

AUSTRALIAN INDUSTRIAL RELATIONS COMMISSION

AUSTRALIAN INDUSTRIAL REGISTRY LOOSE-LEAF CONSOLIDATION

CONTRACT CALL CENTRE INDUSTRY AWARD 2003

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Printed by Authority by the Commonwealth Government Printer

AW827785CRV [loose-leaf version]

AUSTRALIAN INDUSTRIAL RELATIONS COMMISSION

*Workplace Relations Act 1996*  
s.99 notifications of industrial dispute

**CPSU, the Community and Public Sector Union**

and

**TeleTech International Pty Ltd and others**  
(C2002/908)

**The Australian Industry Group**  
(C2002/458)

**Australian Municipal, Administrative, Clerical and Services Union**

and

**Pracom Limited**  
(C2001/5164)

**Salmat Teleservices Pty Ltd and others**  
(C2000/34152)

**TeleTech International Pty Ltd**  
(C2002/6101)

**The Australian Industry Group**  
(C2001/3437)

**National Union of Workers**

and

**Australian Industry Group**  
(C No. 31107 of 1993)

Telecommunications services

COMMISSIONER SMITH

MELBOURNE, 4 SEPTEMBER 2003

*New award.*

## **ORDER**

A. Further to a decision of the Commission, given in transcript on 15 August 2003, the following award is made:

### **PART 1 – APPLICATION AND OPERATION OF THE AWARD**

#### **1. TITLE**

This award shall be known as the Contract Call Centre Industry Award 2003.

#### **2. ARRANGEMENT**

[2 varied by PR950310 ppc 22Jul04]

This award is arranged as follows:

## **Part 1 - Application and operation of award**

1. Title
2. Arrangement
3. Anti-discrimination
4. Definitions
5. Commencement date of award and period of operation
6. Coverage of award
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## **Part 6 - Hours of work, breaks, overtime, shift work, weekend work**

22. Hours of work
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25. Annual leave
26. Personal leave
27. Parental leave
28. Jury service
29. Public holidays

## **Part 8 - Superannuation**

30. Superannuation

## Schedule A - Companies bound by this award

### 3. ANTI-DISCRIMINATION

**3.1** It is the intention of the respondents to this award to achieve the principal object in s.3(j) of the *Workplace Relations Act 1996* (the Act) through respecting and valuing the diversity of the work force by helping to prevent and eliminate discrimination on the basis of race, colour, sex, sexual preference, age, physical or mental disability, marital status, family responsibilities, pregnancy, religion, political opinion, national extraction or social origin.

**3.2** Accordingly, in fulfilling their obligations under the dispute resolution procedure clause, the respondents must make every endeavour to ensure that neither the award provisions nor their operation are directly or indirectly discriminatory in their effects.

**3.3** Nothing in this clause is to be taken to affect:

**3.3.1** any different treatment (or treatment having different effects) which is specifically exempted under the Commonwealth anti-discrimination legislation;

**3.3.2** junior rates of pay;.

**3.3.3** an employee, employer or registered organisation, pursuing matters of discrimination in any State or federal jurisdiction, including by application to the Human Rights and Equal Opportunity Commission;

**3.3.4** the exemptions in s.170CK(3) and (4) of the Act.

### 4. DEFINITIONS

In this award, unless the contrary intention appears:

**4.1 Act** shall mean the *Workplace Relations Act 1996*.

**4.2 Commission** shall mean the Australian Industrial Relations Commission.

**4.3 Trainee** is as defined in 8.4 of the *National Training Wage Award 2000* [AW790899CR PR904174].

**4.4 Union(s)** shall mean the Australian Municipal, Administrative, Clerical and Services Union (ASU), the Community and Public Sector Union (CPSU) and the National Union of Workers (NUW).

### 5. COMMENCEMENT DATE OF AWARD AND PERIOD OF OPERATION

**5.1** This award shall come into force on and from the beginning of the first full pay period commencing on or after 1 September 2003 and shall remain in force for a period of twelve months.

**5.2** Nothing in this award shall in itself operate to reduce the conditions of employment of an employee, including award redundancy entitlements, which were in existence immediately prior to or at the commencement of this award, in respect of allowable matters.

### 6. COVERAGE OF AWARD

**6.1** This award applies to those employees in classifications set out in clause 18 - Classifications and salaries, who are engaged by a **business in the contract call centre industry**.

**6.2** For the purposes of this award, a **business in the contract call centre industry** means any business whose principle function is supplying inbound or outbound customer contact services to a number of clients, on a contract basis, and whose business is independent of the client.

**6.3 Customer contact services** means any in-bound or out-bound work, including telephone sales, using the telephone or other telecommunication devices such as facsimiles, the internet or email.

**6.4** This award does not apply to any business or part of a business:

**6.4.1** Which is not a business in the contract call centre industry (as defined); or

**6.4.2** In which the customer contact services are carried out within that business and for that business, except in the case of a **business in the contract call centre industry**; or

**6.4.3** Where such business or part of a business is bound by another award of the Commission which was in operation as at 1 September 2003.

## **WGNETSTART\_DOCASSOC\_07. PARTIES BOUND**

This award is binding upon:

**7.1** The Australian Municipal, Administrative, Clerical and Services Union (ASU);

**7.2** The Community and Public Sector Union (CPSU);

**7.3** The National Union of Workers (NUW);

**7.4** The Australian Industry Group, but only in respect of those members of the Australian Industry Group listed in Schedule A - Companies bound by this award;

**7.5** The employers listed in Schedule A - Companies bound by this award and all of their employees covered by this award whether such employees are members of the union(s) or not.

## **8. ANNUAL SALARY ARRANGEMENTS FOR HIGHER CLASSIFICATIONS**

**8.1** This award shall not apply to employees in classifications other than those specified in clause 18 - Classifications and salaries.

### **8.2 Annual salary arrangements for higher classifications**

**8.2.1** The provisions of 8.2 shall apply to the following classifications:

#### **8.2.1(a) Customer contact stream**

**8.2.1(a)(i)** Principal customer contact leader.

#### **8.2.1(b) Clerical and administrative stream**

**8.2.1(b)(i)** Clerical and administrative employee – level 5.

#### **8.2.1(c) Contract call centre industry technical associate**

**8.2.2** Employees on annual salary arrangements will be compensated for any payments arising from the

following award provisions in accordance with the provisions of 8.2.3:

**8.2.2(a)** 19 - Mixed functions;

**8.2.2(b)** 20 - Payment of wages;

**8.2.2(c)** 21 - Allowances;

**8.2.2(d)** 22.1, 22.2 and 22.3

**8.2.2(e)** 23 - Meal breaks;

**8.2.2(f)** 24 - Overtime;

**8.2.2(g)** 25.8.2 and 25.8.3; and

**8.2.2(h)** 29.7.

**8.2.3** The following obligations apply to employers in relation to the higher classifications set out in 8.2.1.

**8.2.3(a)** The ordinary hours of work of employees in those classifications set out in 8.2.1 should not exceed the ordinary hours of duty in the particular industry or sector of industry in which the employee is employed. Employers will compensate for:

**8.2.3(a)(i)** time worked regularly in excess of ordinary hours of duty;

**8.2.3(a)(ii)** time worked on public holidays;

**8.2.3(a)(iii)** time spent standing-by in readiness for a call back;

**8.2.3(a)(iv)** time spent carrying out duties outside of the ordinary hours of duty over the telephone or via remote access arrangements; or

**8.2.3(a)(v)** time worked on afternoon, night or weekend shifts;

**8.2.3(b)** either by:

**8.2.3(b)(i)** taking this factor into account in the fixation of annual remuneration;

**8.2.3(b)(ii)** granting special additional remuneration; or

**8.2.3(b)(iii)** granting a special allowance or loading; or

**8.2.3(b)(iv)** granting other compensation such as special additional leave.

**8.2.3(c)** An employee shall be advised in writing upon engagement, or in any other case upon a request being made in writing to the employer, of the method of compensation being used and the normal starting and finishing times in the relevant establishment. The methods of compensation are set out in 8.2.3(b). The provisions of 8.2.3(a) and 8.2.3(b) are to be used as the basis for the calculation of the annual salary. If the employer is compensating the employee by a method identified in 8.2.3(b), the employer shall identify the special additional remuneration, allowance or loading which is being paid.

## **8.2.4 Salary Review**

An employee's salary will be reviewed by the employer at least annually to ensure that the compensation is appropriate having regard to the factors in 8.2.3(a).

### **8.2.5 Transfers**

Where an employee is transferred permanently from day work to shift work or from shift work to day work, such employee should receive at least one month's notice. However, the employer and the employee may agree on a lesser period of notice.

### **8.2.6 Reasonable time in excess of ordinary hours**

**8.2.6(a)** Subject to 8.2.6(b) an employer may require an employee to work a reasonable amount of time in excess of ordinary hours of duty. The method of compensation shall be in accordance with 8.2.3(b).

**8.2.6(b)** An employee may refuse to work time in excess of ordinary hours of duty in circumstances where the working of such additional time would result in the employee working hours which are unreasonable having regard to:

**8.2.6(b)(i)** any risk to the employees health and safety;

**8.2.6(b)(ii)** the employee's personal circumstances including family responsibilities;

**8.2.6(b)(iii)** the needs of the workplace or enterprise;

**8.2.6(b)(iv)** the notice (if any) given by the employer of the additional time which is required to be worked and by the employee of his or her intention to refuse it;

**8.2.6(b)(v)** the employee's compensation; and

**8.2.6(b)(vi)** any other relevant matter.

**8.2.6(c)** In the event of a dispute arising between an employee and their employer concerning this clause, the employee and any representative of the employee shall have the right to raise the matter in accordance with clause 10 - Dispute resolution procedure.

### **8.2.7 Payment of wages**

**8.2.7(a)** At the election of the employer, wages may be paid weekly or fortnightly or in accordance with existing practices.

**8.2.7(b)** Where agreement is reached with an individual employee, wages may be paid four weekly or monthly. This agreement may be reached at the time when the employee commences employment, but is not limited to such time.

### **8.2.8 Annual leave loading**

In addition to the annual leave payments specified in 25.8.1 hereof, employees shall be paid an annual leave loading of 17.5%. However, where an employer, in determining the total remuneration of an employee can demonstrate that it has taken into account that an annual leave loading will not be paid to the employee because the total remuneration has been fixed having regard to this fact or because other benefits related to annual leave of equal value have been granted by the employer, an entitlement to the annual leave loading shall not accrue.

## **PART 2 - ENTERPRISE FLEXIBILITY**

### **9. ENTERPRISE FLEXIBILITY PROVISIONS**

(See ss.113A and 113B of the Act).

Where an employer or employees wish to pursue an agreement at the enterprise or workplace about how the award should be varied so as to make the enterprise or workplace operate more efficiently according to its particular needs, the following process shall apply:

**9.1** A consultative mechanism and procedures appropriate to the size, structure and needs of the enterprise or workplace shall be established.

**9.2** For the purpose of the consultative process the employees may nominate an agent to represent them.

**9.3** Where agreement is reached an application shall be made to the Commission.

## **PART 3 – DISPUTE RESOLUTION**

### **10. DISPUTE RESOLUTION PROCEDURE**

**10.1** In the event of a dispute arising in a workplace covered by this award, the following procedure will apply:

**10.1.1** The employee(s) concerned will first meet and confer with their immediate supervisor. The employee(s) may appoint another person to act on their behalf including a union delegate.

**10.1.2** Subject to 10.2 and 10.3, where an employee representative (including a union delegate) is involved, she/he will be allowed the necessary time during working hours to interview employee(s) and the supervisor.

**10.1.3** If the matter is not resolved at such a meeting the parties will arrange further discussions involving more senior management as appropriate. The employee(s) may invite a union official to be involved in the discussions. The employer may also invite into the discussions an officer of the employer organisation to which the employer belongs.

**10.1.4** The union delegate shall be allowed at a place designated by the employer, a reasonable period of time during working hours to interview the duly accredited Union Officials of the Union to which they belong.

**10.1.5** If the matter remains unresolved, the dispute may then be referred to the Commission.

**10.2** In order to facilitate the procedure in this clause:

**10.2.1** The party with the grievance must notify the other party at the earliest opportunity of the problem.

**10.2.2** Throughout all stages of the procedure all relevant facts must be clearly identified and recorded.

**10.2.3** Sensible time limits must be allowed for completion of the various stages of discussion. However, the parties must co-operate to ensure that the disputes resolution procedures are carried out as quickly as possible.

**10.3** While the parties are attempting to resolve the matter the parties will continue to work in

accordance with this award and their contract of employment unless the employee has a reasonable concern about an imminent risk to his or her health and safety. Subject to relevant provisions of any State or Territory occupational health and safety law, even if the employee has a reasonable concern about an imminent risk to his or her health or safety, the employee must not unreasonably fail to comply with a direction by his or her employer to perform other available work, whether at the same enterprise or another enterprise, that is safe and appropriate for the employee to perform.

#### **10.4 Dispute resolution procedure training leave**

**10.4.1** Subject to clause 10.4.9, an eligible employee representative will be entitled to, and the employer will grant, up to five days training leave with pay to attend courses which are directed at the enhancement of the operation of the dispute resolution procedure including its operation in connection with this award and with the *Workplace Relations Act 1996*, or with any relevant certified agreement which provides it is to be read in conjunction with this award.

**10.4.2** An employee representative or the relevant Union shall give the employer six weeks of notice of the employee representative's intention to attend such courses and the leave to be taken, or such shorter period of notice as the employer may agree to accept.

**10.4.3** The notice to the employer shall include details of the type, content and duration of the course to be attended.

**10.4.4** The taking of such leave shall be arranged having regard to the operational requirements of the employer so as to minimise any adverse effect on those requirements.

**10.4.5** An employee representative taking such leave shall be paid all ordinary time earnings which normally become due and payable during the period of leave.

**10.4.6** Leave of absence granted pursuant to this clause shall count as service for all purposes of this award.

**10.4.7** A dispute in relation to:

**10.4.7(a)** the granting of leave to an employee for the purpose of attending a course which is not an agreed course, or not a course approved by agreement between a Union mentioned in 7.1, 7.2 and 7.3 and the employer organisation mentioned in 7.4; or

**10.4.7(b)** an alleged inability to make adequate staffing arrangements to meet the operational requirements of the employer,

shall be resolved in accordance with the procedure set out in this clause provided that the procedure can be activated for this purpose either by a Union, or by the employer concerned, or by the employer association in clause 7.4 if the employer who is in dispute is a member.

**10.4.8** The dispute resolution procedure is activated when the employer advises the employee representative or the relevant Union that the employer will not or may not grant the leave. If the dispute resolution procedure is not so activated by or on behalf of the relevant employer within seven days of the receipt of the notice of intention to attend the course and take leave, the leave is to be granted.

