to take annual leave, on the giving of 4 weeks' notice, in the following circumstances:
  - (i) where the Company shuts down part or all of its operations for a period (for example, the period between Christmas Day and New Year's Day); and / or
  - (ii) the Employee has an excessive leave balance of more than 8 weeks accrued annual leave however, the direction must not result in the Employee's remaining accrued annual leave entitlement being less than 5 weeks.
- (e) In relation to directing an Employee to take leave, the Company will take into account an Employee's personal circumstances on a case by case basis. For instance, if the Employee has limited annual leave available, they may speak with their Direct Manager to organise potential other arrangements.

#### **7.1.3 Payment of annual leave**

- (a) Annual leave loading is incorporated into an Employee's Base Salary and is therefore not separately payable on any accrued annual leave that is taken by an Employee. An Employee will be paid their usual Base Hourly Rate of Pay for any period of annual leave taken.

- (b) During any period of taken annual leave, the Company will pay the Employee their wages on the normal pay day by electronic funds transfer.
- (c) By agreement between the Company and the Employee, an Employee with approved leave of more than 1 week may be paid in advance for the entire period of the leave immediately prior to taking that leave. A request to this effect must be made by an Employee at least 2 weeks prior to the date of the approved leave.
- (d) Following the termination of an Employee's employment for any reason, the Company will pay the Employee the amount of any accrued but untaken annual leave the Employee is entitled to.

#### **7.1.4 Cashing out of annual leave**

- (a) Employees may request in writing, once in every 12 month period, to the cashing out of a particular amount of accrued annual leave.
- (b) Any agreement to the cashing out of accrued annual leave:
  - (i) must be in writing between the Company and the Employee;
  - (ii) must not result in the cashing out of more than 2 weeks accrued annual leave in any 12 month period; and
  - (iii) must not result in the Employee's remaining accrued entitlement to paid annual leave being less than 4 weeks (pro-rata for part time Employees).
- (c) Where an agreement is made under this clause, the Company will pay the Employee the amount that would have been payable to the Employee had the Employee taken the leave they have foregone, less any applicable tax.
- (d) Payment of the accrued annual leave will be made to the Employee as a lump sum on their normal pay day.
- (e) An Employee's annual leave entitlement will be reduced by the amount of annual leave cashed out.

#### **7.2. LONG SERVICE LEAVE**

Long Service Leave is provided for in Appendix B of this Agreement.

#### **7.3. PERSONAL/CARER'S LEAVE**

##### **7.3.1 Entitlement to personal/carer's leave**

- (a) Employees, other than casual Employees, are entitled to paid personal/carer's leave as per the NES.
- (b) Paid personal/carer's leave is available to an Employee, when they are absent:
  - (i) due to 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 care or support because of a

personal illness or personal injury or an unexpected emergency, which may be referred to as carer's leave.

- (c) Under this Agreement, a full-time Employee is entitled to accrue:
  - (i) 10 days paid personal/carer's leave per annum for the first and second years of service with the Company; and
  - (ii) 12 days paid personal/carer's leave per annum in the third and all subsequent years of service with the Company.
- (d) Part-time Employees will accrue paid personal/carer's leave on a pro-rata basis based on their ordinary hours of work.
- (e) Any accrued but untaken personal/carers leave will not be paid out to an Employee on termination of employment.

### **7.3.2 Taking personal leave/carer's leave**

- (a) If an Employee is absent from work on paid personal/carer's leave:
  - (i) the day immediately before or after a public holiday or Notional Weekend; and / or
  - (ii) for more than 2 consecutive days,

the Employee may be required to provide satisfactory evidence (such as a medical certificate or statutory declaration) substantiating the reason for the taking of paid personal/carer's leave upon the request of the Company.
- (b) Notwithstanding the above, the Company may request satisfactory evidence in circumstances where the Company holds concerns regarding the Employee's absenteeism from the workplace.

### **7.3.3 Unpaid Carer's leave**

- (a) Employees (including casual Employees) are entitled to unpaid carer's leave of up to 2 days per occasion in accordance with the NES.
- (b) For full-time and part-time Employees, unpaid carer's leave may only be taken where the Employee has exhausted their accrued paid personal/carer's leave entitlement.

## **7.4. COMPASSIONATE LEAVE**

- (a) Employees are entitled to 5 days' compassionate leave for each occasion a member of their Immediate Family or a member of their household:
  - (i) contracts or develops a personal illness that poses a serious threat to his or her life; or
  - (ii) sustains a personal injury that poses a serious threat to his or her life; or
  - (iii) dies; or
  - (iv) a child is still born, where the child would have been a member of the Employee's Immediate Family, or a member of the Employee's household, if the child had been born alive.

- (b) Full-time and part-time Employees are entitled to compassionate leave without loss of pay. Compassionate leave is unpaid for casual Employees.

## **7.5. FAMILY AND EMERGENCY LEAVE**

- (a) Employees, other than casual Employees, are entitled to up to 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.

## **7.6. VOLUNTEER LEAVE**

- (a) All Employees, other than casual Employees, are eligible to take up to 1 day's paid volunteer leave per year of service to participate or undertake volunteer activities with a registered charity or not for profit organisation.
- (b) Volunteer leave may be taken as either a full day or 2 half days. Employees do not accrue volunteer leave from year to year and will not be paid out any untaken volunteer leave on termination of employment.
- (c) Employees must provide at least 2 weeks' notice of their intention to take volunteer leave to their Direct Manager.
- (d) The Company may request the Employee provide satisfactory evidence of their participation in volunteer activities with the relevant charity or not for profit organisation.
- (e) Volunteer leave will be approved on a case by case basis, noting the business and operational requirements of the Company, and is specifically intended for volunteer activities that cannot reasonably be accommodated outside business hours.

