

QUEENSLAND INDUSTRIAL RELATIONS COMMISSION

Industrial Relations Act, 1999

**Consultech Services Pty Ltd
T/A Discount Package Holidays
A.B.N.16 158 741 003**

AND

The Tele-sales & Administrative Employees of Discount Package Holidays

DISCOUNT PACKAGE HOLIDAYS CERTIFIED AGREEMENT 2002

THIS AGREEMENT, made in pursuance of the Industrial Relations Act, 1999, this 24th of February 2003, between Discount Package Holidays (hereinafter referred to as the Company) and The Tele-sales and Administrative Employees of Discount Package Holidays (hereinafter referred to as the Employees), witnesseth that it is hereby mutual agreed as follows:-

Signed for the employer by: -

Signatures

Witnesses

Lawrence Opperman
Owner
Consultech Services Pty Ltd
Trading as Discount Package Holidays

In the presence of:

AND

Signed for a valid majority of the relevant employees by: -

Signatures

Witnesses

Leith McCartney
Telesalesperson

In the presence of:

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1. TITLE

This Certified Agreement shall be referred to as the Discount Package Holidays Certified Agreement 2003.

2. AWARD COVERAGE

- (a) This Agreement shall apply to Discount Package Holidays and to classes of employees for whom rates of wages are prescribed in Clause 11.
- (b) The Agreement is binding upon the employees as prescribed in Clause 2(a) and their employer.
- (c) To the extent of any inconsistency between this Certified Agreement and any Award, this Agreement shall prevail.

3. OPERATION AND DURATION

This Agreement shall remain in force for a period of three (3) years (36 months) after the date of certification. It will remain in force until varied, rescinded or replaced.

4. AIMS AND OBJECTIVES

The aims and objectives of this Agreement are:

- To encourage and reward employees to look upon themselves as professionals in a work environment offering a satisfying career path in terms of reward, job satisfaction and training.
- To continue with a quality environment which is conducive to flexible work organisation well placed to meet changing markets and technology.
- To facilitate a climate which provides support and training for individuals to enhance their existing skills and develop a broader range of skills thereby providing prospects for higher rewards.
- To allow the company to continue to grow a profitable tele-sales group which will provide a level of customer service, range of benefits and overall customer relations unequalled by any other company operating in the industry.
- To develop a stable, safe, enjoyable and professional working environment within which all employees are committed to participating in an ongoing process of improvement.
- To foster an environment in which employees care about their work and take pride in their contribution.
- To provide more satisfying, secure and better-paid employment for employees.
 - To facilitate the education and skill acquisition by all employees including disadvantaged employees who would otherwise have difficulty in entering the workforce.
 - To maintain and develop a culture of Trade Practices compliance and ethical and honest trading.

5. DISPUTE RESOLUTION PROCEDURE

- 5.1 The object of the procedure for the avoidance of industrial dispute shall be to promote the resolution of disputes by measures based on consultation, co-operation and discussion and to avoid interruption to the performance of work and the consequential loss of production and wages.

5.2 The parties to this agreement shall observe the following agreed dispute resolution procedure:

The procedure provides:

- An orderly and just method of reviewing an issue on its merits.
- A means of resolving an issue without disruption to work and without prejudice to final settlement.

5.3 It is agreed by all parties that the following guidelines will be observed:

Step 1 - In the event that employee(s) has a grievance then it is agreed that the employee(s) should attempt to resolve the grievance with their immediate Supervisor.

Step 2 - If the matter is not resolved, the matter will be referred to Management. Discussions will take place within 2 working days of the problem arising or such other period as agreed with the parties.

Step 3 - If the matter is still unresolved, either party may seek the immediate assistance of the Queensland Industrial Relations Commission, who shall conciliate with the parties to resolve the issue or, failing settlement by conciliation, the parties shall agree to consent to arbitration to resolve the issue.

Step 4 - It is agreed between the company and the employees that the status quo is to apply until the dispute has been settled.