**10.4.9** For the purpose of determining the entitlement of employee representatives to dispute resolution procedure training leave, an eligible employee representative is a shop steward, a delegate or an employee representative duly elected or appointed by the employees in a workplace generally or collectively for all or part of a workplace pursuant to 10.1.1 and 10.1.2 for the purpose of representing those employees in the dispute resolution procedure, who is within the class and number of

representatives entitled from year to year to take paid dispute resolution procedure training leave according to the following quota table:

Number of employees employed by employer in enterprise or workplace	Maximum number of eligible employee representatives entitled per year commencing 1 September 2003
5 – 15	1
16 – 30	2
31 – 50	3
51 – 90	4
More than 90	5

**10.4.9(a)** Provided that if the number of eligible employee representatives exceeds the quota at any particular time for a relevant enterprise or workplace, priority of entitlement for the relevant year shall be resolved by agreement between those entitled, or if not agreed, be given to the more senior of the employee representatives otherwise eligible who seeks leave.

**10.4.9(b)** For purposes of applying the quota table, employees employed by the employer in the enterprise or workplace are employees covered by the award, employed by the eligible employee representative's employer who are full-time, part-time or fixed-term employees, or casual employees with six months or more service; being employees engaged in the enterprise or workplace to which the procedure established under 10.1 applies; or if no such procedure is established for a readily identifiable enterprise or workplace, being employees engaged by the employer in the employment covered by the award.

**10.4.10** Without limiting the generality of courses that may qualify for purposes of clause 10.4.1, a course directed at the enhancement of the operation of the dispute resolution procedures includes a course relating to that subject matter which is a course:

**10.4.10(a)** agreed between the employer and the relevant eligible employee representative; or

**10.4.10(b)** approved jointly by one or more of the organisations of employees listed in clauses 7.1, 7.2 and 7.3 with the organisation of employers listed in clause 7.4.

## **10.5 Redundancy disputes**

[10.5 inserted by PR950310 ppc 22Jul04]

**10.5.1** Paragraphs 10.5.2 and 10.5.3 impose additional obligations on an employer where an employer contemplates termination of employment due to redundancy and a dispute arises (a **redundancy dispute**). These additional obligations do not apply to employers who employ fewer than 15 employees.

**10.5.2** Where a redundancy dispute arises, and if it has not already done so, an employer must provide affected employees and the relevant union or unions (if requested by an affected employee) in good time. With relevant information including:

- the reasons for any proposed redundancy;
- the number and categories of workers likely to be affected; and
- the period over which any proposed redundancies are intended to be carried out.

**10.5.3** Where a redundancy dispute arises and discussions occur in accordance with this clause the employer will, as early as possible consult on measures taken to avert or to minimise any proposed redundancies and measures to mitigate the adverse affects of any proposed redundancies on the employees concerned.

## **PART 4 - EMPLOYMENT RELATIONSHIP**

### **11. EMPLOYEE DUTIES**

**11.1** An employer may direct an employee to carry out such duties as are within the limits of the employee's skills, competence and training consistent with the classification structure of this award provided that such duties are not designed to promote de-skilling.

**11.2** An employer may direct an employee to carry out such duties and use such tools and equipment as may be required provided that the employee has been properly trained in the use of such tools and equipment.

**11.3** Any direction issued by an employer under this clause is to be consistent with the employer's responsibilities to provide a safe and healthy working environment.

### **12. EMPLOYMENT CATEGORIES**

#### **12.1 Probationary employment**

**12.1.1** An employer may initially engage a full-time or part-time employee for a period of probationary employment for the purpose of determining the employee's suitability for ongoing employment.

**12.1.1(a)** The employee must be advised in writing in advance that the employment is probationary and of the duration of the probation.

**12.1.1(b)** The maximum duration of the probationary period shall be three months unless a longer period of probation is reasonable having regard to the nature and circumstances of the employment.

**12.1.2** A probationary employee is for all purposes of the award a full-time or part-time employee.

**12.1.3** Probationary employment forms part of an employee's period of continuous service for all purposes of the award, except where otherwise specified in this award.

#### **12.2 Full-time employment**

Any employee not specifically engaged as being a part-time or casual employee is for all purposes of this award a full-time employee, unless otherwise specified in the award.

#### **12.3 Casual employment**

**12.3.1** A casual is an employee who is engaged on a casual basis. A casual employee for working ordinary time shall be paid per hour 1/38th of the weekly wage prescribed by this award for the work which the employee performs, plus 20%. From the first pay period to commence on or after 1 September 2004 a 25% casual loading will apply in lieu of the 20% loading.

**12.3.2** Employment of a casual employee may be terminated by an hour's notice given either by the employer or the employee, or by the payment or forfeiture of an hour's wage as the case may be.

**12.3.3** On each occasion a casual employee is required to attend work the employee is entitled to

payment for a minimum of three hour's work.

## **12.4 Part-time employment**

**12.4.1** An employee may be engaged to work on a part time basis. A part-time employee is an employee (other than a casual) who has reasonably predictable hours of work and who is engaged to work a lesser number of ordinary hours per week than a full-time employee performing work of the same kind or a similar nature.

**12.4.2** A part-time employee shall be paid for ordinary hours worked at the rate per hour of 1/38<sup>th</sup> of the weekly rate prescribed by 18.5 for the work performed.

**12.4.3** The terms of this award shall apply pro rata to part-time employees on the basis that ordinary weekly hours for full-time employees are 38 hours.

**12.4.4** An employer is required to roster a part-time employee for a minimum of three consecutive hours on any shift.

**12.4.5** Overtime shall be payable to part-time employees for time worked in excess of the hours fixed in accordance with the pattern of hours applicable to the employee. Provided that a part-time employee is not entitled to be paid overtime penalties on a day until he or she has worked at least an equivalent number of hours that day to an equivalent full-time employee in the relevant section of the enterprise. Provided further that a part-time employee shall not work more than 38 hours in any week at ordinary rates.

## **12.4.6 Public holidays**

Where the part-time employee's normal paid hours fall on a public holiday prescribed in clause 29 and work is not performed by the employee, such employee shall not lose pay for the day. Where the employee works on the holiday, such employee shall be paid in accordance with 29.7.

**12.4.7** A full-time employee may convert to part-time if agreed by the employer and the employee.

## **12.5 Trainees**

The parties to this award shall observe the terms of the *National Training Wage Award 2000* [AW790899CR PR904174], as amended.

## **13. ABANDONMENT OF EMPLOYMENT**

**13.1** The absence of an employee from work for a continuous period exceeding three working days without the consent of the employer and without notification to the employer shall be prima facie evidence that the employee has abandoned the employment.

**13.2** Provided that if within a period of fourteen days from the employee's last attendance at work or the date of the employee's last absence in respect of which notification has been given or consent has been granted an employee has not established to the satisfaction of the employer that the employee is absent for reasonable cause, the employee shall be deemed to have abandoned the employment.

**13.3** Termination of employment by abandonment in accordance with this subclause shall operate as from the date of the last attendance at work or the last day's absence in respect of which consent was granted, or the date of the last absence in respect of which notification was given to the employer, whichever is the later.

## **14. ABSENCE FROM DUTY**

Unless a provision of this award or the Act states otherwise (e.g. sick leave), an employee not attending for duty will lose pay for the actual time of such non-attendance.

## **15. DISRUPTION OF WORK**

The employer has the right to deduct payment for any time the employee cannot be usefully employed because of any failure in equipment or facilities or any stoppage of work by any cause for which the employer cannot reasonably be held responsible. Wherever practicable, the employer and employee/s shall consult to endeavour to make arrangements to avoid or mitigate any loss of pay.

## **16. NOTICE OF TERMINATION**

[16 Termination of employment title changed and substituted by PR950310 ppc 22Jul04]

### **16.1 Notice of termination by employer**

**16.1.1** In order to terminate the employment of an employee the employer must give to the employee the period of notice specified in the table below:

<b>Period of continuous service</b>	<b>Period of notice</b>
1 year or less	1 week
Over 1 year and up to the completion of 3 years	2 weeks
Over 3 years and up to the completion of 5 years	3 weeks
Over 5 years of completed service	4 weeks

**16.1.2** In addition to the notice in 16.1.1, employees over 45 years of age at the time of the giving of the notice with not less than two years continuous service, are entitled to an additional week's notice.

**16.1.3** Payment in lieu of the prescribed notice in 16.1.1 and 16.1.2 must be made if the appropriate notice period is not required to be worked. Provided that employment may be terminated by the employee working part of the required period of notice and by the employer making payment for the remainder of the period of notice.

**16.1.4** The required amount of payment in lieu of notice must equal or exceed the total of all amounts that, if the employee's employment had continued until the end of the required period of notice, the employer would have become liable to pay to the employee because of the employment continuing during that period. That total must be calculated on the basis of:

**16.1.4(a)** the employee's ordinary hours of work (even if not standard hours); and

**16.1.4(b)** the amounts ordinarily payable to the employee in respect of those hours, including (for example) allowances, loading and penalties; and

**16.1.4(c)** any other amounts payable under the employee's contract of employment.

**16.1.5** The period of notice in this clause does not apply:

**16.1.5(a)** in the case of dismissal for serious misconduct;

**16.1.5(b)** to apprentices;

**16.1.5(c)** to employees engaged for a specific period of time or for a specific task or tasks;

**16.1.5(d)** to trainees whose employment under a traineeship agreement or an approved traineeship is for a specified period or is, for any other reason, limited to the duration of the agreement; or

**16.1.5(e)** to casual employees.

**16.1.6** Continuous service is defined in clause 25.6.

## **16.2 Notice of termination by an employee**

**16.2.1** The notice of termination required to be given by an employee is the same as that required of an employer, save and except that there is no requirement on the employee to give additional notice based on the age of the employee concerned.

**16.2.2** If an employee fails to give the notice specified in 16.1.1 the employer has the right to withhold monies due to the employee to a maximum amount equal to the amount the employee would have received under 16.1.4.

## **16.3 Job search entitlement**

Where an employer has given notice of termination to an employee, an employee shall be allowed up to one day's time off without loss of pay for the purpose of seeking other employment. The time off shall be taken at times that are convenient to the employee after consultation with the employer.

## **16.4 Transmission of business**

Where a business is transmitted from one employer to another, as set out in clause 17 - Redundancy, the period of continuous service that the employee had with the transmittor or any prior transmittor is deemed to be service with the transmittor and taken into account when calculating notice of termination. However, an employee shall not be entitled to notice of termination or payment in lieu of notice for any period of continuous service in respect of which notice has already been given or paid for.

## **17. REDUNDANCY**

[17 substituted by PR950310 ppc 22Jul04]

### **17.1 Definitions**

**17.1.1 Business** includes trade, process, business or occupation and includes part of any such business.

**17.1.2 Redundancy** occurs where an employer decides that the employer no longer wishes the job the employee has been doing to be done by anyone and this is not due to the ordinary and customary turnover of labour.

**17.1.3 Small employer** means an employer who employs fewer than 15 employees.

**17.1.4 Transmission** includes transfer, conveyance, assignment or succession whether by agreement or by operation of law and **transmitted** has a corresponding meaning.

**17.1.5 Week's pay** means the ordinary time rate of pay for the employee concerned. Provided that such rate shall exclude:

- overtime;
- penalty rates;
- disability allowances;
- shift allowances;
- special rates;
- fares and travelling time allowances;
- bonuses; and
- any other ancillary payments of a like nature.

## 17.2 Transfer to lower paid duties

Where an employee is transferred to lower paid duties by reason of redundancy the same period of notice must be given as the employee would have been entitled to if the employment had been terminated and the employer may at the employer's option, make payment in lieu thereof of an amount equal to the difference between the former ordinary rate of pay and the new ordinary time rate for the number of weeks of notice still owing.

## 17.3 Severance pay

### 17.3.1 Severance pay – other than employees of a small employer

An employee, other than an employee of a small employer as defined in 17.1, whose employment is terminated by reason of redundancy is entitled to the following amount of severance pay in respect of a period of continuous service:

<b>Period of continuous service</b>	<b>Severance pay</b>
Less than 1 year	Nil
1 year and less than 2 years	4 weeks' pay*
2 years and less than 3 years	6 weeks' pay
3 years and less than 4 years	7 weeks' pay
4 years and less than 5 years	8 weeks' pay
5 years and less than 6 years	10 weeks' pay
6 years and less than 7 years	11 weeks' pay
7 years and less than 8 years	13 weeks' pay
8 years and less than 9 years	14 weeks' pay
9 years and less than 10 years	16 weeks' pay
10 years and over	12 weeks' pay

\* **Week's pay** is defined in 17.1.

### 17.3.2 Severance pay – employees of a small employer

An employee of a small employer as defined in 17.1 whose employment is terminated by reason of redundancy is entitled to the following amount of severance pay in respect of a period of continuous service:

<b>Period of continuous service</b>	<b>Severance pay</b>
-------------------------------------	----------------------

Less than 1 year	Nil
1 year and less than 2 years	4 weeks' pay*
2 years and less than 3 years	6 weeks' pay
3 years and less than 4 years	7 weeks' pay
4 years and over	8 weeks' pay

\* **Week's pay** is defined in 17.1.

**17.3.3** Provided that the severance payments shall not exceed the amount which the employee would have earned if employment with the employer had proceeded to the employee's normal retirement date.

**17.3.4** Continuity of service shall be calculated in the manner prescribed by clause 16.1.6. Provided that service prior to 22 July 2004, shall not be taken into account in calculating an entitlement to severance pay for an employee of a small employer pursuant to 17.3.2.

**17.3.5** Application may be made for variation of the severance pay provided for in this clause in a particular redundancy situation in accordance with the *Redundancy Case Decision* [PR032004, 26 March 2004] and the *Redundancy Case Supplementary Decision* [PR062004, 8 June 2004].

#### **17.4 Employee leaving during notice period**

An employee given notice of termination in circumstances of redundancy may terminate his/her employment during the period of notice set out in clause 16 - Notice of Termination. In this circumstance the employee will be entitled to receive the benefits and payments they would have received under this clause had they remained with the employer until the expiry of the notice, but will not be entitled to payment in lieu of notice.

#### **17.5 Alternative employment**

**17.5.1** An employer, in a particular redundancy case, may make application to the Commission to have the general severance pay prescription varied if the employer obtains acceptable alternative employment for an employee.

**17.5.2** This provision does not apply in circumstances involving transmission of business as set in 17.7.

#### **17.6 Job search entitlement**

**17.6.1** During the period of notice of termination given by the employer in accordance with clause 14.1, an employee shall be allowed up to one day's time off without loss of pay during each week of notice for the purpose of seeking other employment.

**17.6.2** If the employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the employee shall, at the request of the employer, be required to produce proof of attendance at an interview or he or she shall not receive payment for the time absent. For this purpose a statutory declaration will be sufficient.

**17.6.3** The job search entitlements under this subclause apply in lieu of the provisions of 16.3.

#### **17.7 Transmission of business**

**17.7.1** The provisions of this clause are not applicable where a business is before or after the date of this award, transmitted from an employer (in this subclause called the **transmittor**) to another employer (in this subclause called the **transmittee**), in any of the following circumstances:

**17.7.1(a)** Where the employee accepts employment with the transmittee which recognises the period of continuous service which the employee had with the transmittor and any prior transmittor to be continuous service of the employee with the transmittee; or

**17.7.1(b)** Where the employee rejects an offer of employment with the transmittee:

- in which the terms and conditions are substantially similar and no less favourable, considered on an overall basis, than the terms and conditions applicable to the employee at the time of ceasing employment with the transmittor; and
- which recognises the period of continuous service which the employee had with the transmittor and any prior transmittor to be continuous service of the employee with the transmittee.