## **7.7. COMMUNITY SERVICE LEAVE**

- (a) Employees (including casual Employees) are entitled to unpaid community service leave in accordance with the NES.
- (b) Community service leave may be taken by an Employee in circumstances where the Employee intends to engage in a voluntary emergency management activity as a member of a recognised emergency management body (e.g. the State Emergency Service or the Rural Fire Service) to help deal with an emergency or natural disaster.
- (c) Employees must gain prior approval from their Direct Manager to take community service leave. Employees should provide as much notice as possible to their Direct Manager of their need to take the leave and the expected duration of their absence. Community service leave will be approved on a case by case basis taking into account whether the proposed absence is reasonable in all the circumstances.
- (d) The Company may request the Employee provide evidence that would satisfy a reasonable person that the absence is because the Employee has been or will be engaging in a community service activity.

## **7.8. JURY SERVICE**

- (a) Full-time or part-time Employees who are called to attend court for jury selection and / or jury duty 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 by the relevant court in respect of the 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 by the relevant court. The Employee will not be entitled to payment for jury service by the Company if they fail to provide this evidence.

## **7.9. PARENTAL LEAVE**

- (a) Subject to the terms of this clause, Employees are entitled to Parental Leave (Unpaid Parental Leave and Paid Parental Leave) in connection with the birth or adoption of a child. To the extent that the NES provides a more beneficial benefit the terms of the NES will apply.
- (b) As at the commencement of this Agreement, a full-time and part-time Employee may only be entitled to Unpaid Parental Leave and / or Paid Parental Leave upon the completion of at least 12 months continuous service with the Company immediately before the date on which the Employee's expected period of leave is to start.
- (c) A casual Employee will be entitled to Unpaid Parental Leave and / or Paid Parental Leave in circumstances where they meet the eligibility requirements (for Unpaid Parental Leave) under the NES.
- (d) Paid Parental Leave may be taken concurrently with Unpaid Parental Leave.

### **7.9.1 Unpaid Parental Leave**

- (a) Employees will be entitled to unpaid parental leave (**Unpaid Parental Leave**) in accordance with the NES set out in the Act, as amended from time to time.
- (b) An Employee is entitled to 12 months of Unpaid Parental Leave if the leave is associated with:

- (i) the birth of the Employee's child or that of their spouse or de facto partner; or
  - (ii) the placement of a child with the Employee for adoption; and
- the Employee has or will have a responsibility for the care of the child.
- (c) An Employee must provide the Company notice of the intention to take Unpaid Parental Leave as specified in the NES. If requested by the Company, the Employee must also provide evidence of the date (or expected date) of birth of the child or the day (or expected day) of placement of the child.
  - (d) Unpaid Parental Leave must be taken by the Employee in a single continuous period (other than flexible Unpaid Parental Leave as specified in the NES).
  - (e) An Employee who takes Unpaid Parental Leave for the full available period (12 months) (other than flexible Unpaid Parental Leave) may request an extension to that period of unpaid leave of up to 12 months (**Extended Parental Leave**). Requests for Extended Parental Leave must be in writing and made at least 4 weeks prior to the end of the Employee's Unpaid Parental Leave period. The Company will consider any request for Extended Parental Leave on a case by case basis, noting the business needs of the Company and the provisions of the Act.
  - (f) In the circumstances of an Employee couple, where each Employee intends to take leave in relation to the birth or placement of the same child, Parental Leave (both Unpaid Parental Leave and Paid Parental Leave) may only be taken by one Employee at a time. One Employee's period of leave must start first in accordance with the NES.
  - (g) The period of Unpaid Parental Leave available to be taken by an Employee will be reduced by the amount taken by the other Employee that is a member of the Employee couple.
  - (h) Notwithstanding the above, if one of the Employees takes a period of Unpaid Parental Leave, the other Employee may take a period of up to 8 weeks' Unpaid Parental Leave at the same time as the first Employee's Unpaid Parental Leave (**Concurrent Leave**). Concurrent leave may be taken in a single 8 week block or in separate periods (of a period not shorter than 2 weeks). Concurrent Leave cannot be taken earlier than the date of birth of the child or the day of placement of the child.
  - (i) An Employee may take other forms of paid leave (excluding paid Personal/carer's leave or Compassionate leave, unless permitted under the NES) while he or she is taking Unpaid Parental Leave. The taking of that other paid leave does not extend the period of Unpaid Parental Leave available to the Employee.

### **7.9.2 Paid Parental Leave**

- (a) Any Paid Parental Leave amount paid to an Employee will be calculated at the Employee's Base Salary for their ordinary working hours during the period of leave.
- (b) Paid Parental Leave will be paid by the Company to the Employee during their period of leave, by bank transfer on the normal pay day.
- (c) Where an Employee elects to take Paid Parental Leave at half pay, the accrual rate for all leave accrued during such a period will also be at the half rate.

- (d) Eligibility to take Paid Parental Leave is subject to the Employee satisfying the same notice and evidence requirements specified in 7.9.1(c) with respect to Unpaid Parental Leave.