It is the responsibility of both parties to follow these procedures.

6. DUTIES AND RESPONSIBILITIES

6.1 The employee will diligently and faithfully perform all the duties and responsibilities of their employment, as well as such other duties (within their skill competence and training) as may be reasonably required by the company from time to time.

6.2 The employee is required:

- To observe all lawful directions, orders, instructions and policies (as varied from time to time) of the company. This may include policies specific to a client's requirements.

- Not to have in their possession or control and to remain free from the effects of alcohol or any drug at all times whilst carrying out their duties.
- To be punctual and advise the office of absence or delay prior to shift commencement and to ensure Time Sheets are correctly recorded
- Not to be directly or indirectly involved or engaged in any work for or provide services to any other company, business or individual, whether paid or otherwise, which may in any way conflict with the interests of the company, unless otherwise agreed in writing by the company.
- Not to reveal or use, either for their own benefit or anyone else's, any confidential information which they may acquire during their employment. Confidential information refers to any information (written or oral) not publicly available. All customer information is covered by the Privacy Act, including names, lists and personal details, contact and call back information. This remains the property of the company.
- To comply with all relevant legislation including the Trade Practices Act, and the Privacy Act.

7. DEFINITIONS

7.1 Probationary Employment

The employee will initially be engaged on the basis of a three (3) month probationary period. During the probationary period the employer or the employee has the right to terminate the employment for any reason without explanation and without repercussion.

7.2 Full-time Employment

A Full Time employee will work an average of 38 hours per week.

7.3 Part-time Employment

An employee who is employed on a Part Time basis shall be offered a regular roster not less than an average of 15 hours in a week or more than an average of 38 hours in a week.

7.4 Casual Employment

A casual employee is one engaged and paid as such. Each day's employment shall stand-alone. The engagement of a casual may be terminated at any time upon 1 hours notice or by payment in lieu.

The wage rate is inclusive of at least 23% loading as compensation for the lack of leave, notice or severance benefits contained in this agreement.

7.5 Traineeship Employment

Trainees will be employed under the terms of this Agreement and Training Wage Award – State, and considered part-time employees.

8. HOURS OF WORK

8.1 Hours Full-Time and Part-Time

- (a) The ordinary hours of work for full-time or part-time employees shall not exceed an average of 38 hours per week unless agreed between the employer and the employees.
- (b) For additional hours at the direction of the employer, the penalty rate of time and a half will be applicable for the first 3 hours, and double time thereafter.
- (c) The ordinary hours of work may be performed on any day of the week (including public holidays) from between 8.00am and 9.00pm. Provided that the spread of hours may be varied by agreement between the employer and the employee(s).
- (d) The minimum number of rostered ordinary hours on any day for part-time employees shall be 4.5 hours (or such greater or lesser period as agreed between the employer and the employee).
- (e) The maximum number of rostered ordinary hours in any one-day shall be 10 (or such greater period as may be agreed between the employer and the employee).

- (f) Maximum number of rostered ordinary hours shall be forty.
- (g) The company shall notify full and part-time employees of their ordinary hours of work on any day by issuing a roster not less than seven days prior. This notice period may be waived by agreement between the company and the employee(s) concerned.

8.2 Hours Casual

- (a) The ordinary hours of work for casual employees shall not exceed 38 hours per week.
- (b) For additional hours at the direction of the employer, the penalty rate of time and a half will be applicable for the first 3 hours, and double time thereafter.
- (c) A casual employee shall not be engaged for less than three hours on any day except by their choice and management agreement. Employees will indicate preferred shifts each week (which may vary from week to week), and will be eligible for an incentive for completion of these shifts.
- (d) The ordinary hours of work may be performed on any day of the week (including public holidays) from between 8.00am and 9.00pm. Provided that the spread of hours may be varied by agreement between the employer and the employee(s).
- (e) The maximum number of rostered ordinary hours in any one-day shall be 10 (or such greater period as may be agreed between the employer and the employee).

