

AG835856 PR949881

AUSTRALIAN INDUSTRIAL RELATIONS COMMISSION

Workplace Relations Act 1996
s.170LJ Agreement with organisations of employees (Division 2)

Publicis Loyalty Pty Ltd

and

Australian Municipal, Administrative, Clerical and Services Union
(AG2004/5379)

**THE PUBLICIS LOYALTY - ASU WORKPLACE RELATIONSHIP
AGREEMENT, 2004**

Telecommunications services

COMMISSIONER SMITH


MELBOURNE, 22 JULY 2004


CERTIFICATION OF AGREEMENT

In accordance with section 170LT of the *Workplace Relations Act 1996*, the Commission hereby certifies the attached written agreement.

This agreement shall come into force from 22 July 2004 and shall remain in force until 22 July 2006.

BY THE COMMISSION:


COMMISSIONER

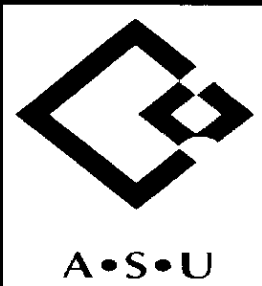


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<Price code 41>



**WORKPLACE
RELATIONSHIP
AGREEMENT
2004**



Publicis Loyalty - ASU



PUBLICIS LOYALTY – AUSTRALIAN SERVICES UNION
Workplace Relationship Agreement 2004
Table of Contents

INTRODUCTORY SECTION

1. Introduction to the Agreement	page	2
2. Title of the Agreement		3
3. Participants in the Agreement		3
4. Duration of the Agreement		3
5. Aims of the Agreement		3
6. Workplace Representation & the Australian Services Union		4
7. Industrial Commitments		6

SECTION ONE: STAFF WORKPLACE RESPONSIBILITIES

8. Staff Responsibilities		7
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SECTION TWO: STAFF WORKPLACE RIGHTS

9. The Right to a Consultative Workplace		8
10. The Right to a Just Income		9
10.1 Job Classification Structure		9
10.2 Performance Assessment & Reward		9
10.3 SALARY INCREASES 2004-2005		11
10.4 Overtime Provisions		13
10.5 Shift Work		13
10.6 Temporary Agency Staff		13
10.7 Higher Duties Allowance		14
10.8 Payment for Special Responsibilities		15
10.9 ABSENCE FROM WORK DUE TO ILLNESS		16
11. The Right to Reasonable Hours of Work		18
11.1 Full-time Employees		18
11.2 Roster Variations		18
11.2 Reasonable Breaks Within Working Hours		19
11.3 Part-time Employment		19
12. The Right to Reasonable Rest and Recreation		20
12.1 Work/Life Balance Days		20
12.2 Public Holidays		20
12.3 Annual Leave		21
12.4 Bereavement Leave		22
12.5 Care Provider Leave		22
12.6 PARENTAL LEAVE		23
12.7 Statutory & Community Leave		25
12.8 Long Service Leave		26
13. The Right to a Safe and Healthy Workplace		27
14. The Right to Relevant Education and Learning		28
15. The Right to Respect and Dignity in the Workplace		29
15.1 Equal Opportunity		29
15.2 Harassment		29
15.3 Complaints Procedure		30
15.4 Affirmative Action		30
15.5 Professionalism		31
16. The Right to Due Process for Dispute and Grievance Resolution		32
17. The Right to Security of Employment		32
18. The Right to Future Income through Superannuation		33
19. The Right to Proper Termination Processes		34
19.1 Notice Period		34
19.2 Termination for Serious Misconduct		34
19.3 Disciplinary Termination		34
19.4 Redundancy		36
20. MISCELLANEOUS MATTERS		37
20.1 Internet Usage		37
20.2 Working From Home		38
20.3 Job-Share Arrangements		38
20.4 Flexibility Policy		38
21. DEFINITION OF TERMS		38
22. SIGNATURES OF PARTIES TO THE AGREEMENT		38
APPENDIX ONE: Publicis Loyalty Classification Structure & Relationship to the Award Pay Rates.		39



PUBLICIS LOYALTY - ASU WORKPLACE RELATIONSHIP AGREEMENT 2004

1. INTRODUCTION

The agreement contained in this document is the third Enterprise Agreement entered into by Publicis Loyalty Pty Ltd and the Australian Services Union for the Publicis Loyalty Workplace situated at 50 Franklin Street Melbourne. This agreement, like the previous one, is the result of a collaborative and consultative process involving all who have an interest in the wellbeing of our workplace.

We acknowledge firstly that our workplace is located on land traditionally under the custodianship of the Kulin Nation of our indigenous people. We acknowledge with thanks the opportunity to use this land to support the community of people whom we gather together here at this time.

It is the function of our work community to administer the relationship between Qantas and their Qantas Club and Frequent Flyer members. We are not Qantas but are a separate company specially formed and contracted to Qantas for this function. We are part of the worldwide Publicis Groupe of Companies based in Paris.

We have always been aware that we can only fulfil our contract through the high quality of client relationships provided by our people who serve the clients at the front lines of our organisation. The quality of relationships within our company must therefore be the model and motivation for our external relationships. We seek to record in this document a 'template', which ensures good and effective relationships within our work community and contributes to the wellbeing of the individuals who comprise it. Our communal relationship is expressed in terms of rights and responsibilities setting the terms for our coming together as a work community. This agreement is structured along these lines rather than the more legalistic structure and language common to EBA's.

Firstly, we record our values as Integrity; Recognition; Empowerment; Achievement; and Learning. We intend to build a workplace which judges its life, its actions and its decisions against these values, and continually strives to integrate them throughout the workplace.

Secondly, we believe that there are four core elements that we must keep in balance in all our business plans and decisions:

1. Building a community of people whose culture and wellbeing are the foundation for quality customer relationships
2. Providing quality customer service
3. Meeting our financial objectives (as determined in our contract with Qantas)
4. Creating a Learning, Growing, Continuously Improving, knowledge-based community.

We are committed to working towards best practice in all these elements, understanding that there are sometimes delicate balances to be achieved between them, requiring everyone's contribution. We are respondent to the *Contract Call Centre Award 2003*. We are guided by ISO9002 Accreditation and Continuous Improvement processes. We acknowledge and respect the ACTU Call Centre



Charter and accompanying standards code. We also respect the Victorian Government Code of Conduct for Call Centres.

This document mostly concerns the first of the four elements; i.e. it defines insofar as we are able, the terms by which we work together as a community. We seek to create conditions for a balanced lifestyle for our people, combining family, community and work aspects of life as well as to create conditions for a best practice workplace, a good, just and enjoyable place to work. Implications for the other elements in balance will of course be evident throughout.

In the light of the principles stated in this preamble we strongly intend to work together to create a high quality work community with the assistance of the relationship rights and responsibilities outlined below.

2. TITLE OF THE AGREEMENT

This agreement shall be entitled “The Publicis Loyalty - ASU Workplace Relationship Agreement, 2004.”

3. PARTICIPANTS IN THE AGREEMENT

This agreement is made under section 170LJ of the Workplace Relations Act 1996. The people who agree to be bound by it are:

- 3.1 The Publicis Loyalty Corporation, its directors and managers.
- 3.2 The Australian Services Union (ASU), its officers, officials and members.
- 3.3 All employees of Publicis Loyalty up to but not including managers.

4. DURATION OF THE AGREEMENT

All the participants agree that this agreement will apply from the date of certification by the Australian Industrial Relations Commission (AIRC) for a period of two years.

5. AIMS OF THE AGREEMENT

There are four core objectives which we hope to achieve by this agreement.

- 5.1 To position Publicis Loyalty as the high-quality, cost-effective industry leader.
- 5.2 To set workplace relationships that are fair and for the wellbeing of all.
- 5.3 To build a collaborative and consultative workplace for all participants.
- 5.4 To contribute to a family-friendly, work/life balance for our people.



6. WORKPLACE REPRESENTATION & THE AUSTRALIAN SERVICES UNION

This relationship agreement has been achieved through a collaborative process involving management, staff and the Australian Services Union (ASU). The ASU is the only Union with representational and industrial coverage of employees covered by this agreement. This agreement is the only one which governs relationships in this organisation. No other form of agreement will be offered to staff during the period covered by this document. This agreement is covered under section 170LJ of the *Workplace Relations Act 1996(as amended)*. Regulations under sections 170M to 170NI apply to all matters contained herein.

6.1 ASU RESPONSIBILITIES

6.1.1 To represent and assist member staff to the best of their ability.

6.1.2 To work within the agreed processes and structures in this document.

6.1.3 To establish an effective workplace structure accountable to members.

i.) One elected and properly accredited workplace delegate for each floor. All parties agree that the ideal is for Delegates to represent the staff on the same floor on which they work. It is also recognised by all that there may be a need for Delegates to represent staff on a floor where they do not work. In any case, all parties agree that the election and delegation of Representatives is the responsibility of the ASU.

ii.) Delegate numbers to be reviewed by the parties if workforce size varies.

iii.) An organising & communication committee.

iv.) Other structures as agreed by the parties to be appropriate.

6.1.4 To ensure representation of staff by appropriate Workplace Delegates.

6.1.5 To ensure proper training and skills development for delegates.

6.1.6 To consult with the relevant senior manager on workplace issues that may arise, although it is expected that such issues will be thoroughly investigated and an attempt made to resolve them at a lower level wherever possible.

6.1.7 To work collaboratively for the overall wellbeing of the work community.

6.1.8 To seek to avoid any industrial action in regard to this agreement.

6.1.9 To follow Dispute & Grievance Resolution Procedures in this agreement.

6.1.10 To ensure that all ASU Communications to Publicis Loyalty staff shall carry the name of the authorising ASU Officer, and where applicable the issue(s) raised shall have already followed the processes set out in 6.1.6 above.



6.2 ASU RIGHTS

6.2.1 To represent Publicis Loyalty staff in matters regarding this agreement.

6.2.2 To cooperation from the company with regard to measures aimed at ASU membership recruitment and communication. This includes the right to agreed time in each Induction Programme to present the ASU's services and benefits to all Inductees and to distribute ASU information and application forms, distribution of ASU materials to all staff in their workplace, the provision of notice boards for ASU notices, and other measures agreed from time to time. Whilst Publicis accepts that the ASU may legitimately have a different position on various matters to that of management, it is the clear understanding of both parties that the ASU has a responsibility to distribute information that is factual or reasonably believed to be factual.