### **7.9.3 Paid Parental Leave – Primary Carer**

- (a) This sub clause applies to Employees who are entitled to Unpaid Parental Leave under the NES and are (or will be) the Primary Carer of the child upon the date of birth or day of placement of the child.
- (b) An Employee is the Primary Carer of a child if, upon the date of birth or day of placement of the child, the child is in that Employee's care and the Employee meets the child's physical needs more than anyone else in the leave period (**Primary Carer**).
- (c) An Employee who is the Primary Carer of the child, is entitled to a period of Paid Parental Leave as follows:
  - (i) 12 weeks' Paid Parental leave (or 24 weeks at half pay); and
  - (ii) at the Employee's election, either:
    - a) an additional 2 weeks' Paid Parental Leave (or 4 weeks at half pay); or
    - b) a lump sum amount equivalent to 2 weeks' Base Salary contributed by the Company into the Employee's superannuation fund.
- (d) The Paid Parental Leave period for a Primary Carer commences on the date of birth of the child or the day of placement of the child. Where the Primary Carer is pregnant with, or gives birth to, the child the period of Paid Parental leave may start up to 6 weeks before the expected date of birth of the child, or earlier if the Company and Employee so agree.
- (e) In the circumstances of an Employee couple, only one Employee is entitled to take Paid Parental Leave as the Primary Carer of the child.

### **7.9.4 Paid Parental Leave – Secondary Carer**

- (a) This sub clause applies to Employees who are entitled to Unpaid Parental Leave under the NES and are not the Primary Carer of the child (**Secondary Carer**).
- (b) An Employee who is the Secondary Carer of the child, is entitled to a period of up to 4 weeks Paid Parental Leave (or 8 weeks at half pay).
- (c) The Secondary Carer must take the period of Paid Parental Leave in the 3 month period immediately following the birth of the child or day of placement of the child.

### **7.9.5 Keeping in touch days**

- (a) An Employee taking a period of Unpaid Parental Leave may, by mutual agreement, perform work on an occasional basis for the Company through the use of up to 10 keeping in touch days under the NES.
- (b) If, during a period of Unpaid Parental Leave, an Employee performs work for the Company on a keeping in touch day, the performance of that work does not:
  - (i) break the continuity of the period of Unpaid Parental Leave; or

- (ii) have the effect of extending the period of Unpaid Parental Leave; or
  - (iii) affect their return to work guarantee stipulated under the Act.
- (c) The Company will pay the Employee for performing work on a keeping in touch day at the Employee's Base Salary and normal ordinary working hours.

#### **7.9.6 Statutory paid parental leave scheme**

- (a) In 2011, the Federal Government established a paid parental leave scheme under the Paid Parental Leave Act 2010 (Cth).
- (b) To the extent permitted by law, the Company's Paid Parental Leave scheme is intended to run concurrently alongside the Federal Government paid parental leave scheme. In summary, an Employee will be entitled to both Paid Parental Leave under this Agreement and the Federal Government's scheme under the Paid Parental Leave Act 2010 (Cth), as amended from time to time.

#### **7.9.7 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 7.3 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.

#### **7.10. GRANDPARENTAL LEAVE**

This clause does not apply to Temporary Employees or casual Employees.

- (a) For the purposes of this clause:
  - (i) "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; and
  - (ii) "Primary Carer" means the person with primary responsibility for providing care to the child during normal business hours.
- (b) Employees are entitled to take up to 52 weeks, on one occasion, of unpaid grandparental leave. To be eligible for grandparental leave under this Agreement:
  - (i) the Employee must have completed 12 months' continuous service with the Company prior to the commencement of the proposed grandparental leave;

- (ii) the Employee must be the Primary Carer for their Grandchild during normal business hours for the duration of the grandparental leave; and
  - (iii) the leave must be taken prior to the Grandchild starting school or turning 5 years old, whichever is the earliest.
- (c) To help balance business and operational requirements, Employees should apply for grandparental leave at least 10 weeks prior to the proposed commencement date of the leave.
- (d) Applications for grandparental leave will be considered on a case by case basis by the Company and may be declined on reasonable business grounds.
- (e) Annual leave and / or long service leave may be taken by the Employee while they are on grandparental leave. The taking of any such leave does not extend the period of available grandparental leave beyond 52 weeks.
- (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 be the Primary Carer for 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 be the Primary Carer of the Grandchild, except where otherwise agreed with the Company.
- (h) During a period of grandparental leave:
  - (i) the Employee's pre-grandparental leave position may be backfilled; and
  - (ii) the Employee will remain an Employee of the Company and will continue to be bound by the terms of the Employee's contract of employment and this Agreement.
- (i) The Employee must confirm their intended return to work date at least 3 months prior to the agreed conclusion of the grandparental leave.
- (j) On the Employee's return from grandparental leave, the Company will endeavour to identify a Comparable Position for the Employee. If the Company is unable to identify a Comparable position for the Employee, the Employee's employment may be terminated on grounds of redundancy.
- (k) 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 the commencement of that work.
- (l) If an Employee commences work for a competitor whilst on grandparental leave the Employee's employment with the Company will terminate with immediate effect.
- (m) In circumstances where grandparental leave is approved, the leave may be taken in a single period. Where an Employee seeks to take grandparental leave using a different arrangement such as a regular day each week or a number of periods, the Employee may request the proposed arrangement under clause 4.5 Requests for flexible working arrangements.

## **7.11. FAMILY AND DOMESTIC VIOLENCE SUPPORT**

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 and domestic violence.

### **7.11.1 Definition of family and domestic violence**

- (a) Family and domestic violence is violent, threatening or other abusive behaviour by a close relative of an Employee that seeks to coerce or control the Employee and causes the Employee to be fearful.
- (b) A “close relative” of the Employee for the purposes of this clause means a member of the Employee's Immediate Family or a person related to the Employee according to Aboriginal or Torres Strait Islander kinship rules.