8.2 Rosters

Employees shall be invited to nominate which days of the week and times that they wish from the time slots available in the roster period. Casual employees will not be under any compulsion to work on a particular day or time. Full and part-time employees will be required to roster themselves to work the number of ordinary hours required by their contract of employment.

Rosters may be worked subject to Clause 8.1 of this agreement.

9. MEAL PERIOD AND BREAKS

- (a) Where an employee is rostered to work for four and a half hours or more an unpaid meal break of 30 minutes shall be allowed for a meal. Where an employee works for more than four hours the meal break may be taken at the discretion of the employee at the scheduled time or an agreed upon time. An employee shall not work more than six hours continuously without a break for a meal.
- (b) An employee who works between 4 1/2 and not more than 6 hours on any day shall be entitled to 2 paid rest break of 5 minutes each.
- (c) An employee who works in excess of 6 hours in a day shall be given 4 paid rest periods of 5 minutes each.

10. EMPLOYMENT CLASSIFICATION STRUCTURE

10.1 Tele-salesperson – Introductory

The sale and marketing of goods or services by the receipt, recording and or processing of information by telephone or other apparatus and the collection of information by telephone or other apparatus; the seeking of donations by telephone or other apparatus.

The Introductory level will apply to all new employees for the period of 3 months. During this period employees will become familiar with the company policies and procedures, operating equipment, and the requirements of the various campaigns conducted.

- Employees will receive training and coaching.
- Where the employee has numeracy and literacy skill issues, the company will work together with the employee to raise the employee's skill level to an acceptable standard. This process may extend beyond the 3 months and the employee will remain at the introductory level until a satisfactory standard is reached.
- The Introductory position is on a Casual Employment basis
- The employee will be expected to meet base minimum sales targets.

- After the satisfactory completion of this level employees will progress to Tele-salesperson – Intermediate

10.2 Tele-salesperson – Intermediate

- Employees at this level will gain experience in conducting the various client campaigns and/or process data acquired by telephone operators. Employees will be expected to meet defined targets and exercise a greater degree of autonomy.
- Employees at this level will provide support and assistance where necessary to Tele-salespeople at this level and the Introductory Level.
- Employees will remain at this level for a period of up to 12 months (or 1981 hours in the case of part time or casual employees) at which time they will be considered for progress to Tele-salesperson – Senior.
- The employee will be expected to meet sales targets.
- Employees at *Intermediate* level will be considered for, and at the discretion of Discount Package Holidays, may be offered entry to the Traineeship program conducted at their offices. The traineeship is Certificate III in Telecommunications (Call Centre). Such employees who are offered and accept a Traineeship will then be on the basis of Part Time employment. It is noted that subsequent Traineeships may become available during the life of the agreement. To this end, the above information will also apply.
- Employees at *Intermediate* level will be considered for, and may be offered an in-house Traineeship for Certificate III in Telecommunications (Call Centre).
- Progress to Tele-salesperson – Senior may be awarded sooner in consideration of consistently high performance or previous relevant experience.

10.3 Tele-salesperson – Senior

- Employees at this level will be expected to be highly experienced and skilled, meet defined targets and exercise a high degree of independence and leadership.
- Successful completion of Certificate III in Telecommunications (Call Centre) will automatically entitle the benefits of this level and appropriate performance/experience.

- Employees at this level are expected to be the group from whom potential team leaders and supervisors will be chosen.
- Employees at this level will be employed on a Part Time or Full Time basis.

10.4 Tele-sales Supervisor

Employees at this level will:

- be expected to be highly experienced and skilled, and meet defined targets within a specific tele-sales group, usually up to 8 tele-salespeople, and exercise a high degree of leadership and mentoring for that group;
- have excellent leadership skills, assisting individuals to improve their sales and customer skills, one-on-one training are seen as necessary, as well as building team spirit and achievement of agreed group targets;
- lead by example by maintaining sales targets; and
- will be employed on a Part Time or Full Time basis.

