

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA03/253

TITLE: Commercial Division (Sydney) Contact Centre Enterprise Agreement 2003

I.R.C. NO: IRC3/6129

DATE APPROVED/COMMENCEMENT: Approved 4 November 2003/Commenced 1 July 2003

TERM: 24

**NEW AGREEMENT OR
VARIATION:** Replaces EA02/136

GAZETTAL REFERENCE: 23 January 2004

DATE TERMINATED:

NUMBER OF PAGES: 19

COVERAGE/DESCRIPTION OF

EMPLOYEES: The agreement applies to employees employed by John Fairfax Publications Pty Ltd located at 201 Sussex St, Sydney, NSW 2000 engaged in the classifications of Clerical and Administration in the Contact Centre, graded Trainee and levels 1 to 5, who fall within the coverage of the Clerical and Administrative Employees (John Fairfax Publications) Award 2000

PARTIES: Fairfax Business Media (John Fairfax Holdings) -&- the New South Wales Local Government, Clerical, Administrative, Energy, Airlines & Utilities Union

COMMERCIAL DIVISION (SYDNEY) CONTACT CENTRE ENTERPRISE AGREEMENT, 2003

INDEX

Clause No.	Subject Matter
1.	Title, Purpose and Incidence
2.	No Duress
3.	Joint Committee
4.	Definitions
5.	Contract of Employment
6.	Job Title and Duties
7.	Remuneration
	(i) Basic Salary
	(ii) Casual Employees
	(iii) Incentive Schemes
	(iv) Overtime
	(v) Shift Allowances
	(a) Night Shift
	(b) Early Start
	(c) Late Finish
	(vi) Weekend Penalty Rates
	(vii) Travelling Expenses
	(viii) Electronic Funds Transfer
8.	Superannuation
9.	Rostered Days Off
10.	Breaks
11.	Leave
	(i) Public Holidays
	(ii) Picnic Day
	(iii) Annual Leave
	(iv) Sick Leave
	(v) Long Service Leave
	(vi) Family Leave
	(vii) Bereavement Leave
	(viii) Parental Leave
12.	Workers Compensation
13.	Jury Duty
14.	Trade Union Training
15.	Confidentiality
16.	Property of the Company
17.	Notice of Termination
18.	Consultation
19.	Redundancy
20.	Avoidance of Disputes Procedure
21.	Conduct and Performance
22.	Salary Sacrifice
23.	Anti Discrimination
24.	Leave Reserved
25.	Term

Schedule A
Commercial Division Contact Centre Sales Stream - Skills
Definitions

Incoming
Customer Service
Adonline Helpdesk
Retail
Switch
State Government
Administration

Schedule B
Guidelines for Skill Based Enterprise Agreement

1. Title, Purpose and Incidence

This agreement is between John Fairfax Publications Pty. Ltd ("the company"), and the NSW Local Government, Clerical, Administrative, Energy, Airlines and Utilities Union (USU), and is called the Commercial Division (Sydney) Contact Centre Enterprise Agreement 2003 (the agreement). It sets out the terms and conditions of employment with effect from 1 July, 2003. Where the agreement is silent the Clerical and Administrative Employees (John Fairfax Publications) Award 2000 (the award) will apply.

This agreement rescinds and replaces Herald Publications Call Centre Enterprise Agreement 2001.

The purpose of this agreement is to:

encourage harmonious relations and goodwill by developing mutual understanding through consultation and co-operation;

improve the productivity, efficiency and profitability of the company for the benefit of all; and provide employees with a fair income, good conditions of employment and employment security.

2. No Duress

This agreement was entered into without duress.

3. Joint Committee

A joint committee consisting of three management representatives and three employee representatives will be established to ensure that:

workplace problems are resolved through participation between management and staff;

there is consultation regarding matters involving changes to the organisation or performance of work in the Commercial Division (Sydney) Contact Centre;

the introduction of new equipment and technology is undertaken in a manner that is safe, logical and reasonable. A key consideration will be the training requirements for affected staff.

The joint committee will meet as required. The joint committee is only empowered to make recommendations to the National Contact Centre Director. Recommendations must be made by consensus.

4. Definitions

"Casual employee" shall mean an employee engaged by the hour - their base hourly rate will be calculated by dividing the appropriate weekly rate by thirty-eight.

"Company" shall mean John Fairfax Publications Pty Ltd. "Parental Leave" shall include paternity, maternity and adoption leave. "Union" shall mean the NSW Local Government, Clerical, Administrative, Energy, Airlines and Utilities Union (USU).