**17.7.2** The Commission may vary 17.7.1(b) if it is satisfied that this provision would operate unfairly in a particular case.

## **17.8 Employees exempted**

This clause does not apply to:

- employees terminated as a consequence of serious misconduct that justifies dismissal without notice;
- probationary employees;
- apprentices;
- trainees;
- employees engaged for a specific period of time or for a specified task or tasks; or
- casual employees.

## **17.9 Incapacity to pay**

The Commission may vary the severance pay prescription on the basis of an employer's incapacity to pay. An application for variation may be made by an employer or a group of employers.

# **PART 5 - WAGES AND RELATED MATTERS**

## **18. CLASSIFICATIONS AND SALARIES**

### **18.1 Classification table**

#### **Classification Relativity Qualifications**

Customer contact trainee

Clerical & administrative officer level 1 87.4% N/A

Customer contact officer level 1

Clerical & administrative officer Level 2 92.4% Certificate II

Customer contact officer level 2

Clerical & administrative officer level 3 100% Certificate III  
**Classification Relativity Qualifications**

Principal customer contact specialist 110% N/A

Customer contact team leader  
Clerical & administrative officer level 4 115% Certificate IV

Principal customer contact leader  
Clerical & administrative officer level 5 130% Diploma

Contract call centre industry technical associate 145% Advanced Diploma

## **18.2 Customer contact stream – classifications**

### **18.2.1 Customer contact trainee**

**18.2.1(a)** A Customer contact trainee is engaged in a course of training and development (other than through a new apprenticeship/traineeship) to enable them to perform customer contact functions in the telecommunications industry.

**18.2.1(b)** An employee at this level would not normally perform customer contact functions without direct/immediate supervision.

**18.2.1(c)** An employee would normally graduate from the course of training as a Customer contact officer.

### **18.2.2 Customer contact officer level 1**

#### **18.2.2(a) Role definition**

**18.2.2(a)(i)** A Customer contact officer level 1 is employed to perform a prescribed range of functions involving known routines and procedures and some accountability for the quality of outcomes. Such an employee shall:

**18.2.2(a)(i)(A)** receive calls;

**18.2.2(a)(i)(B)** use common call centre telephone and computer technology;

**18.2.2(a)(i)(C)** enter and retrieve data;

**18.2.2(a)(i)(D)** work in a team; and

**18.2.2(a)(i)(E)** manage their own work under guidance.

**18.2.2(a)(ii)** Such an employee provides at least one specialised service to customers such as sales and advice for products or services, complaints or fault enquiries or data collection for surveys.

#### **18.2.2.(b) Indicative tasks**

**18.2.2(b)(i)** An employee at this level would normally perform the following indicative tasks:

**18.2.2(b)(i)(A)** Follow occupational health & safety policy and procedures;

**18.2.2(b)(i)(B)** Communicate in a customer contact centre;

**18.2.2(b)(i)(C)** Work in a customer contact centre environment;

**18.2.2(b)(i)(D)** Respond to inbound customer contact;

**18.2.2(b)(i)(E)** Conduct outbound customer contact;

**18.2.2(b)(i)(F)** Use basic computer technology;

**18.2.2(b)(i)(G)** Use an enterprise information system; and

**18.2.2(b)(i)(H)** Provide quality customer service.

**18.2.2(b)(ii)** An employee at this level would also normally perform some of the following indicative tasks:

**18.2.2(b)(ii)(A)** Fulfil customer needs;

**18.2.2(b)(ii)(B)** Process sales;

**18.2.2(b)(ii)(C)** Action customers' fault reports;

**18.2.2(b)(ii)(D)** Resolve customers' complaints;

**18.2.2(b)(ii)(E)** Process low risk credit applications;

**18.2.2(b)(ii)(F)** Process basic customer account enquiries; and

**18.2.2(b)(ii)(G)** Conduct data collection.

### **18.2.2.(c) Qualifications**

An employee who holds a Certificate II in Telecommunications (Customer Contact) or equivalent would be classified at this level when employed to perform the functions in the role definition and taking into account the indicative tasks.

## **18.2.3 Customer contact officer level 2**

### **18.2.3(a) Role definition**

**18.2.3(a)(i)** A Customer contact officer level 2 is employed to perform a defined range of skilled operations, usually within a range of broader related activities involving known routines, methods and procedures, where some discretion and judgement is required in the selection of equipment, services or contingency measures and within known time constraints. Such a person shall:

**18.2.3(a)(i)(A)** receive calls;

**18.2.3(a)(i)(B)** use common call centre telephone and computer technology;

**18.2.3(a)(i)(C)** enter and retrieve data;

**18.2.3(a)(i)(D)** work in a team; and

**18.2.3(a)(i)(E)** manage their own work under guidance.

**18.2.3(a)(ii)** This employee performs a number of functions within a customer contact operation requiring a diversity of competencies including:

**18.2.3(a)(ii)(A)** providing multiple specialised services to customers such as complex sales and service advice for a range of products or services, difficult complaint and fault inquiries, deployment of service staff;

**18.2.3(a)(ii)(B)** using multiple technologies such as telephony, Internet services and face-to-face contact; and

**18.2.3(a)(ii)(C)** providing a limited amount of leadership to less experienced employees.

**18.2.3(b) Indicative tasks**

**18.2.3(b)(i)** An employee at this level would normally perform the following indicative tasks:

**18.2.3(b)(i)(A)** Follow occupational health & safety policy and procedures;

**18.2.3(b)(i)(B)** Communicate in a customer contact centre;

**18.2.3(b)(i)(C)** Work in a customer contact centre environment;

**18.2.3(b)(i)(D)** Respond to inbound customer contact;

**18.2.3(b)(i)(E)** Conduct outbound customer contact;

**18.2.3(b)(i)(F)** Use basic computer technology;

**18.2.3(b)(i)(G)** Use an enterprise information system; and

**18.2.3(b)(i)(H)** Provide quality customer service.

**18.2.3(b)(ii)** An employee at this level would also normally perform some of the following indicative tasks:

**18.2.3(b)(ii)(A)** Send and retrieve information over the Internet using browsers and email;

**18.2.3(b)(ii)(B)** Manage work priorities and professional development;

**18.2.3(b)(ii)(C)** Manage workplace relationships in a contact centre;

**18.2.3(b)(ii)(D)** Use multiple information systems;

**18.2.3(b)(ii)(E)** Manage customer relationships;

**18.2.3(b)(ii)(F)** Deploy customer service staff;

**18.2.3(b)(ii)(G)** Conduct a telemarketing campaign;

**18.2.3(b)(ii)(H)** Provide sales solutions to customers;

**18.2.3(b)(ii)(I)** Negotiate with customers on major faults;

**18.2.3(b)(ii)(J)** Resolve complex customer complaints;

**18.2.3(b)(ii)(K)** Process high risk credit applications; and

**18.2.3(b)(ii)(L)** Process complex accounts, service severance and defaults.

### **18.2.3(c) Qualifications**

An employee who holds a Certificate III in Telecommunications (Customer Contact) or equivalent would be classified at this level when employed to perform the functions in the role definition and taking into account the indicative tasks.

## **18.2.4 Principal customer contact specialist**

### **18.2.4(a) Role definition**

**18.2.4(a)(i)** A Principal customer contact specialist is employed to perform a broad range of skilled applications and provision of leadership and guidance to others in the application and planning of the skills. Such an employee shall:

**18.2.4(a)(i)(A)** receive calls;

**18.2.4(a)(i)(B)** use common call centre telephone and computer technology;

**18.2.4(a)(i)(C)** enter and retrieves data;

**18.2.4(a)(i)(D)** work in a team; and

**18.2.4(a)(i)(E)** manage their own work.

**18.2.4(a)(ii)** The employee works with a high degree of autonomy with authority to take decisions in relation to specific customer contact matters, provides leadership as a coach, mentor or senior staff member.

**18.2.4(a)(iii)** An employee at this level performs a number of functions within a customer contact operation requiring a diversity of competencies including:

**18.2.4(a)(iii)(A)** providing services to customers involving a high level of product or service knowledge, often autonomously acquired;

**18.2.4(a)(iii)(B)** using multiple technologies such as telephony, Internet services and face-to-face contact; and

**18.2.4(a)(iii)(C)** taking responsibility for the outcomes of customer contact and rectifying complex situations involving emergencies, substantial complaints and faults, disruptions or disconnection of service or customer dissatisfaction.

## **18.2.5 Customer contact team leader**

### **18.2.5(a) Role definition**

**18.2.5(a)(i)** A Customer contact team leader is employed to perform a broad range of skilled applications including evaluating and analysing current practices, developing new criteria and procedures

for performing current practices and providing leadership and guidance to others in the application and planning of the skills. Such an employee shall:

**18.2.5(a)(i)(A)** receives calls;

**18.2.5(a)(i)(B)** uses common call centre telephone and computer technology;

**18.2.5(a)(i)(C)** enters and retrieves data;

**18.2.5(a)(i)(D)** works in a team; and

**18.2.5(a)(i)(E)** manages their own work.

**18.2.5(a)(ii)** The employee works with a high degree of autonomy with authority to take decisions in relation to specific customer contact matters and provides leadership in a team leader role.

**18.2.5(a)(iii)** This employee performs a number of functions within a customer contact operation requiring a diversity of competencies including:

**18.2.5(a)(iii)(A)** providing services to customers involving a high level of product or service knowledge, often autonomously acquired;

**18.2.5(a)(iii)(B)** using multiple technologies such as telephony, Internet services and face-to-face contact; and

**18.2.5(a)(iii)(C)** taking responsibility for the outcomes of customer contact and rectifying complex situations involving emergencies, substantial complaints and faults, disruptions or disconnection of service or customer dissatisfaction.

#### **18.2.5(b) Indicative tasks**

**18.2.5(b)(i)** An employee at this level would normally perform the following indicative tasks:

**18.2.5(b)(i)(A)** Follow occupational health & safety policy and procedures;

**18.2.5(b)(i)(B)** Communicate in a customer contact centre;

**18.2.5(b)(i)(C)** Work in a customer contact centre environment;

**18.2.5(b)(i)(D)** Respond to inbound customer contact;

**18.2.5(b)(i)(E)** Conduct outbound customer contact;

**18.2.5(b)(i)(F)** Use basic computer technology;

**18.2.5(b)(i)(G)** Use an enterprise information system;

**18.2.5(b)(i)(H)** Provide quality customer service; and

**18.2.5(b)(i)(I)** Provide leadership in a contact centre.

**18.2.5(b)(ii)** An employee at this level would also normally perform some of the following indicative tasks:

**18.2.5(b)(ii)(A)** Lead operations in a contact centre;

**18.2.5(b)(ii)(B)** Monitor safety in a contact centre;

**18.2.5(b)(ii)(C)** Implement continuous improvement in a contact centre;

**18.2.5(b)(ii)(D)** Lead innovation and change in a contact centre;

**18.2.5(b)(ii)(E)** Administer customer contact telecommunications technology;

**18.2.5(b)(ii)(F)** Implement customer service strategies in a contact centre;

**18.2.5(b)(ii)(G)** Implement information systems in a contact centre;

**18.2.5(b)(ii)(H)** Acquire product or service knowledge;

**18.2.5(b)(ii)(I)** Gather, collate and record information;

**18.2.5(b)(ii)(J)** Analyse information;

**18.2.5(b)(ii)(K)** Lead teams in a contact centre; and

**18.2.5(b)(ii)(L)** Develop teams and individuals in a contact centre.

### **18.2.5(c) Qualifications**

An employee who holds a Certificate IV in Telecommunications (Customer Contact) or equivalent would be classified at this level when employed to perform the functions in the role definition and taking into account the indicative tasks.

## **18.2.6 Principal customer contact leader**

### **18.2.6(a) Role Definition**

**18.2.6(a)(i)** A Principal customer contact leader is employed in the application of a significant range of fundamental principles and complex techniques across a wide and often unpredictable variety of functions in either varied or highly specific functions. Contribution to the development of a broad plan, budget or strategy is involved and accountability and responsibility for self and others in achieving the outcomes is involved.

**18.2.6(a)(ii)** A Telecommunications customer contact leader would coordinate the work of a number of teams within a call centre environment, and would typically have a number of specialists/supervisors reporting to them.

### **18.2.6(b) Indicative tasks**

**18.2.6(b)(i)** The following tasks are indicative of those performed by an employee at this level:

**18.2.6(b)(i)(A)** Manage personal work priorities and professional development;

**18.2.6(b)(i)(B)** Provide leadership in the workplace;

**18.2.6(b)(i)(C)** Establish effective workplace relationships;

**18.2.6(b)(i)(D)** Facilitate work teams;

**18.2.6(b)(i)(E)** Manage operational plan;

**18.2.6(b)(i)(F)** Manage workplace information systems;

**18.2.6(b)(i)(G)** Manage quality customer service;

**18.2.6(b)(i)(H)** Ensure a safe workplace;

**18.2.6(b)(i)(I)** Promote continuous improvement;

**18.2.6(b)(i)(J)** Facilitate and capitalize on change and innovation; and

**18.2.6(b)(i)(K)** Develop a workplace learning environment.

### **18.2.6(c) Qualifications**

An employee who holds a Diploma - Front Line Management or equivalent would be classified at this level when employed to perform the functions in the role definition and taking into account the indicative tasks.

### **18.2.7 Interpretation**

**18.2.7(a)** The indicative tasks set out in 18.2 are aligned to the units of competency in the Information Technology and Telecommunications Industry Training Advisory Board's endorsed customer contact competency standards in the Telecommunications Training Package (ICT2002). The indicative tasks for Principal Customer Contact Leader are aligned to the units of competency in Business Services Training Australia's endorsed competency standards in the Business Services Training Package (BSB2001).

**18.2.7(b)** In the event of a dispute over the meaning of the indicative tasks the relevant standards will be used to assist interpretation.

## **18.3 Clerical and administration stream - classifications**

### **18.3.1 Clerical and administration employee level 1**

#### **18.3.1(a) Role definition**

**18.3.1(a)(i)** An employee at this level:

**18.3.1(a)(i)(A)** works under direct supervision with regular checking of progress;

**18.3.1(a)(i)(B)** applies knowledge and skills to a limited range of tasks; and

**18.3.1(a)(i)(C)** performs work within established routines, methods and procedures that are predictable and which require the exercise of limited discretion.