### **7.11.2 Family and domestic violence leave**

- (a) Employees, including casual Employees, are entitled to 10 days paid family and domestic violence leave per year.
- (b) Family and domestic violence leave may be accessed by an Employee in circumstances where:
  - (i) the Employee, or a member of the Employee's Immediate Family or household, is experiencing family and domestic violence; and
  - (ii) the Employee needs to do something to deal with the impact of the family and domestic violence such as:
    - a) attending legal proceedings, counselling or appointments with a medical or legal practitioner;
    - b) accessing police services;
    - c) making arrangements for their own safety or the safety of the Immediate Family member or household member (including relocation); or
    - d) any other reasonable activities relating to the Employee’s situation including the caring of children; and
  - (iii) it is impractical for the Employee to that thing outside of their ordinary hours of work.
- (c) Paid and unpaid family and domestic violence leave may be taken in the year in which it accrues in one continuous period, in a number of shorter periods or as single days or hours however, is not cumulative from year to year.

### **7.11.3 Notice and evidence requirements**

- (a) Employees must provide their Direct Manager notice of the taking of family and domestic violence leave as soon as reasonably practicable and the expected duration of their absence.
- (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 clause 7.11.2(b) above. This

may include a medical certificate, statutory declaration or a document issued by the police service, a court or a recognised family violence support service.

#### **7.11.4 Individual Support**

In order to support an Employee experiencing family and 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 this nature on a case by case basis.

#### **7.11.5 Confidentiality**

- (a) The Company will take steps to ensure information provided by the Employee in relation to the taking of leave under this clause is treated confidentially, as far as it is reasonably practicable to do so.
- (b) The Company will only disclose the information provided by the Employee if required by law or is necessary to protect the life, health or safety of the Employee or another person.

#### **7.12. LEAVE WITHOUT PAY**

The Company may grant an Employee leave without pay when, in extenuating circumstances, the Employee is required to take leave but has no annual leave, long service leave or relevant leave entitlements available. Leave without pay is not an automatic entitlement.

#### **7.13. CAREER BREAKS**

- (a) A career break is an extended period of leave without pay and can be approved for a period of up to 12 months.
- (b) An Employee may be eligible to take a career break for any of the following reasons:
  - (i) study and skills development that may be used within the Company;
  - (ii) personal development;
  - (iii) family responsibilities;
  - (iv) extended travel opportunities;
  - (v) significant social or community responsibilities; or
  - (vi) alternative work experience in an industry or with an employer that is not a direct competitor of the Company.
- (c) A career break will be granted at the discretion of the Company. The Company may consider the following factors when considering a request from an Employee to take a career break:
  - (i) the Employee's length of service with the Company (a minimum period of 12 months continuous service applies);
  - (ii) the length of the proposed career break;
  - (iii) the Employee's performance history;

- (iv) the reasons given for taking the career break; and
  - (v) the needs of the business and staffing adjustments required to accommodate the period of leave.
- (d) An Employee must submit their request to take a career break at least 10 weeks prior to the desired commencement date of the career break. Approval for the taking of the career break must be obtained from the Employee's Direct Manager, the Cost Centre Manager and the relevant Executive Manager.
  - (e) Annual leave and / or long service leave may be taken by the Employee while they are on a career break. The taking of any such leave does not extend the period of the career break beyond 12 months.
  - (f) An Employee who is on a career break is required to confirm their intention to return to work with the Company at least 3 months prior to the agreed conclusion of their career break.
  - (g) On an Employee's return to work from a career break, the Company will endeavour to identify a Comparable Position for the Employee. If the Company is unable to identify a Comparable Position for the Employee, the Employee's employment may be terminated on grounds of redundancy.
  - (h) A career break will not break an Employee's continuity of service with the Company however the unpaid period of the career break will not count as service for the purpose of leave accrual.
  - (i) If an Employee on a career break commences work for a competitor of the Company, the Employee will cease to be on the career break and their employment with the Company will be terminated immediately.

## **7.14. PURCHASING ADDITIONAL LEAVE**

### **7.14.1 Leave conditions**

- (a) An Employee, on giving written notice in advance and receiving written consent from the Company, may take unpaid leave for personal reasons during a subsequent financial year (**Additional Leave**).
- (b) 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 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 1 and 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 1 and 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 7.14.2.

- (g) Subject to mutual agreement, either the Employee or the Manager may with 4 weeks written notice, discontinue this arrangement.
- (h) The approval is only in force for 1 financial year and a separate application must be made in respect of each subsequent financial year.

#### **7.14.2 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 repayment 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.

### **7.15. PUBLIC HOLIDAYS AND DIVERSITY DAYS**

#### **7.15.1 Prescribed public holidays**

- (a) The following days are public holidays in accordance with the NES:
  - (i) New Year's Day (1 January); Australia Day (26 January); Good Friday; Easter Monday; Anzac Day (25 April); Queen's birthday holiday; Christmas Day (25 December); Boxing Day (26 December); and
  - (ii) any other day or part day that is gazetted, declared or proclaimed as a public holiday under a law of a State or Territory (**non-national public holiday**).
- (b) An Employee may be absent from work on a day or part-day that is a non-national public holiday, if the non-national public holiday is observed in the locality of the office the Employee is based for work purposes. For the avoidance of doubt, Employees based remotely will be entitled to the non-national public holidays applying to their ordinary place of work.
- (c) If, under a law of a State or Territory, another day or part day is substituted for a day or part day that would otherwise be a public holiday in that locality, the substituted day or part day is the public holiday.
- (d) Where an Employee does not work on a public holiday that falls during their ordinary hours of work, the Employee will be paid their normal Base Hourly Rate of Pay (or Normal Hourly Pay for Retail Distribution Employees) for each hour the Employee would otherwise have worked.