5. Contract of Employment

A full-time employee will be rostered to work 38 hours per week.

A part-time employee shall be rostered to work not less than 12 hours and not more than 38 hours per week, and not less than 4 and not more than 8 hours per day. (Note: see last paragraph of this clause.)

A casual employee will not work more than an average of 20 hours per week and is entitled to a minimum payment of four hours pay for each engagement. To cover specific requirements or absences, a casual employee's hours may be temporarily increased by mutual agreement.

A full-time, part-time or casual employee's hours of work may be varied from time to time to take into account changes in either:

- (a) the needs and profitability of the business; or
- (b) the employee's personal needs and availability.

Where a change in hours is necessary there shall be consultation between the employee and the manager on the timing and implementation of the required variation to the hours of work.

If agreement cannot be reached between the employee and their manager, the Avoidance of Disputes Procedure in Clause 18 shall be followed.

By mutual agreement between the employee and the manager, an employee may work a shift of up to 10 hours per day of ordinary time to meet the needs of the company's business.

6. Job Title and Duties

Employees will be employed in one of the classifications specified in Clause 7 Remuneration, Sub-clause (i) Basic Salary.

The development of new skills and work opportunities is encouraged. The company may direct employees to carry out duties that are consistent with their classification, individual skills and experience (provided that such duties are not designed to promote deskilling), and undertake training as required by the company.

When required by the company, employees will be trained in the use and operation of any office equipment and technology.

The company may direct employees to perform duties and use any equipment and technology as required provided they have been adequately trained.

Any direction issued by the company will be consistent with the company's responsibilities to provide a safe and healthy working environment.

Employees will, when reasonably required by the company, work in any Commercial Division office that is currently operating or may operate in the future. Employees will, when required, advise clients of Fairfax promotions.

7. Remuneration

(i) Basic Salary - Commercial Division (Sydney) Contact Centre

Operative Date: 4% increase from 1 July 2003.
 Further Increase: A further increase of 4% from 1 July 2004.

By mutual agreement between the employee and the company, the basic salary may be altered to facilitate salary sacrifice and salary packaging arrangements.

Level	Relativity	Base Rate ¹		Commercial Division	Customer	
		1 July 2003		(Syd) Contact	Service Stream	
		\$		Centre Sales Stream		
5	112.5%	Weekly:	\$752.40	Incoming plus any 4 of	Customer	Ca
		Part-time: (p.hr.)	\$19.80	Customer Service, Retail,	Service D	
		Casual: (p.hr.)	\$23.76	Switch, Ad-Online,		
				Administration and State		
				Government		
4	110%	Weekly:	\$735.68	Incoming plus any 2 of	Customer	Ca
		Part-time: (p.hr)	\$19.36	Customer Service, Retail,	Service C	
		Casual: (p.hr)	\$23.23	Switch, Ad-Online,		
				Administration and State		
				Government		
3	107.5%	Weekly:	\$719.00	Incoming plus any one	Customer	Ca
		Part-time (p.hr)	\$19.36	Customer Service, Retail,	Service B	
		Casual (p.hr)	\$23.23	Switch, Ad-line,		
				Administration and State		
				Government		
2	105%	Weekly:	\$702.20	Incoming	Customer	Ca
		Part-time: (p.hr)	\$18.48		Service A	
		Casual:	\$22.17			
1	100%	Weekly:	\$668.80	Validity checking	NA	
		Part-time: (p.hr)	\$17.60			
		Casual:	\$21.12			
Trainee	95%	Weekly:	\$635.40	Not yet trained	Not yet trained	
		Part-time: (p.hr)	\$17.60			
		Casual:	\$20.07			

Progression Rules

Commercial Division (Syd) Contact Centre Sales Stream

Progression in this stream is based on attainment of competencies in the Commercial Division Contact Centre Sales skill functions as described in Schedule A.

Customer Service Stream

Progression in this stream is based on an annual Performance Review based on factors such as SII Competency, Admarc Competency, Negotiation Skills, Accuracy, Switchboard Skills and Customer Relation Skills.

Canvassing Stream

Progression in this stream is based on an annual Performance Review based on factors such as sales presentation techniques, ability to meet sales targets, customer relationship management, ability to source new business as well as incoming sales skills.