#### **18.3.1(b) Indicative tasks**

**18.3.1(b)(i)** The following tasks are indicative of those performed by an employee at this level:

**18.3.1(b)(i)(A)** Prepare for work;

**18.3.1(b)(i)(B)** Complete daily work activities;

**18.3.1(b)(i)(C)** Apply basic communication skills;

**18.3.1(b)(i)(D)** Plan skills development;

**18.3.1(b)(i)(E)** Use business equipment;

**18.3.1(b)(i)(F)** Follow workplace safety procedures;

**18.3.1(b)(i)(G)** Operate a personal computer;

**18.3.1(b)(i)(H)** Develop keyboard skills; and

**18.3.1(b)(i)(I)** Follow environmental work practices.

### **18.3.1(c) Qualifications**

An employee who holds a Certificate I in Business or equivalent would be classified at this level when employed to perform the functions in the role definition and taking into account the indicative tasks.

## **18.3.2 Clerical and administration employee level 2**

### **18.3.2(a) Role definition**

**18.3.2(a)(i)** An employee at this level:

**18.3.2(a)(i)(A)** works under routine supervision with intermittent checking;

**18.3.2(a)(i)(B)** applies knowledge and skills to a range of tasks; and

**18.3.2(a)(i)(C)** usually performs work within established routines, methods and procedures, which involve the exercise of some discretion and minor decision making.

### **18.3.2(b) Indicative tasks**

**18.3.2(b)(i)** The following tasks are indicative of those performed by an employee at this level:

**18.3.2(b)(i)(A)** Work effectively in a business environment;

**18.3.2(b)(i)(B)** Organise and complete daily work activities;

**18.3.2(b)(i)(C)** Communicate in the workplace;

**18.3.2(b)(i)(D)** Work effectively with others;

**18.3.2(b)(i)(E)** Use business technology;

**18.3.2(b)(i)(F)** Process and maintain workplace information;

**18.3.2(b)(i)(G)** Prepare and process financial/business documents;

**18.3.2(b)(i)(H)** Deliver a service to customers;

**18.3.2(b)(i)(I)** Provide information to clients;

**18.3.2(b)(i)(J)** Implement improved work practices;

**18.3.2(b)(i)(K)** Participate in workplace safety procedures;

**18.3.2(b)(i)(L)** Handle mail;

**18.3.2(b)(i)(M)** Produce simple word-processed documents;

**18.3.2(b)(i)(N)** Create and use simple spreadsheets; and

**18.3.2(b)(i)(O)** Participate in environmental work practices.

### **18.3.2(c) Qualifications**

An employee who holds a Certificate II in Business or equivalent would be classified at this level when employed to perform the functions in the role definition and taking into account the indicative tasks.

### **18.3.3 Clerical and administration employee level 3**

#### **18.3.3(a) Role definition**

**18.3.3(a)(i)** An employee at this level:

**18.3.3(a)(i)(A)** works under limited supervision with checking related to overall progress;

**18.3.3(a)(i)(B)** may be responsible for the work of others and may be required to co-ordinate such work;

**18.3.3(a)(i)(C)** applies knowledge with depth in some areas and a broad range of skills; and

**18.3.3(a)(i)(D)** performs work within routines, methods and procedures where some discretion and judgment is required.

#### **18.3.3(b) Indicative tasks**

**18.3.3(b)(i)** The following tasks are indicative of those performed by an employee at this level:

**18.3.3(b)(i)(A)** Exercise initiative in a business environment;

**18.3.3(b)(i)(B)** Organise personal work priorities and development;

**18.3.3(b)(i)(C)** Contribute to effective workplace relationships;

**18.3.3(b)(i)(D)** Contribute to personal skill development and learning;

**18.3.3(b)(i)(E)** Organise workplace information;

**18.3.3(b)(i)(F)** Produce business documents;

**18.3.3(b)(i)(G)** Maintain business resources;

**18.3.3(b)(i)(H)** Maintain financial records;

- 18.3.3(b)(i)(I)** Recommend products and services;
- 18.3.3(b)(i)(J)** Deliver and monitor a service to customers;
- 18.3.3(b)(i)(K)** Maintain workplace safety;
- 18.3.3(b)(i)(L)** Support innovation and change;
- 18.3.3(b)(i)(M)** Maintain environmental procedures;
- 18.3.3(b)(i)(N)** Produce texts from shorthand notes;
- 18.3.3(b)(i)(O)** Produce texts from notes;
- 18.3.3(b)(i)(P)** Produce texts from audio transcription;
- 18.3.3(b)(i)(Q)** Design and develop text documents;
- 18.3.3(b)(i)(R)** Create and use databases;
- 18.3.3(b)(i)(S)** Create electronic presentations;
- 18.3.3(b)(i)(T)** Organise schedules;
- 18.3.3(b)(i)(U)** Process payroll;
- 18.3.3(b)(i)(V)** Process accounts payable and receivable;
- 18.3.3(b)(i)(W)** Maintain a general ledger;
- 18.3.3(b)(i)(X)** Support leadership in the workplace;
- 18.3.3(b)(i)(Y)** Participate in work teams;
- 18.3.3(b)(i)(Z)** Support operational plans;
- 18.3.3(b)(i)(AA)** Provide workplace information and resourcing plans;
- 18.3.3(b)(i)(AB)** Support continuous improvement systems and processes;
- 18.3.3(b)(i)(AC)** Deliver and monitor a service to customers; and
- 18.3.3(b)(i)(AD)** Support a workplace learning environment.

### **18.3.3(c) Qualifications**

An employee who holds a Certificate III in Business or equivalent would be classified at this level when employed to perform the functions in the role definition and taking into account the indicative tasks.

## **18.3.4 Clerical and administration employee level 4**

### **18.3.4(a) Role definition**

**18.3.4(a)(i)** An employee at this level:

**18.3.4(a)(i)(A)** works without supervision, with general guidance on progress and outcomes sought;

**18.3.4(a)(i)(B)** may be responsible for the organisation of the work of others;

**18.3.4(a)(i)(C)** applies knowledge with depth in some areas and a broad range of skills;

**18.3.4(a)(i)(D)** performs a wide range of tasks, and the range and choice of actions required will usually be complex; and

**18.3.4(a)(i)(E)** performs work within routines, methods and procedures where discretion and judgment is required, for both self and others.

**18.3.4(b) Indicative tasks**

**18.3.4(b)(i)** The following tasks are indicative of those performed by an employee at this level:

**18.3.4(b)(i)(A)** Develop work priorities;

**18.3.4(b)(i)(B)** Establish business networks;

**18.3.4(b)(i)(C)** Develop teams and individuals;

**18.3.4(b)(i)(D)** Analyse and present research information;

**18.3.4(b)(i)(E)** Maintain business technology;

**18.3.4(b)(i)(F)** Coordinate business resources;

**18.3.4(b)(i)(G)** Report on financial activity;

**18.3.4(b)(i)(H)** Promote products and services;

**18.3.4(b)(i)(I)** Coordinate implementation of customer service strategies;

**18.3.4(b)(i)(J)** Monitor a safe workplace;

**18.3.4(b)(i)(K)** Promote innovation and change;

**18.3.4(b)(i)(L)** Implement and monitor environmental policies;

**18.3.4(b)(i)(M)** Show leadership in the workplace;

**18.3.4(b)(i)(N)** Manage effective workplace relationships;

**18.3.4(b)(i)(O)** Lead work teams;

**18.3.4(b)(i)(P)** Implement operational plan;

**18.3.4(b)(i)(Q)** Implement workplace information system;

**18.3.4(b)(i)(R)** Implement continuous improvement;

**18.3.4(b)(i)(S)** Develop teams and individuals;

**18.3.4(b)(i)(T)** Produce complex texts from shorthand notes;

**18.3.4(b)(i)(U)** Produce complex business documents;

**18.3.4(b)(i)(V)** Develop and use complex databases;

**18.3.4(b)(i)(W)** Develop and use complex spreadsheets;

**18.3.4(b)(i)(X)** Organise meetings;

**18.3.4(b)(i)(Y)** Organise business travel;

**18.3.4(b)(i)(Z)** Administer projects; and

**18.3.4(b)(i)(AA)** Prepare financial reports.

### **18.3.4(b) Qualifications**

An employee who holds a Certificate IV in Business or equivalent would be classified at this level when employed to perform the functions in the role definition and taking into account the indicative tasks.

### **18.3.5 Clerical and administration employee level 5**

#### **18.3.5(a) Role definition**

**18.3.5(a)(i)** An employee at this level:

**18.3.5(a)(i)(A)** may be responsible for the planning and management of the work of others;

**18.3.5(a)(i)(B)** applies knowledge with substantial depth in some areas, and a range of skills which may be varied or highly specific;

**18.3.5(a)(i)(C)** applies knowledge and skills independently and non-routinely; and

**18.3.5(a)(i)(D)** exercises considerable judgment and initiative .

#### **18.3.5(b) Indicative tasks**

**18.3.5(b)(i)** The following tasks are indicative of those performed by an employee at this level:

**18.3.5(b)(i)(A)** Manage personal work priorities and professional development;

**18.3.5(b)(i)(B)** Provide leadership in the workplace;

**18.3.5(b)(i)(C)** Establish effective workplace relationships;

**18.3.5(b)(i)(D)** Facilitate work teams;

**18.3.5(b)(i)(E)** Manage operational plan;

**18.3.5(b)(i)(F)** Manage workplace information systems;

**18.3.5(b)(i)(G)** Manage quality customer service;

**18.3.5(b)(i)(H)** Ensure a safe workplace;

**18.3.5(b)(i)(I)** Promote continuous improvement;

**18.3.5(b)(i)(J)** Facilitate and capitalize on change and innovation;

**18.3.5(b)(i)(K)** Develop a workplace learning environment;

**18.3.5(b)(i)(L)** Manage the establishment and maintenance of a workgroup network;

**18.3.5(b)(i)(M)** Manage meetings;

**18.3.5(b)(i)(N)** Plan or review administration systems;

**18.3.5(b)(i)(O)** Manage payroll; and

**18.3.5(b)(i)(P)** Manage business document design and development.

### **18.3.4(c) Qualifications**

An employee who holds a Diploma which is recognized within the Business Services Training Package or equivalent would be classified at this level when employed to perform the functions in the role definition and taking into account the indicative tasks.

### **18.3.5 Interpretation**

The indicative tasks set out in 18.3 are aligned to the units of competency in Business Services Training Australia's endorsed competency standards in the Business Services Training Package (BSB2001). In the event of a dispute over the meaning of the indicative tasks the relevant standards will be used to assist interpretation.

## **18.4 Contract call centre industry technical associate**

### **18.4.1 Role definition**

**18.4.1(a)** A Contract call centre industry technical associate performs work involving the application of a significant range of fundamental principles and complex techniques across a wide and often unpredictable variety of contexts in relation to either varied or highly specific functions. Contribution to the development of a broad plan, budget or strategy is involved and accountability and responsibility for self and others in achieving the outcomes is involved.

**18.4.1(b)** An employee in this role is involved in:

**18.4.1(b)(i)** Design, installation and management of telecommunications computer equipment and systems

**18.4.1(b)(ii)** Design, installation and management of data communications equipment.

**18.4.1(c)** This role includes assessing installation requirements, designing systems, planning and performing installations, testing installed equipment and fault finding. It involves a high degree of autonomy and may include some supervision of others.

### **18.4.2 Indicative tasks**

**18.4.2(a)** The following tasks are indicative of those performed by an employee at this level:

**18.4.2(a)(i)** Undertake qualification testing of new or enhanced equipment and systems;

**18.4.2(a)(ii)** Undertake system administration;

**18.4.2(a)(iii)** Undertake network traffic management;

**18.4.2(a)(iv)** Undertake network performance analysis;

**18.4.2(a)(v)** Create code for applicants; and

**18.4.2(a)(vi)** Prepare a detailed design for a communication network

### **18.4.3 Qualifications**

An employee who holds a Advanced Diploma in Telecommunications Computer Systems or equivalent would be classified at this level when employed to perform the functions in the role definition and taking into account the indicative tasks.

### **18.4.4 Interpretation**

The indicative tasks set out in 18.4 are aligned to the units of competency in the Information Technology and Telecommunications Industry Training Advisory Board's endorsed competency standards in the Telecommunications Training Package (ICT2002). In the event of a dispute over the meaning of the indicative tasks the relevant standards will be used to assist interpretation.

## **18.5 Salaries**

### **18.5.1 Adult employees**

[18.5.1 substituted by PR948741; PR959595 ppc 15Jul05]

Adult employees, other than those specified in 18.5.3, shall be entitled to receive the salary for the relevant classification as set out in the table below:

#### **Classification Rate per week**

\$

Customer Contact Trainee

Clerical & Administration Officer Level 1 523.60

Customer Contact Officer 1

Clerical & Administration Officer Level 2 544.50

Customer Contact Officer 2

Clerical & Administration Officer Level 3 578.20

Principal Customer Contact Specialist 619.90

Customer Contact Team Leader

Clerical & Administration Officer Level 4 638.80

Principal Customer Contact Leader

Clerical & Administration Officer Level 5 701.40

### **18.5.2 Junior employees**

The minimum wage rates for junior employees shall be the undermentioned percentages of the appropriate adult wage rates prescribed in 18.5.1 hereof.

#### **Age Percentage of adult salary**

15 years 50%

16 years 60%

17 years 70%

18 years and over 100%

### **18.5.3 Trainee rates**

Trainees engaged under the terms of the National Training Wage Award 2000 [AW790899CR PR904174], as amended, shall be paid the appropriate rate of pay set out in that award.

### **18.6 Arbitrated safety net adjustment**

[18.6 substituted by PR948741; PR959595 ppc 15Jul05]

**18.6.1** The rates of pay in this award include the arbitrated safety net adjustment payable under the *Safety Net Review - Wages June 2005* decision [PR002005]. This arbitrated safety net adjustment may be offset against any equivalent amount in rates of pay received by employees whose wages and conditions of employment are regulated by this award which are above the wage rates prescribed in the award. Such above-award payments include wages payable pursuant to certified agreements, currently operating enterprise flexibility agreements, Australian workplace agreements, award variations to give effect to enterprise agreements and overaward arrangements. Absorption which is contrary to the terms of an agreement is not required.

**18.6.2** Increases made under previous National Wage Case principles or under the current Statement of Principles, excepting those resulting from enterprise agreements, are not to be used to offset arbitrated safety net adjustments.

## **19. MIXED FUNCTIONS**

Where an employee is required to perform the work at a classification higher than his or her appointed role for a continuous period of one ordinary rostered day or shift or more, that employee will be paid the appropriate rate in the higher classification range for the period worked.

## **20. PAYMENT OF WAGES**

### **20.1 Period and method of payment**

**20.1.1** At the election of the employer, wages may be paid weekly or fortnightly.

**20.1.2** Notwithstanding anything in this clause, if there is an existing practice in place as at 1 September 2003 then an employer is permitted to continue with this practice.

**20.1.3** Wages shall be paid either according to the average number of ordinary hours worked per pay period or according to the actual ordinary hours worked each pay period.

**20.1.4** Wages shall be paid by cash, cheque or to the credit of the employee's account in a bank or other

recognised financial institution.

**20.1.5** Where the pay day falls on a public holiday, employees shall be paid on the working day prior to the normal pay day.