6.2.3 To have Workplace delegates recognised by Publicis Loyalty upon notification by the ASU State Secretary. Workplace delegates are agreed to have an important role in implementing this agreement, meeting its objectives, and in assisting to resolve disputes in its regard. They also deal with other difficulties which staff may bring forward as a group or individually.

- i. Delegates will be allowed agreed meeting time in work hours.
- ii. Delegates will be allowed confidential meeting time with groups or individual employees who wish to raise workplace issues.
- iii. Delegates may spend up to one hour per week of paid time in these activities.
- iv. Delegates will notify their Team leader or Manager when this time is to be used, conscious of the operational implications.
- v. Extra time for Workplace Delegate activities is subject to approval by the relevant Departmental Managers, and if necessary the Human Resources Manager or person appointed in his/her stead.

6.2.4 To have workplace delegates' salaries paid during time spent in agreed ASU training programmes. This provision of the agreement shall follow the relevant section of the Contract Call Centre Award 2003, section 10.4.1 – 10.4.9. In particular, section 10.4.8 provides for five days paid training time per year from the date of Certification of this agreement and its anniversary, for a maximum of five Workplace Delegates. Sections 10.4.1 to 10.4.6 are reproduced in full here.

- i. Subject to the provision of clause 10.4.8 as noted above, eligible workplace Delegates shall be entitled to and the employer shall grant, up to five (5) days paid training leave to attend courses which are directed at the enhancement of the operation of the dispute resolution procedure following its operation in connection with the *Contract Call Centre Award 2003*, and with the *Workplace Relations Act 1996*, as well as the terms of this agreement.
- ii. An eligible Workplace Delegate or the relevant Union shall give the employer four (4) weeks notice of the Delegate's intention to attend such courses and the amount of paid time required for the course, unless the employer accepts a shorter period of notice.
- iii. The notice to the employer shall also include details of the type, content and duration of the course to be attended.



- iv. The taking of such training leave shall be arranged having regard to the operational requirements of the employer so as to minimise any adverse effect on those requirements.
- v. Any Workplace Delegate taking such leave shall be paid the ordinary earnings, which would normally become due and payable to them for the period of the training leave.
- vi. Any leave of absence granted pursuant to this training provision shall count as continuous company service for all purposes of this agreement.
- vii. Dispute resolution in this regard shall follow the normal grievance resolution procedures of this agreement or the Award provisions in section 10.4.7 a) and b) whichever is more relevant to the case.

6.2.5 To have right of access and entry to Publicis Loyalty Premises by Accredited ASU Officials to meet with ASU Delegates and/or members, inspect time and wages information for any employee covered by this agreement, to meet with management or to fulfil other agreed purposes. Such right of access shall be subject to:

- i. Normal security procedures for visitors to the premises.
- ii. Suitable Notification when requiring to meet with groups of employees or management or to inspect records. This will normally be two (2) working days. Notification will be made through the Human Resources Department.
- iii. Not disrupting the operation of the business.
- iv. Meetings with individual members will usually be in break times.

6.2.6 Each accredited Workplace Delegate shall also have access to one week paid development training (as arranged by the ASU) during the life of this agreement. Participation in this one-off programme shall be organised for a maximum of three Delegates per year for each of the two years.

These terms are to be read in the spirit of the consultative and collaborative relationship in which the ASU is held within the Publicis Loyalty workplace.

7. INDUSTRIAL COMMITMENTS

All parties agree that the relationship established by this document will be governed by its terms and that therefore the following industrial commitments will apply:

- i. Relationship to Awards. This agreement shall operate in conjunction with the *Contract Call Centre Award 2003*. However, this agreement shall have precedence over the Award when there is any inconsistency between this Agreement and the Award.
- ii. No Extra Claims. There shall be no other wage increases for the term of this agreement except for those provided for in this document. This commitment is subject to possible variations arising from the implementation of shift-work operations by Publicis Loyalty should it occur during the life of this agreement.



SECTION ONE: STAFF WORKPLACE RESPONSIBILITIES

8. STAFF RESPONSIBILITIES

If our work community is to achieve the objectives of this agreement, we acknowledge that there are mutual responsibilities which we hold toward each other. While managers accept the responsibilities of exercising all due diligence in leading Publicis Loyalty so that it meets its core objectives and remains a secure and successful corporation, such diligence requires acceptance of the necessity of mutual contribution by all of us. In this mutual relationship, the minimum responsibilities of our staff are agreed to be as follows.

- 8.1 Be present at work during normal and agreed hours unless prevented legitimately by illness, or enjoying properly approved leave.
- 8.2 Maintain start, break and finish times for work as required in properly constituted rosters. "On time" for work means being at the allocated workstation ready for work, not simply on the workplace premises.
- 8.3 Work consistently and to the best of their ability and capacity during the course of the whole working day to achieve a balance of quality and quantity of work as agreed & documented between staff member and immediate supervisor.
- 8.4 Take personal responsibility for the quality of their work insofar as it is within their control.
- 8.5 Collaborate and communicate with other team members, team leaders and managers towards our common objectives and to ensure proper organisation of work and its outputs.
- 8.6 Utilise established systems and processes to create work output.
- 8.7 Accept legitimate instructions from management. Where consultation and/or due notice are required (e.g. shift allocation requires four weeks notice) Publicis Loyalty will ensure these are observed.
- 8.8 Be open to honest evaluation of performance against agreed criteria and accept any counselling necessary in this regard.
- 8.9 Undergo proper learning and education to enhance skills, productivity and long-term employability.
- 8.10 Speak openly and honestly into consultative processes.
- 8.11 Maintain confidentiality with regard to all matters transacted or learned in the course of their work.
- 8.12 Observe all due security measures as required by Publicis Loyalty and Qantas to ensure security of offices, systems and information.
- 8.13 Treat fellow employees with respect and dignity at all times. Denial of any person's legitimate rights, disrespect, harassment or discrimination of any kind is a serious matter. Each employee has the responsibility of assisting to ensure a respectful, discrimination-free workplace.
- 8.14 Take all due care of the health and safety of themselves and others in the workplace. While core responsibility for health and safety rests with the employer, all employees are expected to act with due care for themselves and each other.
- 8.15 Treat Publicis Loyalty and Qantas property with due care. This applies to all property. It includes systems, software, and intellectual property of any kind. Employees will follow legitimate instructions regarding their use.
- 8.16 Behave at all times in a businesslike, professional manner in accord with due standards of behaviour and decency in the common estimation of reasonable people.
- 8.17 Be professional in dress standards and personal presentation.



SECTION TWO: STAFF WORKPLACE RIGHTS

In the workplace partnership envisaged by this agreement, employees enjoy a number of rights accrued by natural justice, law and industrial agreement.

9. THE RIGHT TO A CONSULTATIVE WORKPLACE

In line with the principle of participation whereby people should be consulted about those matters which affect them, Publicis Loyalty wishes to espouse a consultative workplace based on the following principles and practices:

9.1 Publicis Loyalty has established a primary consultative mechanism in the form of a Workplace Consultative Committee designed to assist with the building of a consultative, collaborative workplace.

9.2 This committee consists of two (2) managers, four (4) elected ASU Delegates (or other duly elected ASU member representatives), and four (4) members elected by the general staff.

9.3 The committee will meet regularly and as required for specific circumstances. It will agree on and publish its rules and procedures and shall review them each year, publishing the results of the review accordingly.

9.4 The purpose of the committee is twofold – to assist with the implementation of this agreement; and to enter into consultation on issues determined in this agreement and/or other workplace issues which may arise from time to time. It is a consultative body which is meant to ensure that the concerns of all participants are represented in decision-making processes on matters affecting the workplace.

9.5 The committee will have the ability to co-opt from Publicis Loyalty or elsewhere, expertise to assist in its deliberations.

NOTE: Three specific issues apart from those already integrated into the body of this agreement, have been established for attention by the Consultative Committee following certification of this agreement.

- i. Staff Monitoring Processes are a high priority issue and will be discussed with a view to the creation of agreed protocols preferably within three months after certification of this agreement.
- ii. The possibility of introducing a 48/52 Staff Annual Leave system for those who would benefit from such a system will be explored. This may take considerable research and should be dealt with within twelve (12) months of certification.
- iii. Superannuation enhancement and performance.

All three issues are matters about which the Consultative Committee would explore, investigate and develop recommendations for the company's decisions where they are seen to be viable.

The principle underpinning the establishment of the Consultative Committee is that Publicis Loyalty values highly a consultative style of organisation and leadership. This principle has broad relevance throughout the work community as a way of doing everything. It is based on an ancient principle of law that states, "what touches everyone, ought to be dealt with and decided by everyone".



10. THE RIGHT TO A JUST INCOME

Publicis Loyalty recognises that besides the company's capacity to pay, there are other elements which may be used to determine a fair wage. These include distributive justice (appropriate payment for work performed), cost of living, performance rewards and special payments for extraordinary circumstances such as shift penalties.

10.1 JOB CLASSIFICATION STRUCTURE

Publicis Loyalty organises its income distribution to employees around a previously agreed classification structure. See Appendix number one. It is recognised that this structure may be dynamic in the changing needs of the workplace and that a mechanism needs to be incorporated into consultative processes in order to ensure its continuing relevance during the life of this agreement. The Consultative Committee shall be this mechanism. (See section 9 above). The Consultative Committee shall both act proactively and in response to submissions in this regard.

- i. Should role responsibilities increase or change, salary adjustments may be negotiated within classifications.
- ii. Existing positions may be re-classified if the job description changes significantly.
- iii. New classifications may be created for positions not covered in the current structure.
- iv. Salary level maintenance shall apply where an employee is asked by the company to work in a lower classification as in the cases of secondment or selection processes.
- v. In other cases salary maintenance is subject to negotiation. There is a strong understanding by all parties that staff salaries will only reduce to lower classification levels where a staff member actually requests of their own volition, a move to a more simple task of lower classification or where such move is the result of a legitimate discipline process.