Preference for Skill Training

Training opportunities shall be allocated in accordance with the following priorities:

1. Full-time employees
2. Part-time employees
3. Casual employees

Note: See Schedule B

Basic Salary - Commercial Division (Syd) AdOnline

To ensure equitable increases between AdOnline and other Contact Centre staff, increases will be applied to the AdOnline pay table as follows:

1. The percentage increase agreed to in the Contact Centre Agreement, will be applied to Level 1 (100%) of the Contact Centre pay table.
2. The subsequent dollar figure (of Level 1 Contact Centre) will then be applied to the Level 5 - Step 2 (122.5%) of the AdOnline pay table.
3. This will then be converted into a percentage figure of Level 5 - Step 2.
4. This percentage figure will be applied to all levels of the AdOnline pay table.

Level	Relativity	Base Rate	
		1 July 2003	
		\$	
Trainee	100.00%	Weekly:	\$777.00
		Part-time(p.hr.)	\$20.45
		Casual (p.hr.)	\$24.54
Level 2 - Step 1	105.00%	Weekly:	\$815.90
		Part-time(p.hr.)	\$21.47
		Casual (p.hr.)	\$25.77

Level 2 - Step 2	107.50%	Weekly:	\$835.30Part-t)
		Part-time(p.hr.)	\$21.98
		Casual (p.hr.)	\$25.77
Level 3 - Step 1	110.00%	Weekly:	\$854.70
		Part-time(p.hr.)	\$22.49
		Casual (p.hr.)	\$26.99
Level 3 - Step 2	112.50%	Weekly:	\$874.10
		Part-time(p.hr.)	\$23.00
		Casual (p.hr.)	\$27.60
Level 4 - Step 1	115.00%	Weekly:	\$893.60
		Part-time (p.hr)	\$23.52
		Casual (p.hr)	\$28.22
Level 4 - Step 2	117.50%	Weekly:	\$913.00
		Part-time(p.hr)	\$24.03
		Casual (p.hr.)	\$28.83
Level 5 - Step 1	120.00%	Weekly:	\$932.40
		Part-time (p.hr.)	\$24.54
		Casual (p.hr)	\$29.44
Level 5 - Step 2	122.50%	Weekly:	\$951.90
		Part-time(p.hr)	\$25.05
		Casual (p.hr)	\$30.06

Progression Rules

Progression through the AdOnline pay table is based on annual performance reviews. Reviews are based on the AdOnline Helpdesk Support members' Performance Agreement and the AdOnline Core Competencies. Core Competencies include AdOnline administration, AdOnline helpdesk support, testing, customer service, demonstrations, punctuality and attendance, adaptability and other specific duties.

Training

If a specific skill is essential to the role of an AdOnline Helpdesk Support person, the company will undertake to ensure that the required training is provided.

(ii) Casual Employees

A casual employee's base hourly rate will be calculated by dividing the appropriate weekly rate by thirty-eight. A casual employee shall be paid for all ordinary time worked at the base rate plus 20% loading in lieu of any payments for sick leave, bereavement leave, etc. A casual employee shall also be paid 1/12th of the ordinary rate in lieu of annual leave for all ordinary hours worked. This will be shown as a separate item on the payslip.

(iii) Incentive Schemes

An employee may receive additional remuneration according to the terms of incentive schemes established by the company. A prospective employee will be advised of the nature and detail of the scheme(s) in writing at the time employment is offered.

During the course of employment an employee may request advice (written or verbal) on any scheme as it relates to their employment.

The terms of such schemes will be reviewed from time to time to suit the needs of the business. Employees affected by any changes will be advised in writing.

Employees employed on the AdOnline Helpdesk, negotiated to have their incentives rolled into their annualised salary as at 1 June 2001.

(iv) Overtime

Overtime will be payable to employees upon working in excess of 8 hours unless it has been mutually agreed that an employee will work up to 10 hours per day of ordinary time. Time worked in excess of the ordinary working hours is overtime and is to be paid at the rate of:

- (a) time-and-one-half for the first two hours and double-time thereafter during Monday to Friday;
- (b) double-time on weekends.

By mutual agreement, an employee may take time in lieu of payment. Time off shall accrue at the rate of one hour off for one hour of overtime.

Overtime is to be calculated on a daily basis.

When required, employees will work overtime as is necessary to meet the reasonable needs of the business. Overtime will be arranged so that employees have at least ten consecutive hours off duty between the work of successive days. An employee required to commence work before the expiration of 10 hours from the completion of the previous shift will be paid at the rate of time-and-one-half up to the completion of the 10 hours.