### **20.1.6 Flexibility in relation to pay periods**

**20.1.6(a)** An employer may pay wages four weekly or monthly subject to agreement between the employer and the majority of the employees concerned in the workplace or relevant section/s. Agreement in this respect may also be reached between an employer and an individual employee.

**20.1.6(b)** Where an agreement is reached by the majority of employees it shall apply to all the employees in the workplace or section/s to which the agreement applies. This does not in any way restrict the application of individual agreement.

## **21. ALLOWANCES**

The allowances in clause 21 do not apply for all purposes of the award unless specifically stated.

### **21.1 Motor allowance**

[21.1 varied by PR959595 ppc 15Jul05]

An employee who is required on a casual basis to use the employee's motor vehicle to carry out the employer's business shall be paid a mileage allowance of 48 cents per kilometre.

### **21.2 First aid allowance**

[21.2 varied by PR948741; PR959595 ppc 15Jul05]

An employee who has been trained to render first aid and who is the current holder of appropriate first aid qualifications such as a certificate from the St. John's Ambulance or similar body shall be paid a weekly allowance of \$11.20 if appointed by their employer to perform first aid duty.

### **21.3 Telephone allowance**

**21.3.1** Where an employee does not have a telephone, modem or broadband connection and, at the written request of the employer, the employee is required to have such equipment, the employer shall reimburse the cost of purchase, installation and rental.

**21.3.2** Where an employee makes telephone calls in connection with the business on their private telephone at the direction of the employer, the employer shall reimburse the cost of such calls. Provided that, the employer may request details of all such calls claimed by the employee.

### **21.4 Meal allowance**

[21.4 varied by PR948741; PR959595 ppc 15Jul05]

**21.4.1** An employee is entitled to a meal allowance of \$9.40 on each occasion that the employee is entitled to a rest break in accordance with 24.4 except in the following circumstances:

**21.4.1(a)** if the employee was notified no later than the previous day or previous rostered shift that they would be required to work such overtime; or

**21.4.1(b)** if the employee lives in the same locality in the enterprise and could reasonably return home

for meals.

**21.4.2** If an employee has provided a meal or meals on the basis that he or she has been given notice to work overtime and the employee is not required to work overtime or is required to do less than the amount advised, he or she shall be paid the prescribed meal allowance for the meal or meals which he or she has provided but which are surplus.

## **21.5 Transfers, travelling and working away from usual place of work**

### **21.5.1 Distant work/travelling time payment**

**25.5.1(a)** All reasonable out of pocket expenses incurred in connection with the employer's business authorised by the employer and properly paid by the employee, shall be reimbursed by the employer.

**21.5.1(b)** Except as elsewhere provided in this award, an employee directed by the employer to travel in the employee's own time to transact company business shall be paid travelling time and all expenses incurred whilst so travelling in accordance with 21.5.2. Further, an employee sent by his or her employer from their usual locality to another and required to remain away from their usual abode will be paid expenses while so absent from their usual locality.

**21.5.1(c)** An employee is not entitled to be paid for travelling in the employee's accustomed workplace or territory. In circumstances where an employee is required to work away from the accustomed workplace or territory and travels in the employee's own time to reach such place, the employee shall be entitled to be paid for the time reasonably spent in travelling to such place in excess of that which would be spent travelling from home to the accustomed workplace or boundary of the accustomed territory.

### **21.5.2 Payment for travelling**

**21.5.2(a)** The amount of pay for an employee travelling outside of ordinary hours shall be their ordinary rate of pay. Agreement may be reached between an employer and an individual employee on time off being taken in lieu of payment for travelling at a time or times agreed with the employer. Travelling time taken as time off shall be on the basis of one hour off for each hour travelled outside of ordinary hours.

**21.5.2(b)** The maximum travelling time to be paid shall be 12 hours out of every 24 hours, or where a sleeping berth is provided by the employer for all-night travel, eight hours out of every 24.

### **21.5.3 Expenses**

Expenses for the purposes of 21.5.1(b) shall mean:

**21.5.3(a)** All fares reasonably incurred at the following standard:

**21.5.3(a)(i) Rail:** first class (including the provision of a sleeping berth where available for all night travel).

**21.5.3(a)(ii) Air:** economy class for all journeys.

[21.5.3(b) varied by PR948741; PR959595 ppc 15Jul05]

**21.5.3(b)** Reasonable expenses incurred while travelling including \$9.10 for each meal taken (except where the cost of the meal is included in the fare).

**21.5.3(c)** Reimbursement of the cost incurred for lodging of at least reasonable hotel/motel standard.

### **21.5.4 Relocation expenses**

**21.5.4(a)** Where an employee is transferred to another location or another state, the cost of removal expenses reasonably incurred shall be borne and paid for by the employer, provided that an employee who is transferred at the employee's own request may be required to pay their own expenses.

**21.5.4(b)** Where such employee is directed by the employer to another locality for employment which can be reasonably regarded as permanent and involving a change in residence and where the employee is in the process of buying a place of residence in that new location the employee shall be provided with suitable accommodation for a period not exceeding six weeks. Provided that in cases where such employees can show to the satisfaction of the employer that the employee has taken all reasonable steps to obtain a place of residence of a similar nature and standard to that which the employee previously enjoyed and without success, then the abovementioned period may be extended to a period not exceeding three months.

**21.5.4(c)** Where an employee is not in the process of buying a place of residence, the employer shall provide suitable accommodation for a period not exceeding four weeks.

**21.5.4(d)** The provisions of 21.5.4(a) and 21.5.4(b) shall cease to apply immediately the employee assumes a new place of residence or when the purchase has been completed, whichever is sooner.

**21.5.4(e)** For the purposes of this clause, accommodation shall be limited to the provision of suitable housing.

## **21.6 Safe Travel Allowance**

**21.6.1** When an employee, after having worked overtime or a shift for which he or she has not been regularly rostered, finishes work at a time when reasonable means of transport are not available, the employer shall provide the employee with transport home, or pay him or her their current wage for the time reasonably spent in reaching home.

**21.6.2** The provisions of 21.6.1 do not apply if:

**21.6.2(a)** reasonable means of transport are available to the employee; or

**21.6.2(b)** where the employee was notified no later than the previous day or previous rostered shift that they would be required to work overtime or a shift for which he or she has not been regularly rostered and the employee has made or could have made reasonable transport arrangements.

## **PART 6 - HOURS OF WORK, BREAKS, OVERTIME, SHIFT WORK, WEEKEND WORK**

### **22. HOURS OF WORK**

**22.1** The ordinary hours of work are to be an average of 38 per week.

**22.2** Except as provided for in 22.6.2(a)(ii) and 22.7.7(a)(i) an employee shall not be required to work more than ten ordinary hours per day.

**22.3** Except as provided for in 22.6.2(a)(iii) and 22.7.7(a)(ii), the ordinary hours of an employee must not exceed 152 hours in 28 consecutive days.

#### **22.4 Method of arranging ordinary hours**

The method of arranging ordinary hours may be:

**22.4.1** By employees working a constant number of ordinary hours each day; or

**22.4.2** By fixing one day a week on which employees work a lesser number of hours; or

**22.4.3** By fixing one or more days on which all employees will be off during a particular work cycle; or

**22.4.4** By rostering employees off on various days of the week during a particular work cycle so that each employee has one or more days off during that cycle.

## **22.5 Alteration to hours of work**

Subject to the employer's right to fix the daily hours for day work within the spread of hours referred to in 22.6 and the right to require employees to work shifts on existing rosters, ordinary hours once determined may be altered:

**22.5.1** By the employer giving one week's notice of the requirement to change the arrangement of hours or the shift roster.

**22.5.2** By the employer giving 48 hours' notice to the employee in the case of an emergency;

**22.5.3** By mutual agreement between the employees concerned and their employer; or

**22.5.4** At the discretion of the employer, employees may be permitted to exchange shifts or days off to perform duty for another employee. In such circumstances the employer is not required to make any additional payment.

**22.5.5** Provided where an employee receives notice under 22.5.1 or 22.5.2 and he or she raises significant concerns about the alteration of their hours of work due to their personal or family circumstances, the employer shall consult with the employee about such concerns.

## **22.6 Provisions applicable only to day work**

**22.6.1** Except as provided for in 22.6.2(a)(i) and 22.6.3(a), the ordinary hours of work for day work shall be worked between the following spread of hours:

**22.6.1(a)** Monday to Friday - 7.00 am. to 7.00 pm;

**22.6.1(b)** Saturday – midnight on Friday and midnight on Saturday.

### **22.6.2 Flexibility in relation to day work hours**

**22.6.2(a)** The following forms of flexibility may be implemented in respect of all employees in a workplace or section(s) thereof, subject to agreement between the employer and the majority of the employees concerned in the workplace or relevant section(s). Agreement in this respect may also be reached between the employer and an individual employee:

**22.6.2(a)(i)** The spread of hours in 22.6.1(a) and 22.6.1(b) may be altered by up to one hour at one or both ends of the daily spread;

**22.6.2(a)(ii)** In excess of 10 hours and up to 12 hours of ordinary time may be worked per day. The implementation of 12 hour days is subject to the provisions of 22.12.

**22.6.2(a)(iii)** A roster may operate on the basis that the weekly average of 38 ordinary hours is worked

over a period which exceeds 28 consecutive days but does not exceed 12 months.

**22.6.2(b)** Where an agreement is reached by the majority of employees it shall apply to all the employees in the workplace or section(s) to which the agreement applies. This does not in any way restrict the application of an individual agreement.

**22.6.2(c)** Where an agreement is reached in accordance with 22.6.2(b), the agreement shall be recorded in the time and wages records.

### **22.6.3 Flexibility in relation to day work on Sunday**

**22.6.3(a)** By agreement between an individual employee and the employer, the days on which ordinary hours are worked may include Sunday between 7.00 am and 7.00 pm, subject to the penalty in 22.8.

**22.6.3(b)** Where an agreement is reached in accordance with 22.6.3(a), the agreement shall be recorded in the time and wages records.

**22.6.4** The provisions of 22.6.3 are not applicable to employees who work day work as part of a rotating roster which incorporates a cycle of day work, afternoon shifts and/or night shifts. In such circumstances, the ordinary hours of work shall be worked at the discretion of the employer on any days of the week, Monday to Sunday, subject to 22.5 and the penalty in 22.8.

**22.6.5** Any work performed outside the spread of hours is to be paid at overtime rates. However, any work performed by an employee prior to the spread of hours which is continuous with ordinary hours is to be regarded as part of the 38 ordinary hours of work.

### **22.7 Provisions applicable only to afternoon or night shifts**

**22.7.1** The provisions of 22.7 apply only to time worked on afternoon and night shifts and do not apply to time worked during the day.

**22.7.2** The ordinary hours of work for afternoon and night shift workers shall be worked at the discretion of the employer on any days of the week, Monday to Sunday, subject to 22.5 and the penalty in 22.8.

**22.7.3** For the purposes of this award:

**22.7.3(a)** Subject to 22.6.2(a)(i), **afternoon shift** means any shift finishing after 7.00 pm and at or before midnight.

**22.7.3(b)** **Night shift** means any shift finishing subsequent to midnight and at or before 9.00 am.

**22.7.4** Employees on an afternoon shift are entitled to a penalty of 15%.

**22.7.5** Except as provided for in 22.7.6, employees on a night shift are entitled to a penalty of 15%.

**22.7.6** An employee who:

**22.7.6(a)** during a period of engagement on shift, works night shift only; or

**22.7.6(b)** remains on night shift for a longer period than four consecutive weeks; or

**22.7.6(c)** works on a night shift which does not rotate or alternate with afternoon shift or with day work so as to give the employee at least one third of the working time off night shift in each shift cycle;

is entitled to a loading of 30% for time worked on such night shift. This loading is in substitution for and not cumulative upon the night shift loading prescribed in 22.7.5.

### **22.7.7 Flexibility in relation to shift work hours**

**22.7.7(a)** The following forms of flexibility may be implemented in respect of all employees in a workplace or section(s) thereof, subject to agreement between the employer and the majority of the employees concerned in the workplace or relevant section(s). Agreement in this respect may also be reached between the employer and an individual employee:

**22.7.7(a)(i)** In excess of 10 hours and up to 12 hours of ordinary time may be worked per shift. The implementation of 12 hour shifts is subject to the provisions of 22.12.

**22.7.7(a)(ii)** A roster may operate on the basis that the weekly average of 38 ordinary hours is worked over a period which exceeds 28 consecutive days but does not exceed 12 months.

**22.7.7(b)** Where an agreement is reached by the majority of employees it shall apply to all the employees in the workplace or section(s) to which the agreement applies. This does not in any way restrict the application of an individual agreement.

**22.7.7(c)** Where an agreement is reached in accordance with 22.7.7(a), the agreement shall be recorded in the time and wages records.

### **22.8 Weekend penalty rate**

**22.8.1** Employees are entitled to a rate of time and a quarter for ordinary time worked between midnight on Friday and midnight on Saturday.

**22.8.2** Employees are entitled to a rate of time and one half for ordinary time worked between midnight on Saturday and midnight on Sunday.

**22.8.3** The rates in 22.8.1 and 22.8.2 are in substitution for and not cumulative upon the afternoon and night shift loadings prescribed in 22.7.4, 22.7.5 and 22.7.6.

**22.9** The loadings in 22.8 are not payable for periods of overtime or for time worked on public holidays.

### **22.10 Daylight saving**

For work performed which spans the time of introduction or cessation of a system of daylight saving as prescribed by relevant State legislation, an employee shall be paid according to adjusted time (i.e. the time on the clock at the beginning of work and the time on the clock, at the end of work).

### **22.11 Make-up time**

**22.11.1** An employee may elect, with the consent of their employer, to work **make-up time** under which the employee takes time off during ordinary hours and works those hours at a later time during the spread of ordinary hours provided in this award.

**22.11.2** An employee on shift work may elect, with the consent of their employer, to work **make-up time** under which the employee takes time off during ordinary hours and works those hours at a later time at the shift work rate which would have been applicable to the hours taken off.

### **22.12 Twelve hour days or shifts**

**22.12.1** Implementation of twelve hour days or shifts is subject to the following:

**22.12.1(a)** Proper health monitoring procedures being introduced;

**22.12.1(b)** Suitable roster arrangements being made;

**22.12.1(c)** Proper supervision being provided;

**22.12.1(d)** Adequate breaks being provided, including at least one paid meal break per day or shift of at least 20 minutes duration; and

**22.12.1(e)** An adequate trial or review process being implemented.

## **23. MEAL BREAKS**

**23.1** Except as provided for in 23.2 and 22.12, where practicable, an employee shall not be required to work for more than five hours without a break for a meal which for day workers, afternoon shift workers and night shift workers shall be unpaid and for a period of not less than 30 minutes and not more than 60 minutes.

### **23.2 Flexibility in relation to meal breaks**

**23.2.1** The following forms of flexibility may be implemented in respect of all employees in a workplace or section(s) thereof, subject to agreement between the employer and the majority of the employees concerned in the workplace or relevant section(s). Agreement in this respect may also be reached between the employer and an individual employee:

**23.2.1(a)** Employees may work in excess of five hours but not more than six hours without a meal break.

**23.2.2** Where an agreement is reached by the majority of employees it shall apply to all the employees in the workplace or section(s) to which the agreement applies. This does not in any way restrict the application of an individual agreement.