10.5 Administrative Telesales Support Officer

Under supervision this officer will undertake duties such as: assisting with reception, data entry, customer relations, mail preparation, filing system maintenance, computer office software operation.

A tele-salesperson may be offered extra hours in admin support as a multi-skilling opportunity or career path choice.

10.6 Administration Supervisor

Employees at this level have achieved a standard to be able to perform more specialised tasks, and have a broader knowledge of administrative functions within the organization.

Duties and skills are the same as that of the Administrative Telesales Support Officer, however they will be carried out more autonomously. Duties will also include maintaining of sales, customer and staff records, production of reports, handling office sundries purchasing and a higher level of customer service provision.

The Supervisor may be required to give assistance and/or guidance (including guidance in relation to quality of work and which may require some allocation of

duties) to other administrative staff, and would be able to train such employees by means of personal instruction and demonstration.

11. WAGE RATES

Employees shall be paid according to the schedules below. Additional incentives and bonuses may apply.

11.1 Wages – Tele-Salesperson

A ‘paid sale’ is one for which the tele-salesperson is responsible and has been paid for by the customer as either a credit card authority or receipt of cash/cheque or similar during the specific pay week.

There is a base hourly rate for all Tele-salespersons. In addition there may be incentives and bonuses of various types at management discretion. The minimum hourly rate is based on ongoing performance. This is expressed through the team structure (See table below).

Minimum Rates

Employees will be paid **the higher of:**

1. Their performance classification level minimum hourly rate; or
2. Performance-based wages based on a sliding commission scale that may be varied from time to time at Management discretion.

New Employees

New employees will have up to a two-week Trainee period with a base hourly rate of \$12.50. New employees are eligible for performance-based wages.

Upon completion of the Trainee period all staff will have a variable hourly rate based on performance with a minimum rate of \$15.50 casual as set out below, **if they fulfil their roster**. That is, if an employee nominates a particular roster and does not fulfil that roster, they will receive a lesser rate of pay. Any employee with concerns over their inability to fulfil a nominated roster should follow dispute resolution procedures as outlined.

Table 1 outlines the minimum rate for each team.

Table 1: Hourly Wage Rates, Telesalesperson

Team	Performance Classification Level	Full/Part Time \$	Casual \$
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Silver	Minimum 10 sales per week	12.50 agreed roster 11.50 not fulfilled	15.50 agreed roster 14.00 not fulfilled
Gold	Minimum 15 sales per week	14.00 agreed roster 13.00 not fulfilled	16.50 agreed roster 15.00 not fulfilled
Platinum	Minimum 25 sales per week	14.75 agreed roster 13.75 not fulfilled	18.00 agreed roster 16.00 not fulfilled

Casual and Part-time Status

Employees consistently achieving Gold and Platinum status will be considered for full-time or part-time employment. Such employees may be offered the opportunity to undertake Certificate III training where appropriate.

11.2 Tele-salesperson Teams and Performance Requirements

In order to qualify for entry into a team the employee must meet the following criteria. Qualification for a team entitles the employee to the hourly rates as noted above. (Note: Team membership may also entitle the employee to additional benefits and incentives at the discretion of management)

Table 2: Tele-Salesperson Team qualification and performance requirements

Target to Qualify For Teams <i>(Based on paid sales generated through standard cold calling in previous week)</i>		Minimum Targets		Below Target Performance
		Daily C/C Sales Target	Weekly Paid Sales Target	
Platinum	25+ sales	3	25+	Below 25 for 1 week return to Gold team and performance review Note: If target is achieved in the first week upon returning to the Gold Team then Platinum team pay status may be maintained without interruption. (Maximum once per month)
Gold	15+ sales for two consecutive weeks	2	15+	Below 15 for 1 week return to Silver team and performance review
Silver	Base classification for all telesalespersons after training.	2	10	Minimum targets must be maintained for continued employment
Trainees	1 st week	1	5+	Minimum targets must be maintained for continued employment
	2 nd week+	2	8+	

Minimum weekly targets must be maintained for continued employment.