(v) Shift Allowances

(a) Night Shift

"Night Work" will mean any shift where more than one-half is performed between the hours of 6.00 p.m. and 6.00 a.m. daily. If employees are required to undertake night work, a night shift payment of \$2.5433 for each hour worked in the shift will be made. For example, an employee that works a four hour shift that attracts a night shift allowance will be paid an additional \$10.17. A night shift allowance will not exceed \$25.43per day, which is paid for a 10 hour shift.

(b) Early Start

If employees are required to commence work prior to 8.00 a.m. an early start payment of \$1.2828 for each hour worked in the shift will be made. For example, an employee that works a six hour shift that starts at 7.00 a.m. will be paid an additional \$7.70. An early start allowance will not exceed \$12.83per day, which is paid for a 10 hour shift.

(c) Late Finish

If employees are required to cease work after 6.00 p.m. a late finish payment of \$2.1634 for each hour worked will be made. For example, an employee that works an eight hour shift that finishes at 7.00 p.m. will be paid an additional \$17.31. A late finish allowance will not exceed \$21.63 per day, which is paid for a 10 hour shift.

Early start and late finish allowances shall not apply if the employee is entitled to a night shift payment. Shift allowances are not to be included as part of the overtime calculation.

(vi) Weekend Penalty Rates

All ordinary time worked between midnight Friday and midnight Saturday will be paid at the rate of time-and-one half.

All ordinary time worked between midnight on Saturday and midnight on Sunday will be paid at the rate of time-and-three quarters.

(vii) Travelling Expenses

All reasonable expenses incurred on company business will be paid. Each claim is to be supported by a receipt.

Overtime will be paid for travelling on company business outside ordinary working hours which is in excess of the time normally occupied by travelling between home and the office.

Where employees are required to use their motor car by the company on a casual or incidental basis, they shall be paid an amount of 60 cents per kilometre travelled, during such use.

(viii) Electronics Funds Transfer

Salary and expenses are payable to employee's nominated bank accounts on a fortnightly basis.

8. Superannuation

The company will pay a superannuation contribution, incorporating occupational superannuation contributions and the superannuation guarantee charge, in accordance with the trust deed of the nominated Company Superannuation fund, Fairfax Super at the time of this agreement and/or CARE Superannuation Fund. The company will not be required to contribute in respect of a period when the employee is absent without pay.

9. Rostered Day Off for Eligible Staff

- (i) Employees engaged prior to 1 September 1999 who have not had their RDOs paid out in accordance with clause 9(ii) of this agreement or the 1999/2000 Enterprise Agreement are entitled to a rostered day off every four (4) weeks to a maximum number of 12 per year. Part time employees who are entitled to rostered days off will receive them on a pro rata basis (same conditions as full-time employees apply). Rostered days off will be taken at a time that is mutually agreed.
- (ii) Eligible employees have the option to access a one-off lump sum payment for the cashing in of future entitlements to RDO's. This lump sum is \$6,080 and will be pro rata for part-time employees based on their average weekly hours worked over the last 12 months.

Employees will have the ability to access this lump sum over a one-month period from 1 October, 2003 to 31 October, 2003. If an employee leaves for any reason within six months of accepting the payment, they will have to repay the lump sum to the company. Further, once an employee accesses this option it is not reversible.

Existing accrued RDO's are not affected by this arrangement.

10. Breaks

Employees are entitled to an unpaid meal break of not less than 30 minutes during a shift of more than 5 hours. An employee will not be required to work more than 5 hours without a meal break. Tea and meal breaks are automatically rostered but can be changed by mutual agreement between the employee and their team leader/manager.

Employees will be entitled to 5 minutes per hour as a rest break from continuous PC work or time as mutually agreed between an individual and their team leader/ manager.

11. Leave

This clause applies to all permanent (full-time and part-time) employees.

(i) Public Holidays

Any day gazetted as a public holiday will be a paid holiday for permanent employees provided the employee was rostered to work on that day. Work performed on public holidays will be paid for at the rate of double-time-and-one-half for a minimum of four hours. Alternatively, by mutual agreement an employee may take another day off.

(ii) Picnic Day

Full-time employees are entitled to a paid picnic day each year to be taken at a mutually agreed time.

(iii) Annual Leave

The NSW *Annual Holidays Act 1944* applies to Commercial Division Contact Centre employees.