10.2 PERFORMANCE ASSESSMENT & REWARD

Publicis Loyalty uses a performance based pay increase system as a major component in the distribution of income to its employees. Accordingly:

- i.) Each employee's work performance in their position within the classification structure will be assessed through a minimum of three formal assessments (PDR's) as well as the major assessment performed annually by the end of February each year during the life of this agreement.
- ii.) Employees who have completed their three-month probationary period by at least three months (i.e. six months service) to ensure proper assessment, shall be rewarded according to an agreed performance scale and process (See section 10.3 below). Pay increases will be applied to the first full pay period on or after March 1st for each year of the life of this agreement and in accord with clause 10.3 - "Salary Increases."
- iii.) All employees undergoing performance assessment shall have access to a specific appeals process without any discrimination whatsoever. This is a fundamental right contained in any application of due process.
- iv.) Should an employee have reason to be dissatisfied with any part or all of their PDR assessment, their first appeal is to their Departmental Manager, who is required to investigate fairly and seek to resolve the issue. Should the



employee continue to be dissatisfied despite this intervention, the next appeal is to the Human Resources Manager. Should the matter remain unresolved at this point, the next recourse is to the General Manager. Throughout the appeals process, the right to all elements of due process applies.

- v.) The Consultative Committee shall review annually the application of the Performance Assessment processes, and shall publish their findings for the information of all staff.



10.3 SALARY INCREASES

Salary increases as negotiated within this agreement are considered to reflect the core of the “Just Income” provisions of this document. Subject to the provisions of section 7 ii. above, these will be the only increases for the life of this agreement.

There will be two pay increases provided during the life of this agreement. They will be applied at the first complete pay period in March of each of its two years.

i. Pay Increase Structure

In accordance with practice established in the 2000 Agreement, all Publicis Employees covered by this agreement shall be guaranteed a 2% increase in salary each year, with a further 4% available subject to meeting the agreed standards in the Performance Development Review (PDR) system. These increases shall be applied according to the following scale:

RATING	DESCRIPTION	PDR SCORE (Proposed)	PAY INCREASE	Current Score Required
EXTRAORDINARY	Staff member performs at the “Excellent +” level and contributes into the life of the workplace	5.6 – 6.0	6.0%	N/A
EXCELLENT +	Staff member excels in all standards OR performs at the “Excellent” level and contributes into the life of the workplace	5.3 – 5.5	5.5%	N/A
EXCELLENT	Staff member exceeds all, and excels at several of the agreed standards, especially in quality customer service	5.0 – 5.2	5.0%	5.6 – 6.0
GOOD +	Staff member exceeds all of the agreed minimum standards	4.5 – 4.9	4.5%	4.7 – 5.5
GOOD	Staff member exceeds many of the agreed minimum standards	4.0 – 4.4	4.0%	4.1 – 4.6
ACCEPTABLE +	Staff member meets the agreed minimum standards and exceeds some of them	3.5 – 3.9	3.5%	3.1 – 4.0
ACCEPTABLE	Staff member meets the agreed minimum standards	2.8 – 3.4	3.0%	1.6 – 3.0
Minimum Increase	Applies to all staff with the exception of Note # 1 below.		2.0%	

NOTE # 1 In limited circumstances an employee whose work performance is subject to serious disciplinary procedures may have their salary increase withheld subject to all of the following conditions:

- i. The disciplinary procedures have been properly followed in accordance with this agreement;



-
- ii. Leading up to disciplinary procedures being enacted the employee has been offered assistance, training and other support measures available in accordance with this agreement;
 - iii. The employee must be on their final written warning in accordance with this agreement;
 - iv. The employee must have consistently failed to reach agreed performance measures set as a result of previous disciplinary procedures;
 - v. The employee must be afforded the opportunity of having union representation throughout the disciplinary procedure;
 - vi. Any employee who as a result of disciplinary procedures meets agreed performance improvement measures will have any wage increase previously withheld paid retrospectively to the date applicable in the wages clause of this agreement;
 - vii. Any dispute arising from the application of this clause shall be handled in accordance with the Dispute & Grievance Resolution Procedure contained in this agreement.

ii. Annual Review of Minimum

In February of each year of this agreement, the Consultative Committee shall review the annual CPI figure as published by the Australian Bureau of Statistics (ABS). Should this figure reach 3% or higher, the Consultative Committee shall arrange for the parties to confer about raising the minimum salary increase specified in section i. above.



10.4 OVERTIME PROVISIONS

Publicis Loyalty subscribes to the principle of avoiding excessive hours of work for its employees. All parties agree, however, that for good reasons there may be a need to work beyond normal scheduled work hours either on a regular basis or from time to time. This work will be subject to certain provisions in recognition of its nature.

- i. Full-time employees approved to work beyond their normal schedule as overtime, will be paid at the rate of time and a half for the first three (3) hours of overtime worked and double time thereafter.
- ii. Part-time employees required to work beyond 7.5 hours on any one day (or their normal scheduled hours, whichever is greater) or 37.5 hours in a week as authorised overtime shall be paid at the rate of time and a half for the first three (3) hours and double time thereafter.
- iii. Except in special circumstances all overtime must be properly authorised before it may be worked.
- iv. In computing overtime each day's work shall stand alone except as otherwise provided in this clause.
- v. For the calculation of overtime rates the rate of pay applicable to the task being performed (as described in the classification structure) shall be used.
- vi. Rest Period. Employees who work overtime, must have a break of at least ten (10) hours without any loss of pay, before recommencing work. If the employee is instructed to recommence work without having had a ten hour break, they shall be paid at double time rates until released from duty.
- vii. Meal Allowance. Where an employee is required for operational reasons to work three (3) hours overtime beyond their normal hours for the day, they shall be paid a meal allowance of \$10, unless they agree to Publicis Loyalty providing a suitable meal.
- viii. Transport. Where employees cease work after a time when their usual or reasonable means of transport are not available, Publicis Loyalty shall provide transport to their home. This will be at company expense and will normally be by taxi.
- ix. Employees who perform overtime have the choice of payment as per the terms above OR may take Time Off in Lieu of payment at the same rate applied to the overtime worked (as in section ii, above). This time shall be added to annual leave accruals with the normal requirements for availing leave applying to it.

10.5 SHIFT WORK PROVISION

At the time of this agreement Publicis Loyalty does not operate shift work. For purposes of this agreement, 'Shift Work' is defined as regular rostered hours where the starting and/or finishing times are outside the agreed normal span of work hours. Should changes to work organisation to introduce shift work be envisaged during the life of this agreement the parties will negotiate appropriate pay and conditions.

10.6 TEMPORARY AGENCY STAFF

Publicis Loyalty by policy prefers the consistency provided by permanent staff whether full or part-time. However, there are occasions where unusual demands or special projects, can be facilitated by the use of casual and/or temporary agency staff who can support the operation in times of need. Such modes of employment, especially casual, can be advantageous to many people as well. Publicis Loyalty undertakes to use such staff to create flexibility in regard to peak business demands and special projects only and not as a preferred ordinary staffing method. Should there be need to depart from this policy, the parties will confer regarding the conditions.



10.7 HIGHER DUTIES ALLOWANCE

Staff who temporarily fill positions which are paid at a higher rate than their normal pay rate (e.g. A consultant acting as Team Leader) shall receive a “Higher Duties Allowance” payment according to the following policy statements as constructed by the Consultative Committee under the requirements of EBA 2000 as certified.

Wherever possible, Publicis Loyalty will seek to maintain the staffing of key service positions through the strategic use of relieving and acting roles. These roles will also form a major factor in providing learning experiences for people identified by succession planning. They should also be integrated into the overall recognition and reward strategies as a way of recognising peoples’ potential and giving them the opportunity to test their skills. This policy enunciates several core principles

- i. Whenever a Manager or Team Leader is absent for a week or more, a suitable person shall be designated to assume the role in their absence. This is both to ensure coverage of these key roles as well as to take advantage of prime opportunities for professional development.
- ii. Managers and Team Leaders shall also designate key positions which must be covered in the event of extended absence by their incumbents. For purposes of this clause, ‘extended absence’ refers to periods of no less than five consecutive working days.
- iii. Managers and Team Leaders shall have discretion to arrange coverage for other positions as appropriate for any of the reasons mentioned above. Such coverage may apply to any role not normally performed by the person asked to assume the acting role, and for which a higher hourly rate applies (including a consultant acting in higher rated consultant position). Such coverage may be arranged for shorter periods than a working week but normally not less than one full day. In all cases, appropriate remuneration will apply as per the rules outlined in sections 5 and 6 below. This will usually be arranged in consultation with their immediate manager.
- iv. When such acting or relieving positions occur, there will be a suitable handover period to ensure continuity in key matters. This will usually cover any pending matters, day-to-day running of the position/department/team, and any specific objectives appropriate for the person and/or the acting period in question. These last items will be consulted with the immediate manager. Depending on the period to be covered, and/or the status of the job/department/team, the handover period may be up to one week.
- v. Prior to the commencement of any acting or relieving role an appropriate remuneration will be negotiated with the position's immediate manager with assistance from the HR Manager. This will normally follow the guideline that total coverage of the function will attract the total remuneration; partial coverage will attract remuneration between the person's normal job and the base rate for the role in which they are acting calculated as a percentage of the job function they are actually covering. E.g. if the differential was \$1000 and the person was assessed as doing 75% of the job, the amount paid would be their current remuneration plus \$750.
- vi. Within the remuneration range, a relieving person would normally be paid at the base rate of the position without a performance increment element. There



may be circumstances which might indicate an exception to this rule. In this case terms would be agreed with the person in question.

In the case of managers' salaries, these are individual to each. An appropriate salary level will be negotiated with the acting person, using similar guidelines to those above. The Manager's base rate will be used in the calculation. The base rate is the rate to be paid to the particular manager prior to the application of any performance component.

- vii. In line with the first principle enunciated above in item 5, Consultants acting in higher positions and/or people acting as Seniors and Team Leaders, unless otherwise specified will be assumed as taking up the complete role in which they are acting and will be paid at the base rate for that position. If there are circumstances which alter this ruling, an agreed Higher Duties Allowance (HDA) will be paid. In either case, the remuneration must recognise the increase in responsibilities and be an appropriate increase on the normal remuneration of the person acting.
- viii. Persons acting in a position will normally enjoy and exercise all authorities and discretions appropriate to the job, unless agreed otherwise. While they should feel free to perform the role according to their own individual style, they should also respect the longer term strategies and practices put in place by the normal incumbent. Significant changes will require consultation with the position's manager in every case. 'Significant changes' are those which alter the structure or work of the department/ team for the foreseeable future in matters affecting their main business.
- ix. Managers and Team Leaders will give all due support and coaching to those in acting positions to ensure that they take advantage of the opportunity such roles present.