Three consecutive 0 sale days or a weekly total under 8 (after 1st week) is considered to be grounds for termination (Silver and Trainees) or reduction in team status.

11.3 Wages - Bonus Payments

Additional incentives and bonuses will be included at the discretion of management.

11.4 Wages – Bonus for Senior Tele-Salespersons

Senior Tele-Salespersons will be entitled to a shift bonus of \$5.00 for each full shift they work to be paid with weekly pay as 11.1 above

11.5 Wages Telesales Supervisor

Telesales Supervisors will be entitled to the rates of a Platinum Tele-Salesperson.

11.6 Wages Administration

The following are the minimum hourly rates for the tele-sales support administration staff.

Admin Staff

	Age/service	Part Time/ Full Time
	15-17	\$7.00
	18-19	\$9.00
	20	\$11.00
	21+ (yr1)	\$12.50
	21+ (yr2)	\$13.00
	21+ (yr3)	\$13.50
Supervisor	21+ (yr1)	\$14.00
	21+ (yr2)	\$14.75
	21+ (yr3)	\$15.50

11.7 Wages - Incremental Increases

(a) *12 Months After Certification of Agreement*

A 5% increase will apply to all hourly pay rates as shown at Table 1.

(b) *24 Months After Certification of Agreement*

A further 5% uplift will apply to all hourly pay rates as shown at Table 1.

12. TIME SHEETS

Each tele-salesperson is responsible to fill in their time sheet each day. A supervisor will 'sign it off' at the end of each shift.

At the end of each shift, each tele-salesperson will 'log on' to the system network.

13. PAYMENT OF WAGES - EFT

Wages for employees shall be paid weekly, each Wednesday morning as cleared funds, by Electronic Funds Transfer (EFT) into their nominated Bank Account.

The pay week will be the week prior from Monday to Sunday.

Should Bank details not be immediately available, payment will be by cheque.

14. TIME AND WAGES RECORDS

The Company shall keep, and have available for inspection during business operations by relevant authorities. A time and wages book or other similar record of all employees who are for the time being, or who were at any time during a period of twelve months immediately preceding the date of any inspection, in employment, showing particulars including but not restricted to, their designation, rate of wages, times of starting and ceasing work.

15. PUBLIC HOLIDAYS

(a) An employee shall be entitled to a holiday on the following days:

–New Year's Day, Good Friday, Easter Saturday, Easter Monday, Christmas Day and Boxing Day; and

–The following days as prescribed in the relevant States, Territories and localities: Australia Day, Anzac Day, Queen's Birthday and Labour Day; and;

(b) Where in a State, Territory or locality, public holidays are declared or prescribed on days other than those set out in (a) above, those days shall constitute additional holidays for the purpose of this agreement.

(c) All Full Time and Part Time employees shall receive payment of a standard shift at the Performance Classification Level they achieve in the previous

week, for any public holiday referred to in (a) above which falls on a day for which they are regularly rostered;

- (d) For employees directed to work on a public holiday, they shall receive double time and a half penalty rate.
- (e) For employees who volunteer to work on a public holiday, they shall receive payment of a standard shift.

16. ANNUAL LEAVE

Full-time employees shall be entitled to a period of 152 working hours annual leave after the completion of twelve months continuous service (less the period of annual leave).

This clause shall be read in conjunction with clause 21 – Continuity of service.

16.1 Leave Periods

Annual leave shall be given and taken at a time(s) agreed between the company and the employee.

Annual leave shall be exclusive of any Public Holiday that may occur during the period of annual leave (subject to subclause 16.2 – Leave Calculations) and shall be paid in the standard pay cycle for that week unless otherwise agreed by employee and management.