Annual leave will be taken in periods (including single days) as mutually agreed. Agreement will not be unreasonably withheld. Employees will be entitled to take annual leave in at least one block of 2 weeks each year.

Failing mutual agreement, the company will provide 4 weeks notice as to when the employee commences leave.

Annual leave will be given and taken within twelve months of it accruing.

Where an employee takes annual leave in advance of it accruing and the employment is subsequently terminated the company will be entitled to deduct the amount paid for leave not yet accrued from monies due the employee.

(iv) Sick Leave

Employees will be provided with reasonable sick leave on the basis of mutual trust and respect. As a guideline, a full-time employee will be entitled to five (5) days sick leave in the first year of service and ten (10) in each subsequent year. Part-time employees will be entitled to pro-rata sick leave. Sick leave may be extended beyond these guidelines, which will be determined on the merits of each case. Casual employees will not be entitled to paid sick leave.

The company may require an employee to undergo a medical examination or produce a medical certificate to justify an absence for sickness:

- (a) if the company is concerned with the frequency and/or duration of the absence because of personal ill health;
- (b) when the employee returns to work following a protracted illness;

- (c) to assess a work related injury; and
- (d) where it is necessary to assess the employee's capacity to work.
- (e) where the sick leave falls on either side of a weekend or public holiday

Paid sick leave may be withheld after the employee has been properly consulted if the company is not satisfied with the frequency or reasons for the absence(s).

(v) Long Service Leave

The *New South Wales Long Service Leave Act 1955* applies to Commercial Division Contact Centre employees.

Casual employees will be entitled to long service leave for all service with the company prior to the May 1985 amendment to the Act.

(vi) Family Leave

Permanent (full-time and part-time) employees will be entitled to reasonable paid family leave when they have to care for dependants or members of their household. Circumstances include when dependants are ill, or where the normal care arrangements have broken down and there is no practical alternative arrangement other than for the employee to provide care.

The amount of family leave to be taken will be determined between the employee and the manager on the basis of mutual trust and respect. The amount of family leave approved will depend upon the particular circumstances of the application. Management may request that a medical certificate is produced. As a guideline, up to 5 days per year can be used as family leave. Part-time employees will be entitled to pro-rata family leave.

(vii) Bereavement Leave

The company recognises and supports its employees in times of need and subject to prompt notice, bereavement leave will be granted.

The company approves reasonable requests for Bereavement Leave for staff:

- (a) on the death of their partner
- (b) on the death of their own or their partners;

Parent, brother, sister, child.

Step/foster parent, brother, sister, child.

Grandparent, great grandparent, grandchild.

Managers can approve bereavement leave when a person not included in this list dies and employees can demonstrate a significant and close relationship. Depending on the circumstances, managers can request evidence of the death and the employees relationship with the person that has died.

The amount of leave granted to an employee will depend upon the particular circumstances. Bereavement leave is not available when employees are on any other type of leave.

(viii) Parental Leave

Parental leave is maternity leave, paternity leave and adoption leave, and will be available to employees that have worked for the company on a permanent part-time or full-time basis for a minimum period of least 12 continuous months prior to the expected date of the child's birth or adoption. Permanent employees will be entitled to 52 weeks parental leave; six (6) weeks of which are paid leave and 46 of which are leave without pay.

Employees can take other forms of leave, such as annual leave and long service leave accruals to reduce the amount of parental leave without pay, providing the total absence before and after the birth or adoption of the child is not longer than 52 weeks. Managers can approve the 52-week period of parental leave in blocks of time in a two-year period after the birth or adoption of a child.

At least six weeks maternity leave must be taken after the birth of the child. The six-week leave period of paid maternity leave must include the expected date of the child's birth.

One week's paternity leave will be available at the time of the child's birth, however; to be eligible for the balance of five weeks paid paternity leave, the employee must be the child's primary care-giver at the time of the leave.

When both parents work for the company, the combined parental leave entitlement will be 52 weeks. The six-week period of paid leave can only be paid to one partner, either as paid paternity or maternity leave. If an employee's partner does not work for the company, the entitlement to 52 weeks is not reduced by any leave period which is taken by the partner.

Employees will give their manager at least 10 weeks notice before the birth of the child, of their intention to take maternity or paternity leave and make a formal application at least four weeks before the expected date of the child's birth. If employees wish to take adoption leave they will notify their manager as soon as they are aware of the presumed adoption of their child. Employees can vary their request for parental leave as many times as they wish before they begin the leave. After commencing the leave, employees have a right to vary the period of leave once, by providing two weeks written notice; which must be approved by the manager.