### **7.15.2 Substitution of non-national public holiday**

- (a) Diversity Day means the substitution of non-national public holiday for another day that is recognised as a religious or cultural event or holiday.
- (b) In acknowledging the different cultural and religious backgrounds of Employees, the Company offers Employees (other than casual Employees) the flexibility to take a Diversity Day in substitution of a non-national public holiday.
- (c) A Diversity Day may only be taken with the prior approval of the Employee's Direct Manager. If substitution is agreed by the Company, and the Employee takes the Diversity Day, the Employee is excluded from accessing any additional payment that is specified in 7.15.3(d)(i) on the original public holiday day.

### **7.15.3 Working on a public holiday or Diversity Day**

- (a) An Employee may be requested by the Company to work on a public holiday or Diversity Day.
- (b) In the first instance, the Company will call for volunteers to work on the specific public holiday, where required. Where the voluntary response does not meet its operational needs, the Company may then request an Employee to work on a public holiday in accordance with this clause.
- (c) An Employee must comply with the request to work on a public holiday or Diversity Day unless, taking into account the needs of the business and the Employee's personal circumstances:
  - (i) the Company's request is not reasonable in the circumstances; or
  - (ii) the Employee's refusal to work on the public holiday or Diversity Day is reasonable.
- (d) If an Employee is required to and does work on a public holiday or Diversity Day, the Employee will 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 the Employee's Base Hourly Rate of Pay (or Normal Hourly Pay for Retail Distribution Employees). The Employee will receive a minimum payment of 4 hours for such work, provided the Employee is available to work for 4 hours; or
  - (ii) subject to agreement between the Employee and their Direct 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 case the Employee will receive their normal pay both on the day of the public holiday (or Diversity Day) and on the day taken off in lieu; or
  - (iii) subject to agreement between the Employee and their Direct Manager, the Employee may substitute that day for a work day within the Employee's normal pattern of work or take a Diversity Day.
- (e) A full-time Retail Distribution Employee whose Scheduled Hours do not include 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) For Retail Distribution Employees, the taking of a public holiday, Diversity Day or other authorised leave during a Work Cycle does not shorten or extend that Work Cycle.

**7.16. EMPLOYEES PREVIOUSLY EMPLOYED UNDER THE TERRITORY INSURANCE OFFICE COLLECTIVE AGREEMENT 2017**

For any Employee previously employed under the Territory Insurance Office Collective Agreement 2017, refer to additional entitlements in Appendix C.

## **8. CONSULTATION**

In this term “relevant Employees” means the Employees who may be affected by a change referred to in clause 8.1(a).

### **8.1. Application**

- (a) This clause applies if the Company:
  - (i) 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
  - (ii) proposes to introduce a change to the regular roster or ordinary hours of work of Employees.
- (b) The relevant Employees may appoint a representative, including a representative of the FSU, for the purposes of the procedures in this term. If:
  - (i) a relevant Employee appoints, or relevant Employees appoint, a representative for the purposes of consultation, and
  - (ii) the Employee or Employees advise the Company of the identity of the representative, the Company must recognise the representative.

### **8.2. Major change**

- (a) For a major change referred to in clause 8.1(a)(i):
  - (i) the Company must notify the relevant Employees of the decision to introduce the major change; and
  - (ii) subclauses 8.2(b) to (f) apply.
- (b) As soon as practicable after making its decision, the Company will:
  - (i) discuss with the relevant Employees:
    - a) the introduction of the change; and
    - b) the effect the change is likely to have on the relevant Employees; and
    - c) the measures the Company is taking to avert or mitigate the adverse effect of the change on the Employees; and
  - (ii) for the purposes of the discussion - provide, in writing, to the relevant Employees:
    - a) all relevant information about the change including the nature of the change proposed; and
    - b) information about the expected effects of the change on the relevant Employees; and

- c) any other matters likely to affect the relevant 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.
- (e) 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 8.1(b), 8.2(a)(i), and 8.2(b) are taken not to apply.
- (f) In this clause, 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.

### **8.3. Change to regular roster or ordinary hours of work**

- (a) For a change referred to in clause 8.1(a)(ii):
  - (i) the Company must notify the relevant Employees of the proposed change; and
  - (ii) subclauses 8.3(b) to (d) apply.
- (b) As soon as practicable after proposing to introduce the change, the Company must:
  - (i) discuss with the relevant Employees the introduction of the change; and
  - (ii) for the purposes of the discussion - all relevant information about the change, including the nature of the change; and
    - a) information about what the Company reasonably believes will be the effects of the change on the Employees; and
    - b) information about any other matters that the Company reasonably believes are likely to affect the Employees; and
  - (iii) 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).

- (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:
  - (i) matters raised about the change by the relevant Employees; and
  - (ii) any safety implications associated with a change to the regular roster or ordinary hours that results in work outside normal business hours.

## **9. DISPUTE RESOLUTION PROCEDURE**

### **9.1. Procedure**

- (a) If a dispute relates to a matter arising under this Agreement or the NES, the dispute will be resolved in line with the following procedure in clauses 9.1(c) to 9.1(g).
- (b) A party to the dispute may be represented by a representative of their choice at any stage of the process in this clause, including a representative of the FSU.
- (c) In the first instance, the dispute must be discussed at the workplace level between the Employee (or Employees) and their Direct Manager or relevant supervisor where appropriate.
- (d) If the dispute remains unresolved, the Employee (or Employees) or their Direct Manager may refer the dispute to a more senior member of management, such as the relevant Business Unit Manager, for further discussions.
- (e) If, following the step in clause 9.1(d) above, the dispute remains unresolved then the matter may be referred to the Company's Employee Relations team for escalation to an appropriate representative within the team who will assist in resolving the dispute.
- (f) If, following escalation under clause 9.1(e) above, the dispute remains unresolved then the matter may be referred to a senior representative of the Company, such as the Head of Employee Relations, for further discussions.
- (g) If the dispute still remains unresolved, either party may refer the dispute to the FWC for conciliation.
- (h) If arbitration proceedings are conducted by the FWC in relation to a dispute under this clause, a decision made by the FWC when arbitrating the dispute is final and binding on the parties, subject to any appeal of the decision.