16.2 Leave Calculations

Leave shall be calculated at an average rate per hour for the Team level the employee achieved in the 5 weeks prior to the leave being taken.

16.3 Part-time Employment

Part-time employees shall be entitled to annual leave on a pro-rata basis.

17. SICK LEAVE

Full-time employees shall be entitled to a period of 60.8 working hours sick leave after the completion of twelve months continuous service.

This clause shall be read in conjunction with clause 21 – Continuity of service.

17.1 Qualifying for Leave

A full-time or part-time employee who is unable to attend work on account of illness or incapacity (including the illness or incapacity of a relative to whom they are the primary care giver) shall be entitled to leave without deduction from pay subject to the following conditions and limitations:

- (a) Sick leave shall be cumulative, however, unless the Company and employee otherwise agree, no employee shall be entitled to receive and nor shall the company be bound to make, payment in excess of a total of 76 hours leave in a period of 12 months;
- (b) The employee shall not be entitled to paid leave of absence for any period in respect of which the employee is entitled to workers' compensation;
- (c) The employee shall so far as is possible inform the company of their inability to attend for duty, the nature of the illness or incapacity and the estimated duration of the absence for reason prior to scheduled commencement time;
- (d) The employee shall establish to the satisfaction of the company (or in the event of a dispute, of the Commission) that the employee was unable on account of such illness or incapacity to attend for duty on the day or days for which sick leave is claimed. A Doctors Certificate is necessary where illness exceeds 1 day;
- (e) No sick leave is applicable on days that the employee is not usually rostered to work or is on any other leave (including annual leave).

17.2 Leave Calculations

Leave shall be calculated at an average rate per hour for the Team level the employee achieved in the week prior to the leave being taken.

17.3 Part-time Employment

Part-time employees shall be entitled to sick leave on a pro-rata basis.

18. LONG-SERVICE LEAVE

All employees covered by this Agreement shall be entitled to long service leave on full pay under, subject to, and in accordance with the provisions of the Industrial Relations Act, 1999.

19. BEREAVEMENT LEAVE

A full-time or part-time employee shall, on the death within Australia of a spouse, father, mother, brother, sister, child or stepchild, be entitled on notice to leave up to and including the day of the funeral of such relation and such leave shall be without deduction from pay for a period not exceeding the number of hours worked by the employee in two ordinary days work. Proof of such death shall be furnished by the employee to the satisfaction of the company, if requested.

This clause shall have no operation while the period of entitlement to leave coincides with any other period of leave. For the purpose of this clause the word 'spouse' shall not include a spouse from whom the employee is legally separated but shall include a person who lives with the employee as a de facto spouse.

20. PARENTAL LEAVE

Subject to the following terms of this clause, employees are entitled to Maternity, Paternity and Adoption leave, upon the impending birth or adoption of a child:

20.1 General Conditions

- (a) Leave is unpaid and shall be limited to 52 weeks;
- (b) An employee must have worked for the Company for a minimum of 52 weeks continuous service;
- (c) In the case of Maternity Leave an employee must have at least six (6) weeks compulsory leave from the date of birth of the child.

20.2 Definitions

- *Maternity/Paternity Leave* – means leave of the type provided for in subclause (a) and is applicable to both female (maternity leave) and male (paternity leave) employees;
- *Child* – means a child under the age of 1 year;
- *Employee* – means a permanent full-time or part-time employee who has at least 12 months continuous service with the employer, but does not include a casual;
- *Spouse* – includes a de-facto including a spouse of the same sex or a former spouse/de-facto.