Periods of parental leave without pay will not count towards the accrual of any other type of leave such as annual leave, long service leave, or service for the purpose of redundancy. Continuity of service with the company during all periods of parental leave, with and without pay will be maintained.

12. Workers' Compensation

The *Workers' Compensation Act*, 1987 and Workplace Injury Management and Workers Compensation Act, 1998, apply to Commercial Division Contact Centre employees.

13. Jury Duty

Employees required to attend jury service will receive their ordinary pay and average incentive payments. When an employee is notified that they must attend jury duty they will promptly inform their manager.

Payments made by the Jury Service to the employee for expenses such as meal, travel and hotel allowances may be retained by the employee. All other payments made to an employee for jury duty will be paid to the company.

14. Trade Union Training

Union representatives will be entitled to reasonable paid leave for trade union training. Any request for trade union training will be directed to the department manager.

15. Confidentiality

Except in the proper course of their duties employees will not divulge any confidential information concerning the business or finances of the company or any group company.

16. Property of the Company

On termination, an employee must return all company property held by them.

17. Notice of Termination

If either the employee or the company decides to terminate an employee’s employment, the following notice (or payment in lieu of notice) shall be provided to the other party according to the length of continuous service. However, by mutual agreement a shorter period of notice can apply.

Period of Continuous Service	Period of Notice
Not more than 1 year	At least 1 week
More than 1 year but less than 3 years	At least 2 weeks
More than 3 years but less than 5 years	At least 3 weeks
More than 5 years	At least 4 weeks

The company will provide an additional 1 week notice to employees over 45 years who have more than 2 years continuous services with the company.

18. Consultation

- (a) Where the Company has made a definite decision to introduce major changes in production, program, organisation, structure or technology that are likely to have significant effects on employees, the Company shall notify the employees who may be affected by the proposed changes and the USU.
- (b) The discussion shall commence as early as practicable after a definite decision has been made by the Company to make the changes referred to in subclause (a).
- (c) For the purposes of such discussions, the Company shall provide to the employees concerned and the USU, all relevant information about the changes, including the nature of the changes proposed, the expected effects of the changes on employees and any other matters that are likely to effect employees; provided that the Company will not be required to disclose confidential information, the disclosure of which would be inimical to the Company’s interest.

19. Redundancy

- (a) In the event of termination of employment by reason of redundancy, employees will be entitled to receive a redundancy payment calculated at the rate of 4 weeks current gross salary, per year of continuous employment plus 2 weeks pay (in lieu of the required notice period). All other entitlements will be paid.
- (b) An employee will not be entitled to a redundancy payment where the company or any related body corporate of the Company obtains an offer of acceptable alternative employment for an employee, irrespective of whether the employee accepts that offer.

20. Avoidance of Disputes Procedure

When an industrial dispute or grievance occurs the following procedures will be observed:

- Step 1. The employee will first discuss the matter with a supervisor/team leader/manager and can choose to have a witness present.
- Step 2. If the matter is not resolved it will be discussed by the employee and the appropriate union delegate with the Unit Manager.

Step 3. If the dispute is not settled promptly the above parties will, confer as soon as possible with a representative from the Human Resources Department.

Step 4. If the dispute is not settled the above parties and union officials shall confer with the HR Director, Commercial Division or his/her nominated HR representative.

Step 5. If the matter is not settled, either party may refer it to the Industrial Commission.

Step 6. At any stage in the procedure, either party may ask for, and be entitled to receive a response to their representations within a reasonable time.

If there is undue delay on the part of the other party in responding to representations, the party complaining of the delay may, after giving notice of their intentions to do so, take the matter to a next level in the procedure.

Step 7. Full co-operation will be provided and goodwill maintained at all times while a disputed issue is proceeding through the Disputes Procedure.

21. Conduct and Performance

- (a) Where an employee's conduct or performance is unsatisfactory the company's disciplinary policy will apply.
- (b) This policy will ensure that all employees are treated fairly and with the objective of addressing the cause of the employee's work performance issue.
- (c) The policy shall consist of:
 - (i) A verbal warning. In some circumstances it may be appropriate for more than one verbal warning to be given.
 - (ii) A written warning being issued.
 - (iii) Final written warning.
 - (iv) Termination.

The level of disciplinary action will depend on the nature of issue to be addressed.