10.8 PAYMENT FOR SPECIAL RESPONSIBILITIES

It is recognised that apart from the higher duties described above, there are other functions that do not attract the allowances applicable to higher duties, but are beyond the normal scope of the person's job. This may include roles designed to give assistance to fellow staff, OH&S and Emergency service roles and so on. All parties agree that there should also be financial compensation provided to those employees who contribute in certain ways to the life of the work community.

- i. In the first six (6) months after certification of this agreement, a working group drawn from all parties, shall be established to investigate the introduction of special payments to staff who work occasionally or regularly, but not continuously in activities that contain some elements of a more senior role. At the time of this negotiation, it is designed to reward those staff involved in activities where extra duties apply such as staff who assist with training and coaching programmes, and to whom a higher duties allowance as above does not apply.
- ii. As soon as practicable after certification (no later than one month), we shall introduce a special payment of \$10.90 per week to staff who are currently active as Emergency Floor Wardens, Accredited and Appointed First-Aid Officers, and duly elected and trained OH&S Representatives.



10.9 PROVISIONS FOR ABSENCE FROM WORK DUE TO ILLNESS (ADI)

Publicis Loyalty sees it as important to make provisions in this agreement to ensure that employees receive reasonable income coverage for days when they are unable to attend the workplace due to illness or injury. This provision is fundamentally an income protection mechanism against sickness and is not a leave provision.

10.9.1 First-Year Employee ADI Provision

- i. In their first year of employment, Publicis employees shall be provided with a total of ten (10) days salary coverage in the event of inability to attend work due to illness or injury.
- ii. These days shall be provided on an accrual system based on an accumulation at the rate of 0.83 days (6.225 hours) per month worked.
- iii. To cover first-year staff for longer illnesses incurred before their accrual rate provides sufficient coverage, a first medically certificated illness of three days or more shall be covered up to the limit of their full remaining entitlement. Similar coverage for second and subsequent illnesses shall be at the discretion of their Departmental Manager.
- iv. Employees during their initial probationary period shall be required to provide medical certificates for any absence due to illness during the three months of their probation. After completion of probation, a medical certificate will not be necessary for the first five single days of absence in any one year.
- v. Use of the sickness provision by probationary staff cannot be the sole criterion for dismissal or for any extension of the probationary period. An exception is allowed in this latter case, where the length of absence involved does not allow for enough presence at work to complete required training and undergo a proper evaluation of performance.

10.9.2 ADI Provision at the Completion of One Year's Service

- i. At the completion of one year's service and on each anniversary of employment thereafter during the course of this agreement, each employee shall be provided with an up-front entitlement of coverage for ten (10) days Absence due to Illness.

10.9.3 General Conditions Governing the ADI Provision

- i. The provisions outlined in number 10.9.1 and 10.9.2 above refer to staff recruited after the certification of this agreement. Current staff will continue to receive their entitlements as per the 2000 EBA provisions.
- ii. Any unused portions of the ADI provision at the end of each year shall accrue into each employee's available *Absence due to Illness* for the ensuing year.
- iii. Any ADI outside the employee's accumulated provision shall be considered absence without payment.
- iv. Employees who are absent through illness or injury are expected to advise their Team Leader or Managers as early as possible, not later than one hour after their normal starting time.
- v. A medical certificate will not be required for the first five (5) single days absence in any one year.
- vi. A medical certificate MAY be required for single day absences after the first five (5) single days are taken in any one year.



- vii. A medical certificate will be required for such absences where two or more days are taken consecutively, or where an employee has exhausted their accrued provision and is absent without payment. In the former case, failure to produce a valid certificate may result in pay being withheld for the period of the absence in question.
- viii. Publicis Loyalty will take a “Wellness Counselling” approach for staff with the primary purpose of ensuring that long-term health is not being affected by the workplace.
- ix. Counselling procedures will be adopted in line with our “Wellness Counselling” approach where an employee is considered to be absent for excessive periods without a valid medical explanation or certificate. The object of this approach is to determine whether the problem is work-related, and what steps can be taken to overcome it. Continual unexplained absences after counselling has taken place would be addressed through the provisions contained in the Publicis Loyalty disciplinary procedures.
- x. Where an employee’s attendance is such that following appropriate counselling, they are consistently not adhering to scheduled hours, they may forfeit their right to participate in the RDO system.
- xi. A valid medical certificate declaring a person unfit for work is assumed under the law to remove the responsibility to attend work.
- xii. Use of the full sickness provision in this agreement must not be the basis for any disciplinary action.
- xiii. Legitimate use of the sickness provisions in this agreement shall not be the cause of any disadvantage to employees.
- xiv. Provisions for absence due to illness are intended to insure employees against salary loss when they are unable to attend the workplace. It is not a leave entitlement and is not paid out upon termination.
- xv. Accumulated sickness provision may be used to fulfil legitimate Care Provider responsibilities. (See section 12.5 below)
- xvi. Accumulated sickness provision may also be used to augment parental leave as described in section 12.6 below.



11. THE RIGHT TO REASONABLE HOURS OF WORK

Publicis Loyalty acknowledges that there are normal hours for working and hours which, in the estimation of reasonable people, are unusual. The latter are covered in the salary provisions under overtime and shift work provisions. In this agreement, normal working hours are defined as follows:

11.1 FULL-TIME EMPLOYEES

By consistent agreement, the normal working day is considered to be 7.5 hours and the normal working week is 37.5 hours. There are some special arrangements whereby with the consent of both parties, some Publicis Loyalty employees are working above 37.5 hours per week. These may continue but may not exceed 42 hours. There are also special arrangements whereby staff work more than 7.5 hours per day. These also may continue but shall not exceed 10 hours, per day or 37.5 hours per week, except with the consent of both parties. Other staff may be given access to this latter provision under the same conditions where agreed.

Employees working less than 37.5 hours per week are covered in 9.3.3 below under "Part-time Employment."

For employees who choose the option of the Work/Life Balance Day (RDO) system the normal working day is 8.0 hours and the normal working week is 40 hours. (See section 12.1 below.). For all employees it is agreed as follows that:

- i. The band of standard working hours shall be 6.00 am to 8.00 pm Monday to Friday.
- ii. This band may be extended to include up to 9.00 pm by mutual agreement with individual employees.
- iii. The band may also be extended to include Saturdays so long as any roster involving Saturday is not compulsory for current employees. It may apply to new employees purpose-recruited for such a roster. Employees who choose or are recruited for this roster must have two consecutive days off in each seven-day week.
- iv. All scheduled work outside these standard hours will be paid at the rate of time and a half except where the hours are overtime, in which case, overtime rates will be paid.
- v. Wherever possible, employee's rosters will be set by mutual agreement between employee and manager.
- vi. Employees may be rostered for weekend work under the conditions which apply to Victorian Public Holidays (see section 9.4.2) except for payment rates which will remain as at present.

11.2 ROSTER VARIATIONS

- i. Managers may vary rosters within the standard hours to meet essential operational requirements. In this case managers will consult with the employees involved and attempt to meet their needs (especially family commitments) in regard to the roster changes. In any case, employees must be given four (4) weeks notice of roster changes.
- ii. Appeals regarding rosters shall follow the normal disputes resolution procedures contained in this agreement.



11.3 REASONABLE BREAKS WITHIN WORKING HOURS

While it is the employee's responsibility to work consistently and to the best of their capacity, the need for rest and refreshment breaks during the working day is acknowledged and provided for in this section.

- i. Employees shall receive an unpaid lunch break of thirty (30) minutes during each working day. This break will be provided no more than five hours after commencing work.
- ii. There shall be a further thirty minutes of paid breaks for each full time employee during each working day. These may be utilised in a number of ways so long as there is at least one ten minute break before the lunch break and one after it. For example an employee may have three 10-minute breaks or two fifteen-minute breaks or two ten-minute breaks and use the third ten to add to lunch to make a forty-minute lunch break.
- iii. Employees engaged in repetitive tasks need regular short breaks to maintain health and safety as well as to sustain or even improve productivity. Publicis Loyalty employs a system of work organisation which ensures a five (5) minute break each hour for such employees
- iv. Publicis shall provide at the beginning of each working shift five minutes of preparation time during which phones staff will not be expected to respond to phone calls. The time is designed specifically to give staff time each day to update themselves on programme and system changes, and to read work-related e-mails. It is not 'Personal' time.
- v. Within the first twelve months of this agreement, the Consultative Committee shall investigate the use and appropriateness of breaks under this provision. This may include the use of trials or other resources to ensure the appropriateness of the breaks and the systems under which they are applied.

11.4 PROVISIONS FOR PART-TIME EMPLOYMENT

Part-time employment has potential to provide flexibility to the organisation of work as well as providing lifestyle benefits for employees. Part-time staff are defined as employees who are employed for less than 37.5 hours per week.

- i. Part-time employees receive pro-rata employment benefits.
- ii. Part-time employees who work beyond their scheduled hours on any day by mutual agreement will continue to be paid at ordinary time, plus accruals for leave and superannuation (to be credited at their employment anniversary date). Overtime rates will commence when part-time employees work beyond 7.5 hours on any day (or their scheduled hours if these exceed 7.5 hours) or beyond 37.5 hours in a week. Hours worked in this way will be paid at the overtime rates of this agreement, but will not attract extra leave and superannuation accruals.
- iii. Part-time employees employed on a regular basis shall be rostered for no less than four (4) consecutive hours on any one day, unless varied by mutual agreement.
- iv. Each part-time employee's hours shall be reviewed annually on their anniversary of employment. Any alterations to their work patterns will be by mutual agreement.



12. THE RIGHT TO REASONABLE REST & RECREATION

For the wellbeing of all employees, to improve productivity and to meet the lifestyle and family friendly intentions behind this agreement, Publicis Loyalty will provide various forms of leave from work. Reasonable periods of rest and recreation are important components of a healthy lifestyle. They are also important to maintain the energy and focus that are essential to sound levels of productivity. Some forms of leave are essential for the foundation and care of families and for the fulfillment of various family and community responsibilities. Leave provisions, agreed as reasonable opportunities for employees to fulfil these objectives, are included in this section.