20.3 Certification

At the time specified in subclause 20.4 the employee must produce to her Company:

- (a) A certificate from a registered medical practitioner confirming the pregnancy and the expected date of confinement;
- (b) A statutory declaration stating particulars of any period of paternity leave sought and that for the period of paternity leave they will not engage in any conduct inconsistent with their contract of employment

20.4 Notice requirements

- (a) An employee shall, not less than ten weeks prior to the presumed date of confinement, produce to the Company the certificate referred to in subclause 20.3(a);
- (b) An employee shall give not less than four weeks notice in writing to the Company of the date upon which they propose to commence paternity leave stating the period of leave to be taken and shall, at the same time, produce to the Company the statutory declaration referred to in subparagraph 20.3(b);
- (c) The Company by not less than 14 days notice in writing to the employee may require the employee to commence paternity leave at any time within the six weeks immediately prior to the presumed date of confinement (applicable for maternity leave only);

- (d) An employee shall not be in breach of this clause as a consequence of failure to give the stipulated period of notice in accordance with subparagraph 20.4 (c) hereof if such failure is occasioned by the confinement occurring earlier than the presumed date.

20.5 Transfer to a safe job (Maternity Leave Only)

- (a) Where, 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 shall, 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.
- (b) If the transfer to a safe job is not practicable, the employee may, or the Company may require the employee to, take leave for such period as is certified necessary by a registered medical practitioner. Such leave shall be treated as maternity leave for the purposes of paragraphs 20.1.10 - 20.1.13 hereof.

20.6 Variation of Period of Paternity Leave

Provided the maximum period of paternity leave does not exceed the period to which the employee is entitled under paragraph 20.1(a) hereof:

- (a) The period of paternity leave may be lengthened once only by the employee giving not less than 14 days notice in writing stating the period by which the leave is to be lengthened;
- (b) The period may be further lengthened by agreement between the Company and the employee;
- (c) The period of paternity leave may, with the consent of the Company, be shortened by the employee giving no less than 14 days notice in writing stating the period by which the leave is to be shortened.

20.7 Cancellation of Parental Leave

- (a) Paternity leave, applied for but not commenced, shall be cancelled when the pregnancy terminates other than by the birth of a living child;

- (b) Where the pregnancy of an employee then on maternity leave terminates other than by the birth of a living child, it shall be the right of the employee to resume work at a time nominated by the Company which shall not exceed four weeks from the date of notice in writing by the employee to the Company that she desires to resume work.

20.8 Effect of Paternity leave on Employment

Subject to this clause, notwithstanding any Agreement or other provision to the contrary, absence on paternity leave shall not break the continuity of service of an employee but shall not be taken into account in calculating the period of service for any purposes of any relevant Agreement or agreement.

20.9 Termination of Employment

- (a) An employee on paternity leave may terminate their employment at any time during the period of leave by notice given in accordance with this Agreement;
- (b) The Company shall not terminate the employment of an employee on the ground of their absence on paternity leave, but otherwise the rights of the Company in relation to termination of employment are not hereby affected.

20.10 Return to work after Paternity leave

- (a) An employee shall confirm their intention of returning to work by notice in writing to the company given not less than four weeks prior to the expiration of her period of paternity leave;
- (b) An employee, upon returning to work after paternity leave shall be entitled to the position which they held immediately before proceeding on paternity leave or, in the case of an employee who was transferred to a safe job pursuant to subclause 20.5 hereof, to the position which they held immediately before such transfer or in relation to an employee who has worked part-time during a pregnancy the position she held immediately before commencing such part-time work.
- (c) Where such position no longer exists but there are other positions available which the employee is qualified for and is capable of performing, she shall be entitled to a position as nearly comparable in status and pay to that of her former position.

20.11 Replacement employees

- (a) A replacement employee is an employee specifically engaged as a result of an employee proceeding on paternity leave;
- (b) Before the Company engages a replacement employee the Company shall inform that person of the temporary nature of the employment and of rights of the employee who is being replaced;
- (c) Before the Company engages a person to replace an employee temporarily promoted or transferred in order to replace an employee exercising their rights under this subclause, the company shall inform that person of the temporary nature of the promotion or transfer and of the rights of the employee who is being replaced.
- (d) Nothing in this subclause shall be construed as requiring the Company to engage a replacement employee.