### **9.2. Continuation of work**

- (a) It is a term of this Agreement that 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 work 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.

## 10. LEAVING THE COMPANY

### 10.1. TERMINATION OF EMPLOYMENT

The Company may terminate Employees for valid reasons including but not limited to the Employee's capacity, performance, conduct, compliance with lawful and reasonable directions or 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 of full-time and part-time Employees by the Company

- (a) In order to terminate the employment of a full-time or part-time Employee, excluding Temporary Employees and other than for serious misconduct, the Company will give to the Employee the following period of written notice:

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 1 week if the Employee is over 45 years of age and has completed at least 2 years continuous service with the Company.

- (b) The Company may choose to make payment in lieu of the Employee working out the whole or part of the notice period.
- (c) Provided that in the case of serious misconduct, the Company may summarily dismiss an Employee without the need to provide or pay out the notice periods prescribed.
- (d) Casual employment can be terminated without notice.
- (e) The engagement of a Temporary Employee will terminate automatically at the conclusion of the specific period of engagement.

#### 10.1.2 Notice of termination by the Employee

- (a) Non-packaged Employees who have completed their probationary period are required to give 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 4 weeks.
- (c) Employees in their probationary period are required to give 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, in accordance with the Act, 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 Deductions from payment on termination**

Where an Employee's employment with the Company ends for any reason, the Company may deduct from whatever remuneration is payable to the Employee on termination, such amounts the Employee owes to the Company including but not limited to any amounts owing to the Company as a result of the Employee failing to give and / or work the required period of notice, or entering into purchasing leave arrangements or any amounts representing payment for periods the Employee has been granted leave to which the Employee was not entitled to at the date of termination. The withholding of monies under this clause is from the Employee's remuneration on termination, not their NES entitlements and will be deducted in accordance with the Act.

### **10.1.4 Abandonment of Employment**

- (a) If an Employee fails to attend work for more than 2 working days or shifts in a row without notification or explanation, the Company may deem that the Employee has abandoned their employment but will only do so after genuine and reasonable attempts to contact the Employee has occurred.
- (b) If, following genuine and reasonable attempts to contact the Employee, the Company has been unable to make contact with the Employee, the Company may deem the Employee has abandoned their employment and their employment may be terminated by the Company on that basis, without the requirement to give notice.

## **10.2. REDUNDANCY**

A redundancy occurs when the Company has decided it no longer requires a position performed by an Employee to be performed by anyone, except where this is due to the ordinary and customary turnover of labour. Redundancy may occur for example as a result of changed business practice, the introduction of new technology, business downturn or the closing down, relocation or restructure of part or all of the Company's business.

### **10.2.1 Consultation and notification**

- (a) As soon as practicable after making a definite decision that it no longer needs a position performed by anyone, and that decision may result in the termination of an Employee's employment, the Company will follow the consultation process outlined in clause 8.2
- (b) The discussions that will be had with Employees, in accordance with clause 8.2, will include:
  - (i) any reasons for the proposed redundancies;
  - (ii) measures taken to avoid or minimise job losses; and
  - (iii) measures to mitigate any adverse effects of job losses on the relevant Employees.
- (c) The Company however is not required to disclose confidential or commercially sensitive information to the relevant Employees.
- (d) In addition to the consultation process outlined in clause 8.2, the Company must also notify Centrelink in writing in circumstances where it has decided to make the positions of 15 or more Employees redundant and in accordance with the requirements of section 530 of the Act.

### 10.2.2 Notice to the Union

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

### 10.2.3 Redeployment

- (a) For the purposes of this clause:

**Comparable Position** means an available job or a position or other work within the Company's enterprise (or that of an associated entity) which is at the same or higher grade as the Employee's redundant position and has similar skill and capability requirements and is within reasonable commuting distance (i.e. within the same metropolitan area). The Employee should have the skills and competence required to perform the job or position or other work to the required standard either immediately or within a reasonable period of retraining.

**Non-comparable Position** is any available job or position or other work within the Company's enterprise (or that of an associated entity) that does not fit the definition of Comparable Position outlined above.

- (b) Where the position of an Employee is no longer needed, the Company will make reasonable attempts to determine whether there is a Comparable Position available within the Company and any associated entities that the Employee can be redeployed to.
- (c) In determining whether an Employee can be appropriately redeployed, the Company will take into account:
- (i) whether a job or a position or other work to which the Employee can be redeployed exists (either in a Company workplace or remotely);
  - (ii) the qualifications required to perform any proposed position;
  - (iii) the Employee's skills, qualifications and experience; and
  - (iv) the location of any proposed position in relation to the Employee's residence and the Employee's use and mode of transport.
- (d) Where the Company identifies a Comparable Position for an Employee, the position will be offered to the Employee in writing. The Employee will be provided a reasonable period of time to consider the Comparable Position which should be not less than 5 days where possible. If the Employee declines the offer of employment in the Comparable Position, the Employee will be deemed to have terminated their employment without an entitlement to redundancy pay under clause 10.2.4. The Employee however, will still receive the period of notice that is specified at clause 10.1.1 in relation to the termination of their employment.
- (e) In circumstances where the Company or the Employee identifies a Non-comparable Position through the redeployment process, and the Company offers and the Employee chooses to accept that Non-comparable Position, the Employee accepts the terms and conditions of employment applicable to that role, including the level of remuneration which may be less than their current role. In this circumstance the Employee will not be eligible for any redundancy payment. However for the avoidance of doubt, if the Employee does not wish to accept a Non-comparable Position offered by the Company they will be made redundant and entitled to a redundancy payment as per clause 10.2.4.