12.1 WORK/LIFE BALANCE DAYS (RDOs)

Publicis Loyalty has developed a rostered day off system to assist employees to maintain a balance between life and work. Their fundamental intent is to provide employees with one day per calendar month to rest and/or to meet personal or family objectives without having to use other provisions for absence from work (particularly unscheduled absences such as the provisions for illness). They are offered under the following conditions:

- i. They are optional for full-time employees.
- ii. They do not apply to part-time and casual employees.
- iii. They are cost-neutral. To ensure that Publicis Loyalty does not incur additional cost to maintain the RDO system, employees will earn their day off per calendar month by working an extra half-hour per day as normal working hours. Thus employees who choose the RDO system will work 8 hours per day or 40 hours per week and be paid for 37.5 hours. They will thus work 9.5 hours extra to earn their RDO each month. The extra hours worked ensure that administrative, work coverage and other costs are met to ensure that the cost-neutral condition is fully achieved.
- iv. They are service-neutral. RDOs are rostered to ensure that service levels do not decrease. Their intent is to increase productivity and service levels. RDOs are management allocated according to business needs after taking employee's individual needs into consideration.
- v. They are non-cumulative. RDOs must be taken in the calendar month for which they are allocated. They cannot be accumulated.
- vi. They should contribute to reduction of absenteeism since they provide a health and lifestyle mechanism without which forms of unscheduled leave may have been used more frequently. While no specific amount of reduction is envisaged here, it will be one of the considerations when assessing individual employee attendance at work.

12.2 PUBLIC HOLIDAYS

In Australian culture there are various days which are observed as gazetted holidays for all workers. These public holidays shall be observed within the following conditions:

- i. Employees are entitled to public holidays occurring on their scheduled work days. They are not entitled to those which fall on days when they are not normally scheduled to work
- ii. National Public Holidays are New Years Day, Australia Day, Good Friday, Easter Monday, Anzac Day, Queen's Birthday, Christmas Day and Boxing



- Day (or their substitute days where such are properly gazetted). Since Publicis Loyalty provides national service coverage, only essential areas (e.g. Awards & E-Mail) will normally operate on these days.
- iii. Victorian Public Holidays are Labour Day (March) and Melbourne Cup Day. Since we do provide a national service, the operation will normally be staffed on these days.
 - iv. At the beginning of each year Employees from different cultural backgrounds may substitute appropriate cultural holidays from their tradition for either or both of the two Victorian public holidays. In this case the Victorian public holidays would be worked at normal rate and these conditions would apply to the nominated substitute days. Employees wishing to take up this option must advise their manager at the start of each calendar year, nominating the substitute and its date.
 - v. Staffing for the Victorian Public Holidays will be achieved as follows after each department has considered its operational requirements for coverage:
 - Employees who have chosen a cultural substitute.
 - Volunteers.
 - Rostering where needed for operational requirements.
 - vi. Where it is necessary to roster staff for these days, every effort will be made to share the rosters evenly among staff and to cater for individual and family needs. Rosters shall be advised to employees at least 4 weeks in advance.
 - vii. Employees may swap their rostered day with another staff member provided they have consulted in advance with their manager.
 - viii. Employees who work on the Victorian Public Holidays (or properly nominated substitutes) shall have two options for payment – Double time and a half in pay only, or time and a half in pay with a single day leave credit to be added to annual leave. Payment is calculated according to the employee's normal rate of pay.
 - ix. Staff who work on any other public holidays shall be paid at the rate of double time and a half based on their normal rate of pay.

12.3 ANNUAL LEAVE

Publicis Loyalty employees are provided with four (4) weeks (20 working days) of paid annual leave each year to rest and refresh themselves after a year's work. It is an entitlement won by the Union movement to ensure that workers are provided with appropriate rest and recreation each year. All employees are strongly encouraged to take at least ten continuous days leave in each calendar year to achieve the true purpose of leave. Accruing leave entitlements and taking odd days here and there is not considered to be in accordance with achieving the rest and refreshment implied within the spirit in which annual leave is given.

- i. Employees may accrue a maximum of 44 days annual leave. It is noted that even this limit does not fully ensure that the real purpose of the leave provision is achieved.
- ii. Employees may distribute their allocated leave at will. However, to ensure that proper rest is taken as per the intent of this provision, employees are recommended strongly to take at least ten (10) days of allocated leave in no more than two blocks of five consecutive days each year. For example an employee could take all ten days consecutively or two blocks of five consecutive days.
- iii. Granting of leave shall be in accordance with the operational requirements of the company.



- iv. Pay out of annual leave is not permitted while employed by Publicis Loyalty. Payment of unavailed leave will be made upon resignation from company service.
- v. Should employees switch the basis of employment between full & part time, accrued leave is credited at the pro-rata rate at which it was earned.

12.4 BEREAVEMENT LEAVE

Recognising that the loss of loved ones through death has a serious impact on our employees, Publicis Loyalty will treat such events with due sensitivity and compassion. Leave provisions to cover such events will be as follows:

- i. Employees may take up to three (3) days leave without loss of pay on each occasion of the death of a member of their immediate family or immediate household.
- ii. Definitions of “Immediate Family” are contained in this document. Definition of “Immediate Household” would include close friends living in the same household, and long-term flat-mates.
- iii. In the light of the possible impacts of such events on the lives of employees, it is a strong expectation by all parties that managers should treat such leave with compassion and flexibility.
- iv. Where bereavement situations arise to which bereavement leave does not apply (e.g. death of someone not included in the above “immediate family” definition), managers shall treat requests for annual leave and/or re-rostering of RDO’s with compassion and flexibility to cover such occasions of grief.

12.5 CARE PROVIDER LEAVE

Publicis Loyalty recognises that employees may have responsibilities to provide care for immediate family or immediate household members (as described above) in the event of unforeseen illness or incapacity. This will normally apply to those cases where the member is reliant on the employee for such support, and the support is needed immediately.

- i. The special Care Provider Leave provision consists of three (3) days per year. This provision is available from the beginning of each year of service.
- ii. Employees may also use up to their full entitlement (10 days) of sickness days as Care Provider Leave instead of sickness leave where necessary.
- iii. Care provider leave is not cumulative.
- iv. Where practicable, advance notice giving appropriate details shall be given to the employee’s manager. Details should include the status of the person cared for, reasons for the leave and the projected extent of leave required.
- v. Where advance notice is not practicable employees shall advise their manager as soon as possible on the day of absence, but not later than one hour after their scheduled starting time.
- vi. Some evidence to support the provision of care provider days may be called for by the employee’s manager. If such is called for and is not reasonably provided, managers may consider that the leave is not warranted and may deduct any such days from the employee’s sickness provision accrual.
- vii. Employees may also use their provisions for absence through illness to care for dependent family or household members in such circumstances.
- viii. Special cases for care provider days outside these conditions will be at the discretion of the relevant managers, who are advised to deal with them compassionately and flexibly.



12.6 PARENTAL LEAVE

Publicis Loyalty makes provisions for parents to fulfil family responsibilities surrounding the birth and nurture of their newborn children and the care and nurture of adopted children. We recognise that these are special times in people's lives requiring special consideration.

12.6.1 Maternity Leave

Publicis Loyalty provides part-paid maternity leave for women employees who become pregnant. It shall be applied according to the following conditions:

- i. Employees must be full or part time employees (not casuals).
- ii. They must have at least twelve (12) months continuous service.
- iii. Due Notice. Employees wishing to avail themselves of maternity leave will provide their manager with at least four (4) weeks notice in writing, stating both the commencement date of the leave and the intended period of absence.
- iv. The relevant manager may request medical certification verifying the pregnancy and estimated date of birth.
- v. Six weeks absence from work after the birth is compulsory.
- vi. Payment. Eligible employees shall be paid three weeks normal salary at the time of commencing maternity leave and three weeks normal salary paid three months after their return from such leave. Both payments shall be made at the rate of pay and hours worked at the time of maternity leave commencement. (E.g. if a full-time employee takes maternity leave the total payment will amount to six weeks full-time pay regardless of whether she returns part-time).
- vii. Employees on Maternity Leave may augment the number of paid weeks using accumulated Absence due to Illness Days according to the scale below. These payments shall be made at the beginning of the leave.

Length of Service	Addition to Paid Maternity Leave
One Year	0
Two years	One week of accrued illness provision
Three Years	Two weeks
Four Years or More	Three weeks

- viii. All maternity leave and applied sickness days may be paid at half payment rate over a longer period should the staff member find this useful.
- ix. Maternity leave is considered to be continuity of service but it is not taken into account when calculating leave or other entitlements.
- x. The balance of 52 weeks unpaid maternity leave may be taken for each birth, ie the maximum maternity leave including paid and unpaid shall be 52 weeks. Employees may choose to use other forms of leave entitlement instead of or in addition to maternity leave. For example an employee with 6 weeks annual leave accrual may arrange their leave as follows – 6 weeks paid maternity leave, 46 weeks unpaid and 6 weeks annual leave (total 58 weeks). They may also structure it as 6 weeks paid maternity leave, 40 weeks unpaid and 6 weeks paid annual leave (total 52 weeks). Other such combinations are also possible.
- xi. The period of maternity leave requested by an employee may be varied upwards or downwards by agreement, but not extended beyond the limits noted in section viii. above.
- xii. Where both mother and partner work for Publicis Loyalty, combinations of maternity and paternity leave to arrange for shared responsibility for the care



of the child may be negotiated with the relevant manager. Operational requirements, and the ability to provide flexibility in each case under discussion, will guide this provision.

- xiii. Maternity leave employees shall provide four weeks notice in writing of their intention to return to work.
- xiv. The employee is entitled to return to their former position. If the position no longer exists but other suitable positions are available (i.e. the employee is suitably qualified and capable), she shall be entitled to return to a position as close as possible in status and rate of pay to her former position.
- xv. Industrial practice of allowing returning mothers to return on a part-time basis to mix work and family commitments will be honoured by Publicis Loyalty. The provisions of section xii above will apply as far as possible. All effort will be made to arrange for her former position to become part-time or job-shared. However, if this is not possible, a suitable and available position as close as possible will be provided.

12.6.2 Paternity Leave

Publicis Loyalty recognises the social preference for both partners to share responsibility for child nurture and therefore makes provisions for paternity leave to support our maternity leave provisions. Paternity leave is available to employees who are the partners of women who give birth to a child.