- (d) Employees will be given an opportunity to respond to the issues raised in a Disciplinary Interview.
- (e) An employee may have a union or other representative present during the Disciplinary Interview. Before the interview commences the employee will be given the choice of having another present.
- (f) In the case of serious and wilful misconduct an employee may be terminated without notice.

22. Salary Sacrifice

- I. Despite any other provisions of this Agreement, for the purpose of calculating ordinary time earnings, the rate of pay per week prescribed in Clause 6, (i), shall be reduced by the amount which an employee elects, by notice in writing to the Company, to sacrifice in order to enable the company to make a salary sacrifice/contribution for the benefit of the employee.

- II. For an employee's application to be valid the employee must complete an application form provided by the company. Further, there must be agreement by the company and the employee, so as to process this application.
- III. The reduced rate of pay and the salary sacrifice contributions provided for in this clause shall apply for periods of annual leave, long service leave, and other periods of paid leave.
- IV. All other award payments, including payments on termination, calculated by reference to the employee's rate of pay shall be calculated by reference to the rate of pay per week specified for the employee in Clause 7, (i).
- V. Unless otherwise agreed by the company, an employee may revoke or vary his or her election once in each twelve months. Not less than one month's written notice shall be given by an employee of revocation or variation of the employee's application.
- VI. The continuation of this Salary Sacrifice Agreement is subject to the Company not incurring any consequential or additional costs in association with its operation. Should changes occur in Tax law or practice such that the Company incurs a cost or expense under or in respect of this agreement, it shall immediately cease to apply on the company giving notice. Similarly, if tax or other changes occur which affect the employee's salary sacrifice, they may, upon one month's notice in writing, elect out of the Salary Sacrifice Agreement.
- VII. If there are any outstanding monies in relation to the Salary Sacrifice Agreement, owed to the company at the time of termination, the company has the right to deduct these monies from the employees termination payment.
- VIII. The Company shall not use any superannuation contribution made in accordance with an employee's application to meet its minimum employer obligation under the Superannuation Guarantee Administration Act 1992 (Cth) or any legislation which succeeds or replaces it.

23. Anti-Discrimination

- (i) It is the intention of the parties bound by this Award to seek to achieve the object in section 3(f) of the *Industrial Relations Act* 1996 to prevent and eliminate discrimination in the workplace. This includes discrimination on the grounds of race, sex, marital status, disability, homosexuality, transgender identity, age and responsibilities as a career.
- (ii) It follows that in fulfilling their obligations under the dispute resolution procedure prescribed by this award the parties have obligations to take all reasonable steps to ensure that the operation of the provisions of this award are not directly or indirectly discriminatory in their effects. It will be consistent with the fulfilment of these obligations for the parties to make application to vary any provision of the award which, by its terms or operation, has a direct or indirect discriminatory effect.
- (iii) Under the *Anti-Discrimination Act* 1977, it is unlawful to victimise an employee because the employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.
- (iv) Nothing in the clause is to be taken to affect:
 - (a) any conduct or act which is specifically exempted from the anti-discrimination legislation;
 - (b) offering or providing junior rates of pay to persons under 21 years of age.
 - (c) any act or practice of a body established to propagate religion which is exempted under section 56 of the *Anti-Discrimination Act* 1977;

- (d) a party to this award from pursuing matters of unlawful discrimination in any State or Federal jurisdiction.
- (v) This clause does not create legal rights or obligations in addition to those imposed upon the parties by legislation referred to in this clause.

24. Leave Reserved

Leave is reserved in respect of any proposal by the Company to restructure existing work arrangements.

25. Term

The agreement will operate from July 1, 2003 and will continue for a period of two years. If the parties do not enter into a new agreement the terms of this agreement will continue to apply. The parties agree to commence negotiations three (3) months before the expiration of this agreement. It is agreed that any future wage increases or changes to conditions will not apply before 1 July 2005.

In Witness Whereof The Parties Have Signed And Sealed This Agreement On

The Common Seal Of John Fairfax Publications Pty Limited

was hereunto affixed in the presence of:

HR Manager, Commercial Division

Witness

The United Services Union Of Australia Of
Australia New South Wales Branch

was hereunto affixed in accordance with its rules in the presence of:

Executive President

Witness

Workplace Representative

Witness

Non-Union
Workplace Representative

Witness

SCHEDULE A

Commercial Division (Classified) Contact Centre Sales Stream Skill Definitions

Incoming

A person qualified to perform incoming function is competent to perform the following tasks:

- accept advertising copy through various delivery mediums (advise customers of layout of ads);
- assist with copy betterment, different type sizes, lines of space and special discount features;

attempt to upsell on all incoming copy;

encourage repeat business;

promote goodwill by providing follow up calls to clients on expiring advertisements;

customer relationship management by calling customers from existing databases;

promote Fairfax products

Ensure all advertisement are of a high quality and comply with Herald Standards of Acceptance and Legislative requirements.