**23.3** An employee directed by the employer to work in excess of five hours without a meal (or such period as extended in accordance with 23.2.1) shall be paid at the rate of time and one half for the meal period and the employee shall be permitted to have the employee's usual meal period without deduction from the employee's wage as soon as possible after the prescribed meal period.

**23.4** This clause shall not operate outside an employee's ordinary working hours. Rest breaks during overtime are prescribed in clause 24 - Overtime.

## **24. OVERTIME**

### **24.1 Overtime rates**

**24.1.1** Except as provided for in 12.4 and 12.5, for all work done in excess of ordinary hours an employee shall be paid at the rate of time and one half for the first three hours and double time thereafter.

**24.1.2** In computing overtime, each days work shall stand alone.

**24.1.3** Provided that employees who are late starting or are absent for part of their ordinary hours on unpaid leave shall complete their ordinary hours for that day prior to the entitlement to overtime.

## **24.2 Reasonable overtime**

**24.2.1** Subject to 24.2.2, an employer may require an employee to work reasonable overtime at overtime rates.

**24.2.2** An employee may refuse to work overtime in circumstances where the working of such overtime would result in the employee working hours which are unreasonable having regard to:

**24.2.2(a)** any risk to employee health and safety;

**24.2.2(b)** the employee's personal circumstances including any family responsibilities;

**24.2.2(c)** the needs of the workplace or enterprise;

**24.2.2(d)** the notice (if any) given by the employer of the overtime and by the employee of his or her intention to refuse it; and

**24.2.2(e)** any other relevant matter.

## **24.3 Minimum payment**

**24.3.1** An employee required to work overtime on a Saturday or Sunday shall be paid for a minimum of three hours at the appropriate rate except where such overtime is worked prior to or at the conclusion of ordinary hours of work.

**24.3.2** In such circumstances, the employee shall receive payment at the rate prescribed in 24.1 for the actual time worked.

## **24.4 Rest break during overtime**

An employee working overtime shall be allowed a rest break of twenty minutes without deduction of pay after each four hours of overtime if the employee continues to work after such rest break.

## **24.5 Rest period after overtime**

**24.5.1** When overtime work is necessary it shall wherever reasonably practicable, be so arranged that employees have at least ten consecutive hours off duty between the work of successive days.

**24.5.2** An employee (other than a casual employee), who works so much overtime between the termination of the ordinary work on one day and the commencement of the ordinary work on the next day that the employee not had at least ten consecutive hours off duty between those times shall, subject to this subclause, be released after completion of such overtime until the employee had ten consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

**24.5.3** If on the instructions of the employer an employee resumes or continues work without having had such ten consecutive hours off duty, the employee shall be paid at the rate of time and one half for the first three hours and double time thereafter until released from duty for such period and then is entitled to be absent until the employee has had ten consecutive hours off duty without loss of pay.

**24.5.4** The provisions of 24.5 shall not apply to call backs or in circumstances where an employee provides service or support over the telephone or via remote access arrangements where the time worked is less than three hours during the call back or each call back. Provided that where the total number of hours worked on more than one call back is four hours or more then the provisions of 24.5.2 and 24.5.3 shall apply.

## **24.6 Time off in lieu of payment for overtime**

**24.6.1** An employee may choose with the consent of the employer to take time off instead of payment for overtime at a time or times agreed by the employer. This agreement must be in writing. The employee must take the time off within four weeks of working the overtime.

**24.6.2** If the employee takes time off instead of payment for overtime then the amount of time off during ordinary hours will be taken at the ordinary time rate, that is an hour for each hour worked.

**24.6.3** If requested by an employee, an employer must within one week of receiving a request pay the employee for any overtime worked. The employee must be paid at overtime rates.

## **24.7 Call back**

**24.7.1** An employee recalled to work overtime after leaving work shall be paid a minimum of three hours at the appropriate overtime rate for each time recalled, except where the overtime is continuous (subject to a meal break) with the commencement or completion of ordinary hours.

**24.7.2** Provided that, the employee shall not be required to work the full three hours if the job(s) recalled to perform are completed within a shorter period.

**24.7.3** Notwithstanding the above, where an employee has completed the call back and left work and is recalled within the three hour minimum period for that call back, the balance of the three hours minimum period for that call back shall be cancelled and the employee shall only be paid up to the commencement of the next call back. The employee will then be entitled to be paid for a minimum of three hours for the next call back.

**24.7.4** The provisions of this clause shall not apply in circumstances where an employee provides service or support over the telephone or via remote access arrangements.

**24.7.5** Overtime worked in circumstances specified in this clause shall not be regarded as overtime for the purposes of 24.5 where the time worked is less than three hours during the call back or each call back. Provided that where the total number of hours worked on more than one call back is four hours or more then the provisions of 24.5.2 and 24.5.3 shall apply.

## **24.8 Remote service/support**

**24.8.1** An employee required to work overtime providing service or support over the telephone or via remote access arrangements shall be paid for each occasion that such work is carried out:

**24.8.1(a)** for a minimum of half an hour at the appropriate overtime rate where such work commences between 5.00 a.m. and up to 10.00 p.m.; or

**24.8.1(b)** for a minimum of one hour at the appropriate overtime rate where such work commences after 10.00 p.m. and up to midnight; or

**24.8.1(c)** for a minimum of one and one half hours at the appropriate overtime rate where such work commences after midnight and before 5.00 a.m.;

except where the overtime is continuous (subject to a meal break) with the commencement or completion of ordinary hours.

**24.8.2** Provided that, the employee shall not be required to work the full half an hour or one hour or one

and one half hours as the case may be if the work which the employer requires to be performed is completed within a shorter period.

**24.8.3** Notwithstanding the above, where an employee has completed the job and finished work and is required to perform further work within the half hour, one hour or one and a half hour minimum period for that job, the balance of the minimum period for that job shall be cancelled and the employee shall only be paid up to the commencement of the next work period. The employee will then be entitled to be paid for a minimum of half hour, one hour or one and a half hours as the case may be for the next work period.

**24.8.4** Overtime worked in circumstances specified in this clause shall not be regarded as overtime for the purposes of 24.5 where the time worked is less than three hours during the work period or each work period. Provided that where the total number of hours worked on more than work period is four hours or more then the provisions of 24.5.2 and 24.5.3 shall apply.

**24.8.5** Overtime worked in circumstances specified in this clause shall not be regarded as overtime for the purposes of 24.7.

## **24.9 Stand-by**

**24.9.1** An employee who is required to remain in readiness for a return to work outside their normal working hours shall be paid an allowance of 20% of the hourly rate for their classification for each hour they are required to stand-by.

**24.9.2** While receiving the appropriate overtime rate, the stand-by allowance shall not be paid.

## **24.10 Rates not cumulative**

The rates prescribed in this clause are in substitution for and not cumulative upon the loadings prescribed in clause 22 - Hours of work and clause 29 - Public holidays.

# **PART 7 - TYPES OF LEAVE AND PUBLIC HOLIDAYS**

## **25. ANNUAL LEAVE**

### **25.1 Period of leave**

**25.1.1** Full-time employees are entitled to 28 consecutive days annual leave including non-working days (that is, four weeks) for each year of continuous employment. Part-employees are entitled to a pro rata entitlement.

**25.1.2** In addition to the leave in 25.1.1, afternoon and night shift workers who are rostered to regularly work ordinary hours of work on Sundays and Public Holidays are eligible for an additional seven consecutive days annual leave including non-working days. Where an employee with 12 months continuous service is engaged for part of the 12 month period as a seven day shift worker he or she is entitled to a pro rata amount of additional leave.

### **25.2 Conversion of period of leave to hourly entitlement**

An employer may convert the entitlements in 25.1 to an hourly entitlement for administrative ease (e.g. 152 hours rather than four weeks for an employee working a 38 hour week).

### **25.3 No payment in lieu**

No payment shall be made by an employer or accepted by an employee, in lieu of the annual leave entitlement provided in 25.1 or 25.2, except on termination.

## **25.4 Taking of annual leave**

**25.4.1** Annual leave shall be taken in a manner that is agreed to between the employer and the employee. Leave can be broken up into any number of periods.

**25.4.2** Where agreement cannot be reached pursuant to 25.4.1, the employer shall advise the employee of the date and amount of annual leave to be taken by giving the employee not less than four weeks notice of such requirement.

**25.4.3** The annual leave entitlement in 25.1 and 25.2 shall be taken within twelve months of becoming due. This period may be extended by agreement between the employer and employee.

## **25.5 Public holidays falling in a period of leave**

**25.5.1** If any public holiday prescribed by clause 29 - Public holidays falls within an employee's period of annual leave and is observed on a day which in the case of that employee would have been an ordinary working day, there must be added to the period of annual leave, time equivalent to the ordinary time which the employee would have worked if the day had not been a holiday.

**25.5.2** Where a holiday or holidays falls in a period of annual leave and the employee fails, without reasonable cause, to attend for work at the employee's ordinary starting time on the working day immediately following the last day of the period of annual leave, the employee shall not be entitled to be paid for the holiday or holidays.

## **25.6 Calculation of service**

**25.6.1** Employees shall not be eligible to accrue annual leave during any period of approved unpaid leave of absence exceeding one week except where such leave is in respect of unpaid sick leave.

**25.6.2** In a twelve month period, up to 76 hours of unpaid sick leave shall be counted as time worked for the purposes of annual leave accruals.

**25.6.3** Where a business is transmitted from one employer to another, as set out in 17.7, the period of continuous service that the employee had with the transmittor or any prior transmittor shall be deemed to be service with the transmittor and taken into account when calculating annual leave. However, an employee shall not be entitled to leave or payment in lieu for any period in respect of which leave has been taken or paid for.

## **25.7 Leave before due date**

**25.7.1** By agreement between the employer and the employee, annual leave may be taken in advance of the due date.

**25.7.2** Where an employee granted annual leave in advance leaves or is discharged by the employer, the employer shall have the right to recover from any monies due to the employee, a sum equal to the annual leave granted in advance less any amounts subsequently accrued.

## **25.8 Payment for period of leave**

**25.8.1** Each employee prior to commencing a period of annual leave or close down shall be paid a sum equal to the salary/wages the employee would have received in respect of the ordinary time the

employee would have worked had the employee not been on leave.

**25.8.2** In addition to the payments specified in 25.8.1, employees shall be paid an annual leave loading of 17.5%.

Provided that where an employee would have received loadings, in accordance with clause 22 - Hours of work, had the employee not been on leave during the relevant period and such loadings would have entitled the employee to a greater amount than the loading of 17.5%, then the employee shall be paid such greater amount in lieu of the 17.5% loading.

**25.8.3** The annual leave loading is only payable on annual leave due. It is not payable on pro rata annual leave on termination.

## **25.9 Termination**

**25.9.1** Where a full-time or part-time employee with one or more weeks continuous service leaves the service of their employer for any reason other than serious and wilful misconduct, the employee shall be entitled to payment for pro rata annual leave at the rate of 2.923 ordinary hours pay for each 38 ordinary hours worked.

**25.9.2** The calculation in 25.7.2 shall be made in accordance with the following:

**25.9.2(a)** For a full-time or part-time employee with less than twelve months continuous service: from the date of commencement as a full-time or part-time employee to the date of termination.

**25.9.2(b)** For a full-time or part-time employee with more than twelve months continuous service: from the date that annual leave last became due to the date of termination.

**25.9.3** The terms of 25.7 shall apply in circumstances where an employee has been granted annual leave in advance of the due date.

## **25.10 Close down**

Where an employer closes down an establishment or section or sections, for the purpose of allowing annual leave to all or the majority of the employees concerned, the following shall apply:

**25.10.1** The employer shall give at least one month's notice to the affected employees. The notice shall advise employees of the commencement date and duration of the close down.

**25.10.2** An employer may close down for one or two periods.

**25.10.3** An employer and the majority of employees concerned may agree to close down for more than two periods.

**25.10.4** Employees with less than twelve months continuous service at the time of close down shall receive payment at the rate of 2.923 ordinary hours pay for each 38 ordinary hours worked. The remainder of the close down shall be taken as leave without pay.

**25.10.5** Employees with more than twelve months continuous service shall receive accrued annual leave.

**25.10.6** Where an employee has insufficient accrued leave, a sum equal to the employee's accrued annual leave entitlement shall be paid, calculated at the rate of 2.923 ordinary hours pay for each 38 ordinary hours worked.

## **26. PERSONAL LEAVE**

### **26.1 Amount of paid personal leave**

**26.1.1** Paid personal leave is available to an employee, other than a casual employee, when they are absent:

**26.1.1(a)** due to personal illness or injury (sick leave);

**26.1.1(b)** for the purposes of caring for an immediate family or household member who is sick and requires the employee's care and support (carer's leave); and

**26.1.1(c)** for bereavement on the death of an immediate family or household member (bereavement leave).

**26.1.2** A full-time employee is entitled to 76 hours personal leave for each year of employment.

### **26.2 Accumulation of personal leave**

For full-time employees, unused personal leave accrues by the lesser of:

**26.2.1** 60.8 hours less the amount of sick leave and carer's leave taken; or

**26.2.2** the balance of the year's unused personal leave.

### **26.3 Definitions**

**26.3.1** The term **immediate family** includes:

**26.3.1(a)** spouse (including a former spouse, a de facto spouse and a former de facto spouse) of the employee. A de facto spouse means a person of the opposite sex to the employee who lives with the employee as his or her husband or wife on a bona fide domestic basis; and

**26.3.1(b)** child or an adult child (including an adopted child, a step child or an ex-nuptial child), parent, grandparent, grandchild or sibling of the employee or spouse of the employee.

**26.3.2** **Accumulated personal leave** is personal leave accumulated under 26.2.1 and 26.2.2.

### **26.4 Sick leave**

#### **26.4.1 Entitlement**

**26.4.1(a)** The amount of personal leave a full-time employee may take as sick leave depends on how long they have worked for the employer and accrues as set out in the following table:

#### **Length of time worked for the employer Rate of accrual of paid sick leave (Hours)**

Less than 1 month 0

1 month to less than 2 months 7.6

2 months to less than 3 months 15.2

3 months to less than 4 months 22.8

4 months to less than 5 months 30.4

5 months to less than 6 months 38

6 months to less than 7 months 45.6  
7 months to less than 8 months 53.2  
8 months to less than 12 months 60.8  
Each year thereafter 60.8

**26.4.1(b) Accumulated personal leave** may be used for sick leave if the current sick leave entitlement is exhausted.

**26.4.1(c)** After the first eight months of service, an employee must be paid for any sick leave to which they were not entitled, due to insufficient service, up to a maximum of 38 hours.

#### **26.4.2 The effect of workers' compensation**

If an employee is receiving workers' compensation payments, they are not entitled to sick leave.

#### **26.4.3 Employee must give notice**

The employee must, as soon as reasonably practicable and prior to the ordinary hours of the first day of such absence, inform the employer of their inability to attend for duty and as far as practicable state the nature of the injury or illness and the estimated duration of the absence.