- i. Such employees shall be full or part time (not casuals).
- ii. Employees shall have been employed by Publicis Loyalty for at least twelve (12) months continuously.
- iii. Employees may be granted one week's paid leave at the time of the child's birth or homecoming.
- iv. Employees of two or more completed years of service may augment this week by up to one week of accumulated Absence due to Illness days.
- v. Employees may take up to 51 weeks of unpaid paternity leave to be the primary caregiver for the child.
- vi. Notice requirements are as for maternity leave. Four weeks notice in writing will be required. Medical Certification may also be required to accompany this notice.
- vii. Employees may use other leave entitlements instead of, or in addition to their unpaid leave, as for maternity leave (section viii under maternity leave above)
- viii. Where both partners work for Publicis Loyalty, the provision outlined in section x of the maternity leave provisions will apply.
- ix. Employees returning from paternity leave shall give at least four weeks notice in writing of their intention to return.
- x. Entitlement to return to the employee's former position is as per sections xii and xiii under the maternity leave provisions above.

12.6.3 Adoption Leave

Publicis Loyalty also wishes to make provision for those families who decide to adopt children. Such occasions may require special provisions around the adoption procedures as well as for care and nurture of the adopted children.

In general, following the principle that maternity, whether birthing or adopting is still maternity, the same provisions including payments that apply to birthing maternity leave also apply to adoptive maternity leave.

The sole exception is that where adopting mothers require extra time over and above the 52 weeks of maternity leave to negotiate an adoption, they may trade off maternity payments against extra time for this purpose. For example an adopting



mother wishing to take the full 52 weeks maternity leave, but requiring extra time over and above to arrange the adoption, may trade off extra time on the basis of one week's extra leave for one week's maternity leave payment, and so on.

All the other conditions applicable to maternity leave also apply to adopting leave.

12.7 STATUTORY AND COMMUNITY LEAVE

There are requirements on companies to make provisions for statutory matters such as Army Reserve Training and Jury Duty. Where these requirements are under statute, whether Commonwealth or Victorian Government, Publicis Loyalty is duty bound to observe their provisions in full.

Employees may also undertake other obligations towards their community of residence. Publicis Loyalty wishes also to make provision for these as a practical expression of our lifestyle commitment.

12.7.1 Jury Service

Publicis Loyalty will ensure that employees' normal income is maintained while on Jury Service.

- i. Employees shall inform their manager as soon as notice of Jury Service is received.
- ii. Employee's normal salaries will be paid during their absence on this service.
- iii. Employees will provide documented evidence of payments made by the Court in respect to Jury Service. All payments up to their normal salary level shall be paid to Publicis Loyalty.

12.7.2 Defence Force Reserve Leave

Employees who are members of the Australian Defence Force Reserve shall be granted leave to attend initial recruit training (includes Basic and Corps training) and their annual two-week training camp. Publicis Loyalty, upon presentation of documentary evidence, will ensure that such employees receive make-up pay to cover the difference between what is paid by the Defence Force Reserve and the employees' normal pay.

Employees shall give notice to their manager of the requirement to attend such training as soon as it is received from the Military authorities. Documentary evidence from the Unit Commanding Officer may be required.

12.7.3 Community Service Leave

Employees who are accredited members of the State Emergency Service or the Country Fire Authority may, at the discretion of Publicis Loyalty, be granted up to five days paid leave each year should they be called upon to attend an emergency situation involving their community service. Documentary evidence of the call-out may be required.



12.8 LONG SERVICE LEAVE

Special leave to mark length of service will be provided as per the Victorian State legislation in this regard. In summary this statute provides for:

12.8.1 Entitlement:

Employees are entitled to Long Service Leave on the following bases:

- i. Thirteen (13) weeks of Long Service Leave paid at the person's ordinary pay rate, upon completion of fifteen (15) years of continuous employment with the one employer.
- ii. 4.33 Weeks of Long Service Leave at their ordinary rate of pay upon completing every five years of further continuous service after the first fifteen are completed, all with the same employer.
- iii. Pro-rated Long Service Leave. If the employee leaves the employment of their employer after ten years but less than fifteen years, unless dismissed for serious misconduct, they shall be entitled to Long Service Leave calculated as $1/60^{\text{th}}$ of their period of employment. For example if the employee resigns after 12 years service (624 weeks) they would be entitled to Long Service Leave of 10.4 weeks.
- iv. Ordinary pay means the payment calculated on normal weekly hours and rate of pay as at the time of commencing Long Service Leave.

12.8.2 Conditions

Four conditions are specified from the statute for notation in this agreement. Other definitions, terms and conditions are as contained in the relevant Act. A copy is held by the Human Resources Manager should anyone wish to study its details in full.

- i. Employees must not work for hire or reward during such leave.
- ii. Payment in lieu of the leave is forbidden by law.
- iii. Employees are entitled to take their long service leave as soon as practicable after the date of eligibility. This will usually occur by mutual agreement.
- iv. Ability to split Long Service Leave. Long service leave must be taken in one block period of thirteen weeks. However, by mutual agreement the leave may be split within the limits defined by the statute.



13. THE RIGHT TO A SAFE & HEALTHY WORKPLACE

Publicis Loyalty will take all reasonable care within the terms of the prevailing legislation and the terms of industry benchmarks, to provide a safe and healthy workplace for all employees.

13.1 OCCUPATIONAL HEALTH & SAFETY (OH&S)

Publicis Loyalty subscribes fully to the statutes providing for OH&S activities and standards within workplaces and will take all reasonable care to ensure that their provisions will be observed.

- i. Publicis Loyalty will maintain an OH&S Committee consisting of the elected and trained OH&S Representatives, an ASU liaison delegate, a management representative and the Human Resources Manager.
- ii. The OH&S Committee will be responsible for addressing all OH&S concerns and for bringing recommendations to management where issues arise, in accordance with best practice OH&S policy. This includes the provision of positive health measures such as adequate supplies of fresh drinking water, exercise programmes, 'Quit smoking' campaigns and other appropriate measures to improve workplace health.
- iii. Publicis Loyalty undertakes to maintain appropriate numbers of trained OH&S representatives, emergency and fire wardens, trained first aid staff members, and first aid kits on every floor.

Publicis Loyalty was a steering committee participant in the development of the *Good Practice Guide for Occupational Health & Safety in Call Centres*, developed by the ASU with funding provided by WorkSafe Victoria's Safety Development Fund. This document is acknowledged as the present best set of benchmarks for OH&S in our industry. Publicis Loyalty will do all possible to engage its principles and practice through our OH&S committee and its activities.

13.2 STRESS MANAGEMENT

All the participants in this agreement acknowledge the human and financial costs of occupational stress and agree to work together to reduce the causes and incidence of stress-related illness with its associated problems. We are committed to take co-operative measures to minimise stress in our workplace.

Specific, practical and achievable measures aimed at reducing workplace stress will be discussed as a priority by the Consultative Committee and referred to the OH&S Committee for expertise and action. The Consultative Committee will also follow up to ensure prompt and proper action is taken.

13.3 EMPLOYEE ASSISTANCE PROGRAM

Publicis Loyalty understands that employees may sometimes have personal and/or work-related issues and problems which affect their emotional and mental health, and thus their ability to perform their job. The introduction of an independent and professional Employee Assistance Programme to provide counselling support for affected employees, as well as positive mental health programmes has proven to be highly successful. This will be continued for the life of this agreement and expanded to include trauma management services should the need arise.



14. THE RIGHT TO RELEVANT EDUCATION AND LEARNING

Publicis Loyalty espouses learning as one of its core values. We are committed to high standards of education and development for all our people. We are committed to ensuring that our induction, professional, product and process training and leadership development are not only high quality, but also provide our people with industry-recognised and certificated qualifications of competency. We are committed to the ongoing development of our people and will continue to research and develop programmes for this purpose. Time spent on internally or externally provided Publicis Loyalty Education and Learning Programmes is normally paid time.

Where Publicis Loyalty asks an employee to undertake an external program of study relevant to their employment, we will reimburse all study and examination fees after successful completion (measured by examination results) of each subject undertaken.

Where employees undertake an approved course of study relevant to their employment they may be eligible for reimbursement of 50% of study and examination fees after successful completion of each subject undertaken. All such study must be given advanced approval by the Education and Learning Manager before the employee becomes eligible for this assistance.

Employees participating in the above study programmes shall be eligible to receive up to one day paid study leave for each subject.

14.1 CONDITIONS

In the cases where Publicis Loyalty covers educational expenses under this clause, two conditions are added.

- i. Payment shall normally be limited to the part-time workload of four subjects per year unless otherwise approved by the Education and Learning Manager.
- ii. Employees whose courses are so funded shall be asked to sign a letter of intention to remain in the service of Publicis Loyalty for at least one year following completion of their studies.

Publicis is committed to the learning and development of its employees from both industrial and social senses of responsibility.



15. THE RIGHT TO RESPECT & DIGNITY IN THE WORKPLACE

As an Equal Opportunity Employer, Publicis Loyalty is committed to providing a workplace which values positive respect for each employee based on a belief in the fundamental dignity of the human person. We are committed to a workplace which provides equal opportunity for employment, development and promotion. We are committed to a workplace which respects each person and is free of any form of harassment, bullying, or discrimination of any kind.

15.1 EQUAL OPPORTUNITY

We subscribe fully to the principles and standards integrated into law regarding equal opportunity for all. We will resist all forms of discrimination.

- i. Equal opportunity for Publicis Loyalty means that all employees or prospective employees are considered solely on merit with the best person for any available position being chosen.
- ii. No person will be treated any differently because of personal characteristics such as gender, marital status, pregnancy, family status, age, cultural origin, physical features, disability, religion, political belief or criminal record (except where security reasons demand it). No person will be discriminated against on the basis of social origin, lawful sexual activity, preference or family responsibilities.
- iii. Publicis Loyalty has already established EEO Contact Officers who are appropriately trained to assist employees in the implementation of the EEO Policy, known in Publicis Loyalty as the Respect & Dignity Policy. We will continue with and develop this feature in the workplace to ensure adequate coverage.
- iv. The EEO Coordinator for Publicis Loyalty will usually be the Human Resources Manager, unless some other person is seen as more appropriate by the General Manager.
- v. EEO awareness programs for current and new employees will be provided to ensure full company awareness of the issues.

15.2 HARASSMENT

Publicis Loyalty is committed to an harassment-free workplace. Our EEO contact people are also skilled to assist employees should this occur.