Negotiate level one credit for errors. Credit limit to be determined by the business.

Customer Service

A person qualified to perform customer service function is competent to perform the following tasks:

full duties of incoming plus;

handling of customers enquiries, complaints and in-depth account enquiries;

adjust accounts in an on screen electronic billing system (e.g. SII and Admarc);

perform credit journal adjustments for all lineage and classified display advertisements.

customer relationship management by calling customers from existing databases;

Adonline Helpdesk

A person qualified to perform AdOnline helpdesk function is competent to perform the following tasks

*Provide helpdesk service for AdOnline customers including troubleshooting of basic technical problems

*Promote on line products to customers over the phone

*Gain feedback through customer satisfaction surveys

Create maintain accurate customer records

*Monitor the electronic processes

Handle accounts inquiries and complaint resolution

Conduct product development testing

NB * indicates suggested duties for back up staff

Retail

A person qualified to perform Retail function is competent to perform the following tasks in a shop environment:

incoming plus;

receive and upsell advertising for all Fairfax publications, either face to face or by various delivery mediums;

receive payment for accounts and handle general enquiries;

promote, sell and market all Fairfax products;

maintain effective visual displays

Switch

A person qualified to perform Switch function is competent to perform the following tasks:

Incoming plus;

Operate switchboard console handling multiple calls in a proficient manner;

Efficiently make and handle overseas calls;

Be able to operate electronic directory to access information;

Have a thorough knowledge of the John Fairfax business, including company structure, liaising professionally with all employees;

Be customer focused;

Handle the paging system requests and messages.

State Govt Advertising

A person qualified to perform State Government Advertising Coordinator function is competent to perform the following tasks

Incoming plus

Receive and process all requests for lineage and display advertising from The State Government Advertising agency for Fairfax Publications

Liaise with typesetters to ensure material is received

Administration and record keeping for all ads submitted for advertising

Negotiate credits and make goods

Ensure positioning and layout requirements

Administration

A person qualified to perform Resource/Administration function is competent to perform the following tasks

Incoming plus

Maintain and administer rosters

Record and process annual leave/RDO and other leave for Contact Centre

Generate management reports

Manage time and attendance system

Liaise with pay office regarding processes and issues relating to Contact Centre pays

General administration as required

SCHEDULE B

July 2003

Guidelines for Skill Based Enterprise Agreement

The Commercial Division Contact Centre is committed to a multi skilled based workforce, which benefits both staff and the company. The following guidelines should help you understand the criteria upon which you can gain skill/skills.

Areas for Multi-skilling include:

Customer Service, Retail, Switch, Canvassing, State Government, Adonline and Administration.

Incoming Skill

Internet, Fax ad and phone functions fall within the incoming skill function defined in Schedule 'A'. Skills will be offered to ASAs on a department's needs basis e.g. Customer Service may require a maximum of 7 or 8 skilled back up staff.

It is necessary to set a maximum number of back ups for each department, to give staff the opportunity to maintain an acceptable level of competency. When this quota is filled, training and acquiring of these skills will be on a department needs basis.

When the opportunity arises to acquire a skill, all staff may apply.

Selection of staff for these skills will be based on

1. Full time Employees
2. Part time Employees
3. Casual Employees

It should also be noted that other factors will be considered in selecting staff to be trained. Flexibility to work required hours of operation of the particular department, conduct and performance, availability to relieve in the department considering other back up positions held etc. All these factors will be taken into account.

Accreditation of Skill

Each department supervisor will set a competency level for their department. After training staff will be assessed by the supervisor and upon successfully reaching the required standard will be paid for that particular skill.

Back up positions for Team Leader

Staff chosen to be back ups for Team Leaders will be paid either ASA rate plus average incentive or higher grade duties as applicable.

In conjunction with this Enterprise Agreement, a Familiarisation Programme will be undertaken where staff would be offered the opportunity to visit various departments within the Contact Centre as well as the Advertising Production Unit and Sales Department. This will enable staff to have some understanding of the functions of these departments.