#### **26.4.4 Evidence supporting claim**

The employee must, if required by the employer, establish by production of a medical certificate or statutory declaration, that the employee was unable to work because of injury or personal illness.

#### **26.4.5 Single day absences**

**26.4.5(a)** An employee who has already had two paid sick leave absences in the year, the duration of each absence being of one day only, is not entitled to further paid sick leave in that year of a duration of one day only, without production to the employer of a certificate of a qualified medical practitioner which states that the employee was unable to attend for duty on account of personal illness or injury.

**26.4.5(b)** An employer may agree to accept a Statutory Declaration in lieu of the required medical certificate.

**26.4.5(c)** Nothing in this paragraph limits the employer's right under 26.4.4 of this clause.

#### **26.4.6 Broken services**

If an employee is terminated by their employer and is re-engaged by the same employer within a period of six months then the employee's unclaimed balance of sick leave shall continue from the date of re-engagement.

### **26.5 Bereavement leave**

#### **26.5.1 Paid leave entitlement**

##### **26.5.1(a) Death in Australia**

A full-time employee is entitled to use up to 16 hours personal leave as bereavement leave on each occasion and on production of satisfactory evidence (if required by the employer) of the death in Australia of either a member of the employee's immediate family or household.

### **26.5.1(b) Death outside Australia**

A full-time employee is entitled to use up to 16 hours personal leave as bereavement leave on each occasion, and on production of satisfactory evidence (if required by the employer) of the death outside Australia of either a member of the employee's immediate family or household, where the employee travels outside Australia to attend the funeral.

### **26.5.2 Part-time employees**

A part-time employee is entitled to take two days bereavement leave without loss of pay, up to a maximum of 16 hours on the same basis as prescribed for full-time employees in clause 26.5.1 except that leave is only available where a part-time employee would normally work on either or both of the two working days following the death.

### **26.5.3 Unpaid bereavement leave**

Where an employee has exhausted all personal leave entitlements, including accumulated leave entitlements, they are entitled to take unpaid bereavement leave. The employer and employee should agree on the length of the unpaid leave. In the absence of agreement, a full-time employee is entitled to take up to 16 hours unpaid leave, provided the requirements of 26.5.1 are met, and a part-time employee is entitled to take up to two days unpaid leave, to a maximum of 16 hours, provided the requirements of 26.5.2 are met.

## **26.6 Carer's leave**

### **26.6.1 Paid leave entitlement**

A full-time employee is entitled to use up to 40 hours personal leave each year to care for members of their immediate family or household who are sick and require care and support. This entitlement is subject to the employee being responsible for the care and support of the person concerned. In normal circumstances an employee is not entitled to take carer's leave where another person has taken leave to care for the same person.

### **26.6.2 Notice required**

**26.6.2(a)** When taking carer's leave, the employee must, as soon as reasonably practicable and prior to the ordinary hours of the first day of such absence, inform the employer or their inability to attend for duty and as far as practicable state the nature of the injury or illness and the estimated duration of the absence.

**26.4.5(a)** The notice must include:

**26.4.5(a)(i)** the name of the person requiring care and support and their relationship to the employee;

**26.4.5(a)(ii)** the reasons for taking such leave; and

**26.4.5(a)(iii)** the estimated length of absence.

**26.6.2(c)** The employee must, if required, establish by production of a medical certificate or statutory declaration, the illness of the person concerned and that such illness requires care by another.

### **26.6.3 Unpaid carer's leave**

An employee may take unpaid carer's leave by agreement with the employer.

## **27. PARENTAL LEAVE**

**27.1** Subject to the terms of this clause employees are entitled to maternity, paternity and adoption leave and to work part-time in connection with the birth or adoption of a child.

**27.2** The provisions of this clause apply to full-time, part-time and eligible casual employees, but do not apply to other casual employees.

**27.3** An **eligible casual employee** means a casual employee:

**27.3.1** employed by an employer on a regular and systematic basis for several periods of employment or on a regular and systematic basis for an ongoing period of employment during a period of at least 12 months; and

**27.3.2** who has, but for the pregnancy or the decision to adopt, a reasonable expectation of ongoing employment.

**27.4** For the purposes of this clause, **continuous service** is work for an employer on a regular and systematic basis (including any period of authorised leave or absence).

**27.5** An employer must not fail to re-engage a casual employee because:

**27.5.1** the employee or employee's spouse is pregnant; or

**27.5.2** the employee is or has been immediately absent on parental leave.

**27.6** The rights of an employer in relation to engagement and re-engagement of casual employees are not affected, other than in accordance with this clause.

### **27.7 Definitions**

**27.7.1** For the purpose of this clause **child** means a child of the employee under the age of one year except for adoption of a child where 'child' means a person under age of five years who is placed with the employee for the purposes of adoption, other than a child or step-child of the employee or of the spouse of the employee or a child who has previously lived continuously with the employee for a period of six months or more.

**27.7.2** Subject to 27.7.3, in this clause, **spouse** includes a de facto or former spouse.

**27.7.3** In relation to 27.12, spouse includes a de facto spouse but does not include a former spouse.

### **27.8 Basic entitlement**

**27.8.1** After twelve months continuous service, parents are entitled to a combined total of 52 weeks unpaid parental leave on a shared basis in relation to the birth or adoption of their child. For females, maternity leave may be taken and for males, paternity leave may be taken. Adoption leave may be taken in the case of adoption.

**27.8.2** Subject to 27.9, parental leave is to be available to only one parent at a time, in a single unbroken period, except that both parents may simultaneously take:

**27.8.2(a)** for maternity and paternity leave, an unbroken period of up to one week at the time of the birth of the child;

**27.8.2(b)** for adoption leave, an unbroken period of up to three weeks at the time of placement of the child.

## **27.9 Maternity leave**

**27.9.1** An employee must provide notice to the employer in advance of the expected date of commencement of parental leave. The notice requirements are:

**27.9.1(a)** of the expected date of confinement (included in a certificate from a registered practitioner stating that the employee is pregnant) - at least 10 weeks;

**27.9.1(b)** of the date on which the employee proposes to commence maternity leave and the period of leave to be taken - at least 4 weeks.

**27.9.2** When the employee gives notice under 27.9.1(a) the employee must also provide a statutory declaration stating particulars of any period of paternity leave sought or taken by her spouse and that for the period of maternity leave she will not engage in any conduct inconsistent with her contract of employment.

**27.9.3** An employee will not be in breach of this clause if failure to give the stipulated notice is occasioned by confinement occurring earlier than the presumed date.

**27.9.4** Subject to 27.8.1 and unless agreed otherwise between the employer and employee, an employee may commence parental leave at any time within six weeks immediately prior to the expected date of birth.

**27.9.5** Where an employee continues to work within the six week period immediately prior to the expected date of birth, or where the employee elects to return to work within six weeks after the birth of the child, an employer may require the employee to provide a medical certificate stating that she is fit to work on her normal duties.

## **27.10 Special maternity leave**

**27.10.1(a)** Where the pregnancy of an employee not then on maternity leave terminates after 28 weeks other than by the birth of a living child, then the employee may take unpaid special maternity leave of such periods as a registered medical practitioner certifies as necessary.

**27.10.1(b)** Where an employee is suffering from an illness not related to the direct consequences of the confinement, an employee may take any paid sick leave to which she is entitled in lieu of, or in addition to, special maternity leave.

**27.10.1(c)** Where an employee not then on maternity leave suffers illness related to her pregnancy, she may take any paid sick leave to which she is then entitled and such further unpaid special maternity leave as a registered medical practitioner certifies as necessary before her return to work. The aggregate of paid sick leave, special maternity leave and parental leave, including parental leave taken by a spouse, may not exceed 52 weeks.

**27.10.2** Where leave is granted under 27.9.4, during the period of leave an employee may return to work at any time, as agreed between the employer and the employee provided that time does not exceed four weeks from the recommencement date desired by the employee.

## **27.11 Paternity leave**

An employee will provide to the employer at least ten weeks prior to each proposed period of paternity leave, with:

**27.11.1** a certificate from a registered medical practitioner which names his spouse, states that she is pregnant and the expected date of confinement, or states the date on which the birth took place; and

**27.11.2** written notification of the dates on which he proposes to start and finish the period of paternity leave; and

**27.11.3** a statutory declaration stating:

**27.11.3(a)** he will take that period of paternity leave to become the primary care-giver of a child;

**27.11.3(b)** particulars of any period of maternity leave sought or taken by his spouse; and

**27.11.3(c)** that for the period of paternity leave he will not engage in any conduct inconsistent with his contract of employment.

**27.11.4** The employee will not be in breach of clause 27.10 if the failure to give the required period of notice is because of the birth occurring earlier than expected, the death of the mother of the child, or other compelling circumstances.

## **27.12 Adoption leave**

**27.12.1** The employee will notify the employer at least ten weeks in advance of the date of commencement of adoption leave and the period of leave to be taken. An employee may commence adoption leave prior to providing such notice, where through circumstances beyond the control of the employee, the adoption of a child takes place earlier.

**27.12.2** Before commencing adoption leave, an employee will provide the employer with a statutory declaration stating:

**27.12.2(a)** the employee is seeking adoption leave to become the primary care-giver of the child;

**27.12.2(b)** particulars of any period of adoption leave sought or taken by the employee's spouse; and

**27.12.2(c)** that for the period of adoption leave the employee will not engage in any conduct inconsistent with his contract of employment.

**27.12.3** An employer may require an employee to provide confirmation from the appropriate government authority of the placement.

**27.12.4** Where the placement of child for adoption with an employee does not proceed or continue, the employee will notify the employer immediately and the employer will nominate a time not exceeding four weeks from receipt of notification for the employee's return to work.

**27.12.5** An employee will not be in breach of this clause as a consequence of failure to give the stipulated periods of notice if such failure results from a requirement of an adoption agency to accept earlier or later placement of a child, the death of a spouse, or other compelling circumstances.

**27.12.6** An employee seeking to adopt a child is entitled to unpaid leave for the purpose of attending any compulsory interviews or examinations as are necessary as part of the adoption procedure. The employee and the employer should agree on the length of the unpaid leave. Where agreement cannot be reached, the employee is entitled to take up to two days unpaid leave. Where paid leave is available to the

employee, the employer may require the employee to take such leave instead.

### **27.13 Variation of period of parental leave**

Unless agreed otherwise between the employer and employee, an employee may apply to their employer to change the period of parental leave on one occasion. Any such change to be notified at least four weeks prior to the commencement of the changed arrangements.

### **27.14 Parental leave and other entitlements**

An employee may in lieu of or in conjunction with parental leave, access any annual leave or long service leave entitlements which they have accrued subject to the total amount of leave not exceeding 52 weeks.

### **27.15 Transfer to a safe job**

**27.15.1** Where an employee is pregnant and, in the opinion of a registered medical practitioner, illness or risks arising out of the pregnancy or hazards connected with the work assigned to the employee make it inadvisable for the employee to continue at her present work, the employee will, if the employer deems it practicable, be transferred to a safe job at the rate and on the conditions attaching to that job until the commencement of maternity leave.

**27.15.2** If the transfer to a safe job is not practicable, the employee may elect, or the employer may require the employee to commence parental leave for such period as is certified necessary by a registered medical practitioner.

### **27.16 Returning to work after a period of parental leave**

**27.16.1** An employee will notify of their intention to return to work after a period of parental leave at least four weeks prior to the expiration of the leave.

**27.16.2** Subject to subclause 27.16.4, an employee will be entitled to the position which they held immediately before proceeding on parental leave. In the case of an employee transferred to a safe job pursuant to 27.15, the employee will be entitled to return to the position they held immediately before such transfer.

**27.16.3** Where such position no longer exists but there are other positions available which the employee is qualified for and is capable of performing, the employee will be entitled to a position as nearly comparable in status and pay to that of their former position.

**27.16.4** An eligible casual employee who is employed by a labour hire company who performs work for a client of the labour hire company will be entitled to the position which they held immediately before proceeding on parental leave.

**27.16.5** Where such a position is no longer available, but there are other positions available that the employee is qualified for and is capable of performing, the employer shall make all reasonable attempts to return the employee to a position comparable in status and pay to that of the employee's former position.

### **27.17 Replacement employees**

**27.17.1** A replacement employee is an employee specifically engaged or temporarily promoted or transferred, as a result of an employee proceeding on parental leave.

**27.17.2** Before an employer engages a replacement employee the employer must inform that person of the temporary nature of the employment and of the rights of the employee who is being replaced.

## **28. JURY SERVICE**

**28.1** A full-time employee required to attend for jury service during the employee's ordinary working hours shall be reimbursed by the employer an amount equal to the difference between the amount paid in respect of attendance for such jury service and the amount of wage the employee would have received in respect of the ordinary time the employee would have worked had the employee not been on jury service.

**28.2** Where a part-time employee or a casual employee who has been engaged by the employer on a regular and systematic basis for a period of more than 12 months is required to attend for jury service and such attendance coincides with a day on which the employee would normally be required to work, payment shall be made to the employee in accordance with 28.1.

**28.3** An employee shall notify the employer as soon as possible of the date upon which the employee is required to attend for jury service. Further, the employee shall give the employer proof of attendance, the duration of such attendance and the amount received in respect of such jury service.

## **29. PUBLIC HOLIDAYS**

### **29.1 Prescribed public holidays**

**29.1.1** A full-time employee under this award is entitled to the following public holidays, without loss of pay; where such employee's normal paid hours fall on the public holiday:

**29.1.1(a)** New Year Day;

**29.1.1(b)** Australia Day;

**29.1.1(c)** Good Friday;

**29.1.1(d)** Easter Saturday;

**29.1.1(e)** Easter Monday;

**29.1.1(f)** Anzac Day;

**29.1.1(g)** Queen's Birthday;

**29.1.1(h)** Labour Day or Eight Hours Day;

**29.1.1(i)** Christmas Day; and

**29.1.1(j)** Boxing Day (in South Australia, Proclamation Day - 26 December shall be observed instead of Boxing Day).

**29.1.2** Where another day is generally observed in a locality in substitute for any of the above days, that day shall be observed as the public holiday in lieu of the prescribed day.

**29.2** In addition to the public holidays prescribed in 29.1, full-time employees are entitled to the following:

### **29.2.1 New South Wales**

An additional public holiday shall be observed as a public holiday on a day which shall be upon between the employer and employees in each establishment.

### **29.2.2 Victoria**

Melbourne Cup Day or a local equivalent.

### **29.2.3 South Australia**

Adelaide Cup Day.

### **29.2.4 Western Australia**

Foundation Day.

### **29.2.5 Queensland**

An employee shall be entitled to one day in each twelve months as Show Day in the locality in which the employee works.

### **29.2.6 Tasmania**

Southern Tasmania - Regatta Day; Northern Tasmania - Bank Holiday.

**29.2.6(a)** Note: Southern Tasmania includes Oatlands and all towns south of Oatlands but excludes those areas excluded in the State Proclamation regarding this day, and Northern Tasmania includes all towns north of Oatlands.