- i. Sexual Harassment. Employees are entitled to a workplace free of unwanted and uninvited sexual behaviour that is offensive, embarrassing, intimidating or humiliating. In any form, such behaviour may include unwelcome touching, staring or leering, suggestive comments and jokes, sexually explicit and offensive pictures, posters, internet images, cartoons or prose, unwanted invitations to go out, unwelcome requests for sex, unnecessary familiarity or intrusive questions about one's private life.
- ii. Sexual harassment will not be tolerated by Publicis Loyalty. Under Federal and State legislation, such harassment is also unlawful and may be subject to legal sanctions.
- iii. Sexual harassment will be considered to be within the responsibility of Publicis Loyalty when occurring in any of our environments. This will include our workplace(s), conferences, work functions, company social gatherings even if not occurring during working hours or on company premises. Any place or time that might reasonably be considered to involve Publicis Loyalty staff as such is covered by this provision.



- iv. Physical or emotional harassment, intimidation, bullying of any kind, or improper use of positions of authority to gain advantage over other employees are considered to come under this heading and will be dealt with according to the disciplinary and other remedial processes outlined under this provision. With regard to the matter of Workplace Bullying, Publicis Loyalty will abide by the relevant WorkSafe Guidance Note, *Prevention of Bullying and Violence at Work*, published in February 2003 and as amended from time to time.
- v. All harassment principles apply to employees' relations with each other, with applicants for employment with us and all persons with whom employees deal in the course of company business.

15.3 COMPLAINTS PROCEDURE

Should an employee consider that they have been discriminated against or harassed in any way the following procedures will be followed:

- i. The first and most desirable option is to speak directly to the person involved in the discrimination or harassment, explaining the situation and how it has impacted the employee, making it clear that they do not expect the particular behaviour to recur.
- ii. If this is not possible for various reasons, or the employee believes the matter is a serious offence, the employee should approach their team leader or manager to lodge a complaint.
- iii. If after the direct approach envisaged in section i. above the behaviour does not change, the employee may approach an EEO contact officer for assistance, or speak confidentially with their team leader or manager.
- iv. Team leaders and managers are required to take every such complaint seriously ensuring that they are followed up and that all parties exercise confidentiality and discretion.
- v. An investigation may be conducted if required. It will include separate interviews with the person allegedly harassing, or discriminating against, the employee and providing them with the opportunity under natural justice to respond to the allegations.
- vi. The aim of all investigations and follow-up action is to reconcile the parties, conciliating and/or resolving the issue quickly with understanding, communication, self-awareness, care and tact.
- vii. Where necessary, due disciplinary processes will be followed.
- viii. Where a criminal offence has occurred, it will be reported to Police.
- ix. At any point in this process employees may enlist the advice and assistance of the EEO Contact Officers, the ASU, and/or the Equal Opportunity Commission.
- x. Should the employee believe that the matter is not being satisfactorily resolved, they may refer it to the EEO Coordinator, request the use of an independent mediator or lodge a grievance with the Equal Opportunity Commission.

15.4 AFFIRMATIVE ACTION

Publicis Loyalty acknowledges that there are some groups in society who are under-represented at various levels of employment. We will undertake affirmative action programmes in their regard. The Affirmative Action (Equal Opportunity for Women) Act of 1986 (and as amended) defines such programmes as "A systematic means determined by an employer in consultation with management, employees and



unions, of achieving equal employment opportunity for women (and thus others disadvantaged similarly). Affirmative action is compatible with appointment and promotion on the basis of merit, skills and qualifications.”

Publicis Loyalty is committed to and will continue to implement such action through a wide range of activities to remove discrimination. It may include surveying workplace issues affecting women, indigenous people issues and a review of all employment policies and practices.

15.5 PROFESSIONALISM

Publicis Loyalty espouses a workplace where there is mutual respect, trust and cooperation between all members of the work community. We believe this is essential for teamwork to deliver best possible customer service levels. All parties to this agreement concur that these elements represent a professional approach to create a necessary standard of conduct.

Our employees come from diverse and rich backgrounds, value sets, tastes and world views. We share in common the right to come to work, perform our duties and responsibilities, utilise and develop our skills to achieve our full potential. We respect each other's rights and responsibilities and we will endeavour to ensure that this respect is lived out in action.



16. THE RIGHT TO DUE PROCESS FOR DISPUTE & GRIEVANCE RESOLUTION

Where employees come into dispute with any of the parties to this agreement, we will aim to resolve any issues quickly, constructively and locally, with the primary objective of rebuilding or maintaining relationships between those involved. Where employees raise a grievance or come into dispute on matters relating to their employment, the following process shall apply:

- i. The party with the grievance must notify the other party of the matter at the earliest possible opportunity
- ii. Throughout all stages of the procedure all relevant facts shall be clearly identified and recorded
- iii. Sensible time limits must be allowed for completion of the various stages of the discussions. However, parties must cooperate to ensure that the disputes resolution procedures are carried out as quickly as possible.
- iv. The employee and their team leader will discuss and attempt to resolve the matter.
- v. If this first measure does not resolve the matter, it should next be taken to the manager of the employee's department. The manager will take all due means to resolve the issue at this level ensuring that both parties are accorded fairness and natural justice.
- vi. If the matter remains unresolved to the satisfaction of any party, it shall be taken to the Human Resources Manager or a person agreed with the Human Resources Manager to be appropriate. If the dispute is with the Human Resources Manager, the General Manager will be the proper person in this regard.
- vii. If the issue still remains unresolved, the complainant may seek the assistance of any of:
 - an independent external mediator agreed by Publicis Loyalty;
 - an internal mediator should such a person be available;
 - the Australian Industrial Relations Commission.
- viii. At any stage of the process the advice and assistance of the ASU, including local workplace delegates, may be sought.
- ix. Whilst the dispute and grievance procedure is being followed, work shall continue as usual with no change to the situation until the issue is resolved. Unless there are reasonable concerns regarding a risk to Health and Safety should the status quo prevail.
- x. Should any dispute or grievance go through the above process and still remain unresolved following conciliation attempts, the parties will accept the recommendations of the Australian Industrial Commission in its regard.

17. THE RIGHT TO SECURITY OF EMPLOYMENT

While Publicis Loyalty will do all in its power to ensure the employment security of our employees, all parties acknowledge that as a Contractor we cannot give a total guarantee of continuous employment. However, as part of our commitment to our people, we undertake to do all possible and proper to ensure their employment and their entitlements.

17.1 Publicis will take all due and proper measures to ensure the continuity of the contract under which we are employed and to exercise due diligence in the management of the company's resources to provide stable employment



17.2 In the event of loss of contract or business failure by Publicis Loyalty, the entitlements of employees shall be given the highest priority of allocation within the provisions of prevailing corporate affairs legislation in regard to the distribution of assets in such circumstances.

17.3 In the event that the contract is on-sold to another company, this EBA shall be an essential condition of any sale.

18. THE RIGHT TO FUTURE INCOME THROUGH SUPERANNUATION

Under the terms of the Superannuation Guarantee Legislation current at the time of this agreement, Publicis Loyalty makes the following Superannuation provisions for all employees:

- i. Until further notice, all employees shall join the Clerical and Related Employees Superannuation Fund (CARE) at the commencement of their employment with Publicis Loyalty.
- ii. The Consultative Committee shall conduct an annual review of the performance of CARE to ensure that employees' interests are being properly managed by the fund.
- iii. Publicis Loyalty shall remain a participating employer of the agreed Superannuation fund.
- iv. Publicis Loyalty shall contribute to this fund on behalf of each employee, the appropriate contribution levels required under Superannuation Guarantee Legislation at any time. Contributions are expressed as a percentage of 'ordinary time earnings.' (For this agreement, 'ordinary time earnings' shall include over-award payments and any applicable shift penalties). For 2004 and 2005, this contribution shall be made at the rate of 9%.
- v. Publicis Loyalty shall provide each employee, upon commencement of employment, with the appropriate fund membership forms. When the employee completes these forms they shall be forwarded by Publicis Loyalty to the fund within 14 days or immediately after the next full pay period.
- vi. Employees may make additional contributions over and above those made by the employer (section iii. above). These are in accordance with the Trust Deed of the fund. Such contributions must be authorised by the employee in writing, specifying the amount to be paid to the fund from their salary, in whole dollars.
- vii. During the term of this agreement, the Consultative Committee shall undertake to investigate and address any issues surrounding Superannuation, and report back to all parties. Their study may include education of employees about Superannuation, the possibility of contributions being made to more than one fund, and other issues of concern to staff.



19. THE RIGHT TO PROPER TERMINATION PROCESSES.

Where employees resign their employment or Publicis Loyalty terminates such employment for any reason, the following provisions apply.

19.1 NOTICE PERIOD

Advance notice of separation whether initiated by the employee or the employer, unless mutually agreed otherwise, shall be as follows:

- i. For staff with less than one year's service – one week
- ii. Two (2) working weeks for all other employees.
- iii. Employees over 45 shall be entitled to three weeks notice.

Shortening this notice period is subject to negotiation in each case.

Where an employee fails to give appropriate notice, it shall be at the discretion of the relevant manager as to whether pay for the shortfall shall be withheld, subject to the financial obligations imposed by legislation.

19.2 TERMINATION FOR SERIOUS MISCONDUCT

Publicis Loyalty reserves the right to dismiss any employee for serious misconduct that they are proven to have committed. Employees have the rights accorded by natural justice, fairness and legislation should this occur. Specifically, employees have the right to due process.