- (f) In circumstances where an Employee accepts a Non-comparable Position, the Company will maintain the Employee's level of remuneration of their current position for the period of the relevant notice period set out in clause 10.1.1. After the conclusion of this period, the Employee will be paid at the level of remuneration relevant to the accepted Non-comparable Position.
- (g) Where an Employee accepts a Non-comparable Position, and either party determine that the Non-comparable Position is unsuitable within the first 8 weeks of performing the role, the Employee will be made redundant and be entitled to a redundancy payment, based on the salary of their redundant role and as per clause 10.2.4.

#### **10.2.4 Redundancy pay**

- (a) Where an Employee is made redundant and their employment is terminated as a result, they will be entitled to:
  - (i) 8 weeks' notice or payment in lieu thereof;
  - (ii) redundancy pay of 3 weeks' salary for each completed year of service;
  - (iii) payment of pro-rata long service leave, provided the Employee has 6 years or more continuous service with the Company; and
  - (iv) access to outplacement services offered by the Company.
- (b) The minimum entitlement (including both notice and redundancy pay) is 11 weeks' salary and the maximum entitlement (including both notice and redundancy pay) is 83 weeks' salary.
- (c) An Employee's redundancy pay will be pro-rated to take into account the periods of continuous service during which the Employee worked full-time and part-time and will be based on the Employee's pay at the time of redundancy. Casual service will not count as service for the purposes of redundancy pay.
- (d) If the Company has given an Employee notice of termination on grounds of redundancy, and the Employee chooses to cease their employment with the Company before their notice period has come to an end, the Employee will still be entitled to receive the redundancy pay, outlined above, calculated to their original termination date. The Employee however, will not be eligible to receive any payment for the period of notice they did not work.
- (e) 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 redundancy benefits set out in clauses 10.2.4.and 10.2.5.

#### **10.2.5 Job search entitlement**

- (a) Where the Company has given an Employee notice of termination on grounds of redundancy, the Employee will be allowed time off without loss of pay of up to 1 day each week of the notice period for the purpose of seeking other employment.
- (b) The time off is to be taken at times that are convenient to the Employee following consultation with their Direct Manager.

## **11. ALLIANZ AUSTRALIA AND THE FSU**

### **11.1. 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. 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 participating in these activities.

### **11.3. 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 4 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.

### **11.4. 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.

### **11.5. 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.

**11.6. Annual meeting**

To facilitate provisions in this Agreement at clause 4.4.6 and 6.5, 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 - 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 Company 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 supervision.

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

Those employed at this level are 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

<b>Classification Level</b>	<b>Minimum Annual Base Salary</b>
<b>Level 1</b>	<b>\$43,587</b>
<b>Level 2</b>	<b>\$47,745</b>
<b>Level 3</b>	<b>\$50,423</b>
<b>Level 4</b>	<b>\$52,944</b>
<b>Level 5</b>	<b>\$55,095</b>
<b>Level 6</b>	<b>\$61,712</b>

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.

<b>Age</b>	<b>Percentage of adult minimum annual Base Salary rates for the Employee's classification</b>
<b>Under 17 years of age</b>	<b>≥ 50%</b>
<b>17 years of age</b>	<b>60%</b>
<b>18 years of age</b>	<b>70%</b>
<b>19 years of age</b>	<b>80%</b>
<b>20 years of age</b>	<b>90%</b>

## 13. APPENDIX B - LONG SERVICE LEAVE

### 13.1. Accrual

Employees are entitled to 13 weeks of long service leave at actual rates of pay on completion of 15 years of continuous employment within Australia with the same employer and 4 and 1/3 weeks for each additional 5 years of employment.

### 13.2. Access

- (a) Employees may take long service leave on a pro-rata basis after 7 years of continuous employment.
- (b) An Employee's long service leave entitlement must be taken within 2 years of becoming due after 15 years' service.
- (c) Eligible Employees may cash out long service leave after 10 years of continuous employment in accordance with clause 13.11

### 13.3. 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.

### 13.4. 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).

### **13.5. 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 14 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 2 months from the date of such dismissal; and
  - (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 13.5(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 13.5(b)(iv) and (v) and any period of absence in excess of 14 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.

### **13.6. 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.

### **13.7. Service with related companies**

- (a) Where, over a continuous period, an Employee has been employed by 2 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.

### **13.8. 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.

### **13.9. 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 2 but not more periods by agreement between the Employee and the Company, except as provided for in clause 13.16 Transition to Flexible Work.

### **13.10. 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 13.10(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 employment.

### **13.11. Cashing out 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 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.

### **13.12. 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.

### **13.13. 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.

### **13.14. 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.

### **13.15. 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.

### **13.16. 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.

**14. APPENDIX C – TERRITORY INSURANCE OFFICE COLLECTIVE AGREEMENT 2017 EMPLOYEES – GRANDFATHERED ARRANGEMENTS**

Employees who are employed on the date the Agreement is approved by the FWC, and were previously covered by the Territory Insurance Office Collective Agreement 2017, will continue to receive the following entitlements:

- (a) Full-time Employees are entitled to 5 weeks paid annual leave for each completed year of service with the Company
- (b) Part-time Employees are entitled to a pro rated amount of paid annual leave based on their ordinary hours of work; and
- (c) Employees will receive 11% Superannuation paid on ordinary hours of work, whilst they continue to be employed to work in the Darwin office.