**29.2.6(b)** An employee in the employ of one employer shall not be entitled to receive in any one calendar year both Regatta Day and bank holiday as public holidays.

### **29.2.7 Australian Capital Territory**

Canberra Day or, by agreement between the employer and the majority of employees, Picnic Day (being the first Monday in March) in lieu of Canberra Day.

### **29.2.8 Northern Territory**

Picnic Day.

### **29.3 Part-time employees**

Refer to 12.4.6 of this award to determine the public holiday entitlements of part-time employees.

### **29.4 Additional days**

Where an additional public holiday is proclaimed or gazetted by the Commonwealth or a State or Territory Government and such proclaimed or gazetted holiday is to be observed generally by persons throughout that State or Territory or a locality thereof, then such day shall be deemed to be a holiday for the employees working in the area the subject of the proclamation or gazetted notice.

### **29.5 Substitution of certain public holidays which fall on a weekend**

**29.5.1** Where Christmas Day falls on a Saturday or a Sunday, 27 December shall be observed as the public holiday in lieu of the prescribed day.

**29.5.2** Where Boxing Day falls on a Saturday or a Sunday, 28 December shall be observed as the public holiday in lieu of the prescribed day.

**29.5.3** Where New Year's Day or Australia Day falls on a Saturday or a Sunday, the following Monday shall be observed as the public holiday in lieu of the prescribed day.

## **29.6 Alternate days by agreement**

**29.6.1** By agreement between the employer and the majority of employees in the relevant enterprise or section of the enterprise, an alternative day may be taken as the public holiday in lieu of any of the prescribed days.

**29.6.2** An employer and an individual employee may agree to the employee taking another day as the public holiday in lieu of the day which is being observed as the public holiday in the enterprise or relevant section of the enterprise. Such agreement shall be recorded in the time and wages records.

## **29.7 Payment for time worked on a public holiday**

**29.7.1** Except as provided for in 29.7.2, an employee who is required to work on a public holiday shall be paid at the following rates for a minimum of three hours:

**29.7.1(a)** Day work - double time and one half.

**29.7.1(b)** Afternoon and night shifts - double time.

**29.7.2** This rate is in substitution for and not cumulative upon the allowances set out in clause 22 - Hours of work or the overtime penalties in clause 25 - Annual leave.

**29.7.3** The payment required under 29.7.1, shall only apply to time which is worked on the actual public holiday day, i.e. midnight to midnight.

## **29.8 Absence on working day before or after a public holiday**

An employee absent on the working day before or the working day after a public holiday without reasonable excuse (proof of which shall be on the employee), or without the consent of the employer, shall not be entitled to payment for such holiday.

## **29.9 Leave of absence**

The entitlement to a public holiday shall not apply to an employee during any period of unpaid leave exceeding two weeks, except where such unpaid leave is in respect of personal injury or illness.

# **PART 8 - SUPERANNUATION**

## **30. SUPERANNUATION**

### **30.1 Superannuation legislation**

**30.1.1** The subject of superannuation contributions is dealt with extensively by legislation including the *Superannuation Guarantee (Administration) Act 1992*, the *Superannuation Guarantee Charge Act 1992*,

the *Superannuation Industry (Supervision) Act 1993* and the *Superannuation (Resolution of complaints) Act 1993*. The legislation, as varied from time to time, governs the superannuation rights and obligations of the parties

**30.1.2** Notwithstanding 30.1.1, the following provisions shall also apply.

## **30.2 Definitions**

**30.2.1** The **Fund** for the purposes of this clause shall mean:

**30.2.1(a)** The Australian Retirement Fund (ARF), Superannuation Trust of Australia (STA), Labour Union Cooperative Retirement Fund (LUCRF) or the Clerical Administrative and Related Employees Fund (CARE); or

**30.2.1(b)** Any fund agreed to between the employer and the majority of the employees concerned in the workplace or relevant section/s. Agreement in this respect may also be reached between the employer and an individual employee; or

**30.2.1(c)** Any fund the employer was contributing to as at 1 September 2003 or at the date of becoming bound by this award, provided that the level of contributions satisfies the award's requirements.

**30.2.1(d)** An employer is not required to contribute to more than one fund in respect of an employee employed under this award.

**30.2.2 Ordinary time earnings** for the purposes of this clause, means:

**30.2.2(a)** the classification rate under this award;

**30.2.2(b)** any over-award payment;

**30.2.2(c)** loadings which the employee earns for working ordinary hours of duty; and

**30.2.2(d)** casual loading in respect of casual employees.

**30.2.3** Ordinary time earnings does not include bonuses, commission, payments for overtime or other payments, remuneration or allowances.

## **30.3 Employer contributions**

A respondent employer shall contribute to the Fund in respect of each employee such contributions as required to comply with the *Superannuation Guarantee (Administration) Act 1992* and the *Superannuation Guarantee Charge Act 1992* as amended from time to time.

## **30.4 Voluntary employees contributions**

**30.4.1** Subject to statutory requirements, an employee may make contributions to the Fund in addition to those made by the respondent employer under 30.3.

**30.4.2** An employee who wishes to make additional contributions must authorise the respondent employer in writing to pay into the Fund, from the employee's wages, amounts specified by the employee in accordance with the Fund Trust Deed and Rules.

**30.4.3** An employer who receives written authorisation from the employee, must commence making payments into the Fund on behalf of the employee within fourteen days of receiving authorisation.

**30.4.4** Employees shall have the right to adjust the level of contributions made on their own behalf on the first of July each year provided that by agreement with the respondent employer the employees may vary their additional contribution at other times.

### **30.5 Absence from work**

Subject to the governing rules of the Fund of which an employee is a member, the following provisions shall apply:

#### **30.5.1 Paid leave**

Contributions shall continue whilst a member of a Fund is absent on paid annual leave, sick leave, long service leave, public holidays, jury service, bereavement leave or other paid leave.

#### **30.5.2 Work-related injury or illness**

In the event of an employee's absence from work being due to work-related injury or work-related illness, contributions at the normal rate shall continue for the period of absence (subject to a maximum of 52 weeks total absence for each sickness or injury) provided that:

**30.5.2(a)** the member of the Fund is receiving workers compensation payments or is receiving regular payments directly from the employer in accordance with statutory requirements or the provisions of this award; and

**30.5.2(b)** the person remains an employee of the employer.

### **SCHEDULE A - COMPANIES BOUND BY THIS AWARD**

Publicis Loyalty  
United Customer Management Solutions

**WGNETEND\_DOCASSOC\_1**

### **DECLARATION**

AW827785CRV PR964632

AUSTRALIAN INDUSTRIAL RELATIONS COMMISSION

*Workplace Relations Act 1996*  
s.141 application for common rule declaration

**Australian Municipal, Administrative, Clerical and Services Union**  
(C2005/3839)

**CONTRACT CALL CENTRE INDUSTRY AWARD 2003**

(ODN C No. 31107 of 1993)  
[AW827785 PR937368]

Telecommunications services

COMMISSIONER SMITH

MELBOURNE, 10 NOVEMBER 2005

*Award declared common rule.*

## DECLARATION

[Common rule declared by PR964632 from 15Aug05]

Further to the decision issued by the Commission on 10 November 2005 [PR964631] and pursuant to ss.141 and 493A of the *Workplace Relations Act 1996* (the Act), the Commission makes the following declaration for a common rule award:

**1.** In this Declaration:

**1.1 the award** means the Contract Call Centre Industry Award 2003 as varied from time to time;

**1.2 employees** means employees in the industry who perform work of a kind that is covered by the award, but not any person who is a director or manager of an employer or a person to whom such person has delegated the right to engage and terminate the employment of employees;

**1.3 employers** means employers who employ employees;

**1.4 the industry** means the contract call centre industry which means:

**1.4.1** any business whose principle function is supplying inbound or outbound customer contact services to a number of clients, on a contract basis, and whose business is independent of the client, and

**1.4.2** any business which supplies labour to a business in the contract call centre industry on a labour hire basis in respect of any such labour hire employees while engaged in the performance of work for a business in the contract call centre industry;

**1.5 customer contact services** means any in-bound or out-bound work, including telephone sales, using the telephone or other telecommunication devices such as facsimiles, the internet or email.

**2.** That save for and subject to the matters referred to in clauses 4 to 11 below, the whole of the terms of the award except those specified in clause 3 below, shall be:

**2.1** a common rule for the industry in Victoria and known as the Contract Call Centre Industry Victorian Common Rule Declaration 2005;

**2.2** binding on all employers in respect of the employment by them of employees, subject to the provisions of Clause 4 herein;

**2.3** binding on all employees in the industry as defined; and

**2.4** binding on the Australian Municipal, Administrative, Clerical and Services Union, CPSU, the Community and Public Sector Union, the National Union of Workers and the registered organisations bound by the Award.

**3.** The following clauses of the award are not included in the Contract Call Centre Industry Victorian Common Rule Declaration 2005:

**3.1** Clause 5 - Commencement date of award and period of operation;

**3.2** Clause 6 - Coverage of award;

**3.3** Clause 7 - Parties bound.

**4.** The Contract Call Centre Industry Victorian Common Rule Declaration 2005 shall not apply to:

**4.1** A business or part of a business:

**4.1.1** which is not a business in the contract call centre industry (as defined);

**4.1.2** in which the customer contact services are carried out within that business and for that business, except in the case of a business in the contract call centre industry.

**4.2** A person employed by any of the following employers:

**4.2.1** Teletch International Pty Ltd 154 Pacific Highway, St Leonards NSW 2065;

**4.2.2** Salmat Teleservices Pty Ltd, 125 Miller Road, Chester Hill, NSW 2053;

**4.2.3** Salesforce Australia Pty Ltd, 33 Lincoln Square, South Carlton, Vic 3053.

The above employers are subject to an application to rope them into the Contract Call Centre Industry Award 2003. Following the determination of that application, an organisation bound by this Declaration is at liberty to apply for a variation to this Declaration or a new Declaration seeking to have all or any of these employers bound by this or a subsequent Declaration. Should such an application be made the employers have the right to support or oppose the application.

**5.** Subject to 5.1 to 5.5 below, all provisions in the Contract Call Centre Industry Victorian Common Rule Declaration 2005 are to operate from 15 August 2005.

**5.1** With respect to annual leave, only periods of annual leave commencing on or after 15 August 2005 attract leave loading.

**5.2** With respect to redundancy payments for employees of employers who have less than 15 employees, only service on or after 15 August 2005 is to be taken into account for the purpose of calculating 'service'.

**5.3** With respect to redundancy payments for employees of employers who have 15 employees or more, only service on or after 15 August 2004 is to be taken into account for the purpose of calculating 'service'. [Note: the agreement in respect of this issue is without prejudice to the position a party may put in roping-in proceedings.]

**5.4** Any accident make-up pay clause is to apply in relation to any injury on or after 3 August 2004.

**5.5** The wages clauses (including all allowances and penalty payments) are to commence operation from the first pay period on or after 15 August 2005.

**6.** The Contract Call Centre Industry Victorian Common Rule Declaration 2005 shall not apply to employers respondent by any means to any other award of the Commission in respect of the employment by them of employees covered by that award.

**7.** This declaration shall not apply to a person with a disability who is eligible for a Disability Support Pension and who is employed by a supported employment service that receives funding under the *Disability Services Act 1986* (Cth) to provide support for that person. [See Note 1 below.]

**8.** An employer who is making superannuation contributions into a complying superannuation fund, within the meaning of the *Superannuation Industry (Supervision) Act 1993* (Cth), on behalf of an employee covered by this declaration prior to the date of effect of this declaration is exempt from any provision in the award which specifies the fund or funds into which superannuation contributions are to

be paid. [See Note 2 below.]

**9.** In the event of a dispute about the entitlement of an employer to set-off entitlements and benefits required to be provided under a contract of employment made prior to the date of this declaration against entitlements and benefits required to be provided under the Contract Call Centre Industry Victorian Common Rule Declaration 2005, the matter may be referred to a Board of Reference consisting of a Member of the Commission which shall determine whether or not such a set-off should be permitted having regard to what is fair and equitable in all the circumstances of the case, without regard to technicalities and legal forms.

An appeal lies from a decision of a Board of Reference to a Full Bench of the Commission.

This clause shall apply for a period of twelve months from the commencement date of the Contract Call Centre Industry Victorian Common Rule Declaration 2005.

Any registered organisation bound by the terms of the Contract Call Centre Industry Victorian Common Rule Declaration 2005 shall be notified of the time and date of hearing in relation to any application made pursuant to this provision.

**10.** Nothing in this declaration reduces or in any way detracts from any accrued rights to any forms of leave including sick leave, annual leave, long service leave or parental leave to which employees or any of them have become entitled by accrual or otherwise prior to the commencement date in clause 11 below.

**11.** This declaration shall be an award of the Commission, shall come into force on 15 August 2005 and shall remain in force for a period of 3 months and thereafter in accordance with the Act. [See Note 3 below.]

#### Note 1

**1.** Disability Support Pension means the Commonwealth pension scheme to provide income security for persons with a disability as provided for under the *Social Security Act 1991* (Cth), as amended from time to time, or any successor to that scheme.

**2.** The intention of this provision is limited to preventing the award from applying to sheltered workshops (i.e. supported employment services) - it does not prevent the award from applying to employees with disabilities in open employment.

**3.** Leave is reserved for any party to have this issue reconsidered in the light of any developments in the national process which is currently considering workplace relations issues for sheltered workshops. This national process includes the Disability Sector National Industry Consultative Council and any related applications that seek award coverage for sheltered workshops.

#### Note 2

**1.** The purpose of the exception above is to maintain the status quo in respect of employers who, as at the date of effect of the common rule declaration, are making superannuation contributions into a complying superannuation fund. These employers will not be required to change their existing arrangements. Nor will there be any requirement for the existing arrangements to be the subject of an agreement between the employer and employees. For the avoidance of doubt, the exception continues to apply to employers who are making superannuation contributions to complying superannuation funds which are successor funds (as defined in Regulation 1.03 of the *Superannuation Industry (Supervision) Regulations 1994* (Cth), or as amended or replaced by other legislation) into which benefits are transferred, after the date of effect of the common rule declaration, in accordance with the *Superannuation Industry (Supervision) Act 1993* (Cth) and the Regulations thereunder. Further, "existing arrangements" includes the making of contributions to such funds.

2. The exception is in respect of current and future employees of the employers who are entitled to the benefit of the exemption.
3. The exception does not apply to new businesses which are established after the date on which the award is declared to have effect as a common rule.
4. The exception only applies to employers who are required to apply the terms of the award by virtue of the Common Rule declaration. It does not apply to employers who are named respondents to the award or who are parties bound by virtue of the membership of an employer organization.
5. The exception applies subject to any Commonwealth legislation to the contrary.

Note 3

1. Subject to s.113 of the *Workplace Relations Act 1996* and any order of the Commission, an award dealing with particular matters continues in force until a new award is made dealing with the same matters (see s.148 of the *Workplace Relations Act 1996* ).

\*\* end of text \*\*