- i. **Serious Misconduct.** Serious misconduct is defined as conduct which makes it unreasonable for the employee to continue in Publicis Loyalty employment even for the period of notice agreed above (9.10.1).
- ii. Such misconduct may include, but not be limited to:
 - Stealing
 - Falsifying documents
 - Inappropriately manipulating company records and data bases
 - Willful destruction of property
 - Violence and/or threatening behaviour
 - Reporting for work in an incapacitated condition resulting from the use of alcohol and/or illegal drugs.
 - The use of illegal drugs while at work
 - Inducing or encouraging another employee to leave Publicis Loyalty
 - Committing Publicis Loyalty to liabilities beyond the employee's authority
 - Hiring staff without the appropriate approval
 - Direct or indirect expenditure of Publicis Loyalty funds for any personal benefit
 - Solicitation of monetary rewards or gifts from Publicis Loyalty clients or suppliers
 - Serious breach of the Confidentiality Deed.
- iii. Nothing in this clause removes an employee's right to seek redress from the Australian Industrial Relations Commission for unfair, harsh or unreasonable dismissal

19.3 DISCIPLINARY TERMINATION

Publicis Loyalty is aware that workplace relationships, despite best efforts, sometimes become difficult and sometimes break down. We also recognise that at these times, more formal processes may be required to reconcile parties or dissolve



the partnership where reconciliation is not possible. Where an employee consistently fails to meet the terms of this relationship, either through failing to meet fully understood work objectives and/or behavioural standards, the following formal processes will be applied:

- i. Employees in this condition will first be assisted to reconfirm and meet their relationship responsibilities through appropriate counselling, coaching, training, process improvement and other support measures seen as appropriate to the situation.
- ii. Only after reasonable application of these measures and other positive, motivational efforts, will a formal discipline process be applied.
- iii. The formal process of discipline is devised to ensure procedural justice and fairness to both employer and employee. For our employees, there are foundational rights which include:
 - Right to clarity of job objectives and expectations
 - Right to appropriate skilling to meet them
 - Right to Proper support through systems, work organisation, processes and supervision.
- iv. Given that these rights are in place, due process for dealing with continued failure to meet objectives and standards will be a four-stage discipline process which shall be detailed to the employee at the application of its first stage.
- v. In Publicis Loyalty, the formal disciplinary process consists of:
 - A first formal (verbal) warning detailing the issues to be addressed, the standards to be met and the time-frame for meeting them.
 - A second, formal (written) warning
 - A final formal (written) warning which must include all the options for dealing with non-compliance.
 - Application of the appropriate option which may include termination of employment. This would normally be applied for a more serious breakdown in the relationship where there is no other reasonable option for resolving it.
- vi. After the first formal warning, any new matters not included in it cannot be used as material for further warnings in that process. Such matters must be part of a parallel disciplinary process, if they are to be used at all.
- vii. The disciplinary process is always subject to employee's rights in natural justice. These include:
 - Clear understanding of the matter under discipline
 - The right to offer a defence of their position
 - The right to representation at all stages
 - The right of access to all documents and other evidence
 - Clear understanding of the process and its outcomes.
- viii. If termination is the outcome, employees have the right to proper notice.
- ix. As in the case of termination for serious misconduct, employees who are dismissed or redeployed through the disciplinary process, have the right to seek redress through the AIRC should they believe the discipline to be harsh, unfair or unreasonable.
- x. In all disciplinary matters during which formal warnings have been applied, employees have the right to removal of any related documents from their HR file after twelve months during which no further action has been taken in regard to the formal warnings.

**19.4 TERMINATION DUE TO REDUNDANCY**

Publicis Loyalty operates in a competitive and technologically developing industry. Redundancies will be positively avoided by Publicis Loyalty, but they are not outside the realm of possibility. Therefore appropriate provisions are made in this agreement in the event of redundancies occurring during its term.

Redundancy occurs when the employer decides that the job or jobs of any employees are no longer required because of changing commercial or operational circumstances. In the event of needing to make staff redundant, Publicis Loyalty will:

- i. Consult with employees (especially the affected employees) about the situation and the best ways to resolve it.
- ii. Take all due alternate measures before resorting to redundancy as an option. This may include restructuring of work and/or work organisation, re-deployment of affected employees, external placement in employment or other agreed measures.
- iii. Provide time for Jobsearch activities according to the provisions of the *Contract Call Centre Award 2003*
- iv. Provide reasonable assistance to employees made redundant to find new employment. This may include Jobsearch skills, administrative support for preparing resumes, etc.
- v. Pay each employee a redundancy benefit based on the minima outlined in the following scale according to length of service. The payment shall be in addition to any payment of notice period required as above:

Employee Length of Continuous Service	Rate for Calculation of Redundancy Payment	
	Under 45 years of age	45 Years and Over
Less than one (1) year	Nil	Nil
1 year but less than 2	4 weeks pay	5 weeks pay
2 years but less than 3	7 weeks pay	8.75 weeks pay
3 years but less than 4	10 weeks pay	12.5 weeks pay
4 years but less than 5	12 weeks pay	15 weeks pay
5 years but less than 6	14 weeks pay	17.5 weeks pay
6 years to 8 years	16 weeks pay	20 weeks pay *
Every year thereafter	2 weeks pay for every completed year of service up to a maximum of 50 weeks for those under 45 years of age and a maximum of 52 weeks for all over 45	

* Staff over 45 shall be paid at the 20 weeks rate for 9 and 10 years service also.

NB: Payments are calculated on the basis of an employee's average salary over their total service or at their current ordinary rate, whichever is greater.

- vi. Redundancy benefits shall be paid before the employee's separation from the business.
- vii. Publicis Loyalty will deal with the event of redundancies in a sensitive way



20. MISCELLANEOUS MATTERS

Four miscellaneous matters are raised within this document. Agreement has been reached by all parties in their regard.

20.1 INTERNET & EMAIL USAGE BY EMPLOYEES

The agreed policy regarding usage of the Internet by Publicis Loyalty Employees is provided here in summary form.

- Internet facilities such as E-Mail, World-Wide Web, etc are provided by Qantas to assist with our work on their behalf. They are to be used for that purpose. Use of the facilities that abuses, restricts, slows down or disrupts them will be treated as serious matters by Publicis Loyalty and by Qantas.
- Use of E-Mail facilities for Union-related communications (following a recent Federal Court ruling) is to be considered a legitimate business use.
- Extreme care needs to be taken with confidential matters such as client information, Qantas or Publicis Loyalty information, and any personal or private information. The Internet's security is not infallible.
- Any transactions on the Internet regarding the following matters will be viewed by Publicis Loyalty as serious. Disciplinary actions including dismissal from employment may be taken and in some cases, criminal action may be a consequence.
 - Threatening, discriminatory, violent or harassing material
 - Computer virus files
 - Obscene or pornographic material
 - Confidential information on clients, our business or our staff
 - Anything associated with illegal purposes inc. breach of copyright
 - Business for companies other than Qantas/Publicis Loyalty
 - Unreasonable personal use (see below)
 - Use of another staff member's ID
 - Video or other heavy density materials that may clog the system
- Personal use of Internet facilities is allowable. Publicis Loyalty recognises that from time to time, some personal use is necessary. Where this is the case, personal use must be brief, without attachments, graphics or other heavy density materials that may slow the system. It must certainly not be so frequent or lengthy as to interfere with your own workflow requirements.
- There are several other practical matters regarding opening files which may carry viruses, situations where exceptions will be made to the general policy, etc. Please refer to the general policy document in the HR Policy Manual in your Department. In general, if in any doubt, don't open files you are not sure of.
- Internet and e-mail usage may be randomly monitored as part of the legal duty of care with regard to harassment prevention.

Any future adjustments to this policy as technological advances are made will be effected through the Publicis Loyalty Consultative Committee.



20.2 WORKING FROM HOME

As yet, Publicis Loyalty employees do not work from home. Publicis Loyalty undertakes to investigate and trial where feasible and operationally appropriate, opportunities for staff lifestyle flexibility through establishing an ability to perform work from home. Such investigative measures shall be completed consultatively and within the life of this agreement.

20.3 JOB-SHARE ARRANGEMENTS

Publicis Loyalty, after two years of successful trials is keen to establish a formal policy job-sharing between two (or more) employees who wish to work part time by sharing a single job function. During the course of this agreement, the Consultative Committee will consider such a draft policy already prepared. This policy once completed, shall become part of this agreement.

20.4 FLEXIBILITY POLICY

All parties recognise that flexibility within this agreement is required to cope with emergency situations. It is also agreed that such flexibility shall be exercised collaboratively, involving all parties. Further, it is agreed that the emergencies referred to in this clause are only those that relate to the activities of the Qantas Frequent Flyer Programme and associated activities, along with genuine community-based emergencies. Where there is uncertainty as to whether a particular event fits this description, the parties shall confer. For all other occasions where an emergency response may be called for, the parties shall confer as to joint response.

21. DEFINITION OF TERMS USED

For the purposes of this agreement: "AIRC" refers to the Australian Industrial Relations Commission.

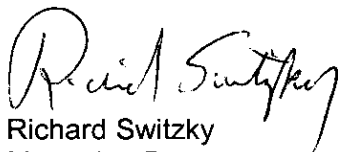
"Immediate Family" refers to Spouse (or former spouse, de facto spouse, former de facto spouse) or domestic partner of the employee (including same sex relationships), child (including an adopted child, stepchild or ex-nuptial child), parent, grandparent, grandchild or sibling of the employee or of the employee's spouse.

"Immediate Household" refers to a close friend or long-term flat-mate living in the same household as the employee.

SIGNATURES OF PARTIES TO THE AGREEMENT

Signed for and on behalf of Publicis Loyalty

Signed for and on behalf of the ASU



Richard Switzky
Managing Partner



Ingrid Stitt
Secretary ASU Victoria



APPENDIX ONE

CONTRACT CALL CENTRE AWARD SALARY CLASSIFICATION – COMPARISON WITH PUBLICIS LOYALTY SALARIES (as at addition of Safety Net Review 2004 increase)

CLASSIFICATION	Relativity	Qualifications	Award Minimum Salary ** (June 07, 2004)	Publicis Minimum Salary (as of 01/03/04)
Customer Contact Trainee Clerical/Admin Level 1 (Publicis Probationary Staff)	87.4%	Traineeship	\$506.60 p.w. (\$26,698 p.a.)	\$551.00 (\$28,652 p.a.)
Customer Contact Level 1 Clerical/Admin Level 2 (Publicis Consultant)	92.4%	Certificate II	\$527.50 p.w. (\$27,799 p.a.)	\$568.65 (\$29,570 p.a.)
Customer Contact Level 2 Clerical/Admin Level 3 (Publicis Multiskill)	100%	Certificate III	\$561.20 p.w. (\$29,575 p.a.)	\$590.60 (\$30,710 p.a.)
Customer Contact Specialist (Publicis Senior Consultant)	110%	Certificate III +	\$602.90 p.w. (\$31,773 p.a.)	\$652.30 (\$33,919 p.a.)
Customer Contact Leader (Publicis CSU)	115%	Certificate IV	\$621.80 p.w. (\$32,769 p.a.)	\$685.00 (\$35,619 p.a.)
Team Leader Clerical/Admin Level 5 (Publicis Team Leader)	130%	Diploma	\$684.40 p.w. (\$36,089 p.a.)	\$761.50 (\$39,598 p.a.)
Technical Associate (No Publicis Equivalent)	145%	Advanced Diploma	\$746.90 p.w. (\$39,362 p.a.)	N/A

** NB: Includes 17.5% Leave Loading in annual salary figure (CALCULATED AS Weekly Salary X 4 X 0.175)