## **15. APPENDIX D – GRANDFATHERED ARRANGEMENTS**

### **15.1. Tropical allowance**

- (a) Employees who are employed on the date the Agreement is approved by the FWC, and were currently receiving the tropical allowance of \$637 per annum, will continue to receive the allowance while they are employed to work in areas north of Rockhampton.
- (b) When an Employee no longer works in an area north of Rockhampton, the Employee will cease to receive the tropical allowance and will no longer be eligible for this allowance moving forward.

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

*V. Drakousis*

Signature of authorised representative

**VICKY DRAKOUSIS**

Name of authorised representative  
(please print)

**CHIEF HR OFFICER**

Capacity

**29/1/21**

Date

**2 Market St. Sydney**

Address

*[Signature]*

Signature of witness

**ANNA STAVROPOULOS**

Name of witness  
(please print)

**29/1/21**

Date

**2 MARKET ST, SYDNEY**

Address **NSW 2000**

Signed by  
**Employee Representative**  
in the presence of:

*Bec Akdogan*

Signature of Employee representative

**BEC AKDOGAN**

Name of Employee representative  
(please print)

**EXECUTIVE ASSISTANT**

Capacity

**29/1/21**

Date

**2 MARKET ST, SYDNEY**

Address

*[Signature]*

Signature of witness

**REBECCA THOMSON**

Name of witness  
(please print)

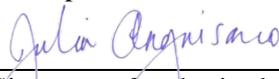
**29/01/2021**

Date

**2 MARKET ST, SYDNEY**

Address **NSW 2000**

**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

1 February 2021  
\_\_\_\_\_  
Date

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

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

Melissa Brown  
\_\_\_\_\_  
Name of witness  
(please print)

1 February 2021  
\_\_\_\_\_  
Date

Level 1, 341 Queen Street, Melbourne VIC 3001  
\_\_\_\_\_  
Address

**Signed for and on behalf of  
Primacy Underwriting Management Pty  
Limited**

by its duly authorised representative in the  
presence of:

*Marcus W Pearl*

Signature of authorised representative

**MARCUS WILMOT PEARL**

Name of authorised representative  
(please print)

**CEO**

Capacity

**29/01/2021**

Date

Level 5, 525 Collins Street, Melbourne VIC 3000

Address

*Leanne Egerton*

Signature of witness

**Leanne Egerton**

Name of witness  
(please print)

**29/01/2021**

Date

14 John Liston Drive Newport 3015

Address

**Signed by  
Employee Representative**

in the presence of:

*Marie-Helene Belisle*

Signature of Employee representative

**Marie-Helene Belisle**

Name of Employee representative  
(please print)

**Risk & Compliance Manager**

Capacity

**29/01/2021**

Date

Level 5, 525 Collins Street, Melbourne VIC 3000

Address

*Leanne Egerton*

Signature of witness

**Leanne Egerton**

Name of witness  
(please print)

**29/01/2021**

Date

14 John Liston Drive Newport 3015

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

CON TSOBANPOULOS  
\_\_\_\_\_  
Name of authorised representative  
(please print)

CEO  
\_\_\_\_\_  
Capacity

28/1/21  
\_\_\_\_\_  
Date

LV. 3 340 BELL ST. PRESTON  
\_\_\_\_\_  
Address

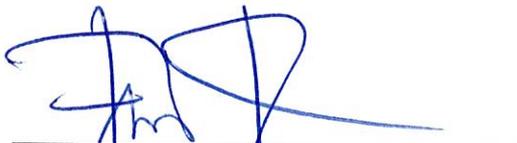
  
\_\_\_\_\_  
Signature of witness

CLIFFORD DODD  
\_\_\_\_\_  
Name of witness  
(please print)

28.1.21  
\_\_\_\_\_  
Date

LV 3, 340 BELL ST, PRESTON  
\_\_\_\_\_  
Address

Signed by  
**Employee Representative**  
in the presence of:

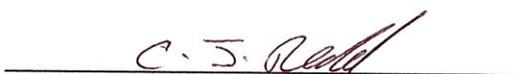
  
\_\_\_\_\_  
Signature of Employee representative

JORGEN THOMASSEN  
\_\_\_\_\_  
Name of Employee representative  
(please print)

SALE & SERVICE CONSULTANT  
\_\_\_\_\_  
Capacity

28/1/21  
\_\_\_\_\_  
Date

LV. 3, 340 BELL ST. PRESTON  
\_\_\_\_\_  
Address

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

CLIFFORD DODD  
\_\_\_\_\_  
Name of witness  
(please print)

28.1.21  
\_\_\_\_\_  
Date

LV3 340 BELL ST, PRESTON.  
\_\_\_\_\_  
Address

**In the Fair Work Commission**

**Matter No.** AG2021/169

**Applicant:** Allianz Australia Services Pty Limited, Ken Tame & Associates Pty Limited and Primacy Underwriting Management Pty Limited (the **Companies**)

The Companies, pursuant to section 190 of the *Fair Work Act 2009* (Cth), hereby undertake as follows:

1. In relation to clause 7.1.1(a) of the Allianz Australia Group Business Partnership Agreement 2020, the following will be taken to apply;

"For the purpose of the additional week of annual leave provided for in the NES, a shiftworker is a 7 day shiftworker who is regularly rostered to work on Sundays and public holidays in a business in which shifts are continuously rostered 24 hours a day for 7 days a week."

This undertaking is signed by Nathan Hill, Head of Employee Relations, on behalf of Allianz Australia Services Pty Limited, Ken Tame & Associates Pty Limited and Primacy Underwriting Management Pty Limited.

Signed:



Dated: 17 February 2021