This clause shall be read in conjunction with clause 21 – Continuous Service.

21. CONTINUOUS SERVICE

In calculating the length of service for persons employed under this agreement, service shall be deemed to be continuous notwithstanding:

- Any interruption or termination of the employment by the company if such interruption or termination has been made merely with the intention of avoiding obligations hereunder in respect of leave of absence.
- Any absence from work on account of sickness or accident (subject to subclause (b) of this clause) or military service.
- Any absence due to reasonable cause (other than as set out in subparagraphs (1) and (2) hereof) proof whereof shall be upon the employee.

For the purpose of this clause in calculating the period of twelve months continuous service, absence on account of sickness or accident shall be deemed to be part of the period of continuous service:

- Where the employee is not entitled to any sick leave accumulated under this agreement, to the extent of 76 hours in any twelve months.

- Where the employee is entitled to sick leave accumulated under this agreement, to the extent of 76 hours or to the extent of the accumulated under this agreement, to the extent of the accumulated entitlement whichever is the greater.

For the purpose of this clause a month shall be reckoned as commencing with the beginning of the first day of the employment or period of employment in question and as ending at the beginning of the day which in the following month has the same date number as that which the commencing day had in its month, and if there be no such day in such following month it shall be reckoned as ending at the end of such following month.

22. DISCIPLINE - WARNING PROCESS

22.1 Counselling

This step is an example of positive discipline that reinforces good behaviour and assists in setting standards.

- Instruction ensures that the employee knows how to do the job
- Direction guides the employee in the performance of the job
- Correction ensures the employee understands what standards of performance or conduct the employer requires.

This step involves informal discussion with the appropriate supervisor and employee and is not a formal disciplinary step. Nevertheless, managers and supervisors are strongly encouraged to make a diary note of any discussion they have had with an employee regarding performance or conduct. Such diary note should be signed and dated.

22.2 Disciplinary Procedures

The employer has the right to dismiss an employee on the grounds of poor performance or misconduct provided that the dismissal is carried out in a fair way.

In particular:

- (a) The employer should have made clear to the employee the likelihood of their dismissal if their work performance or conduct did not improve;

- (b) The employee should have been allowed both time and resources to improve their performance or conduct; and
- (c) The employee must have been allowed an opportunity to respond to the allegations raised by the employer.

23. TERMINATION OF EMPLOYMENT

23.1 Notice of Termination by Company

- In order to terminate the employment of an employee (other than a casual or probationary employee – whose notice shall be one day) the company shall give to the employee such notice (or payment in lieu thereof) as provided below:

Period of Continuous Service	Period of Notice
3 Month Probationary Period.....	Nil
3 months and up to the completion of 1 year.....	1 week
<i>(unless for failure to meet minimum performance standards –</i>	<i>1 day)</i>
.....	
1 year and up to the completion of 3 years.....	2 week
3 years and up to the completion of 5 years.....	3 weeks
5 years and over.....	4 weeks

1 week additional notice shall be paid where an employee is over the age of 45 years.

- Employment may be terminated by part of the period of notice specified and part payment in lieu thereof.
- The period of notice shall not apply in the case of dismissal for conduct that justified instant dismissal, including malingering, inefficiency, dishonesty, misconduct or neglect of duty, or for absence from work without reasonable cause, or in the case of casual employees engaged for a specific period of time or for a specific task(s).
- For the purpose of this clause, continuity of service shall be calculated in the manner prescribed by clause 22 of this agreement.

23.2 Time off work during the notice period

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

23.3 Notice of termination by employees

- The notice of termination required to be given by an employee shall be the same as that required of the company, save and except that there shall be no additional notice based on the age of the employee concerned.
- If an employee fails to give notice or complete the notice period, the company shall have the right to withhold monies due to the employee with a maximum amount equal to the ordinary time rate of pay for the period of notice either required or not completed.

24. SUPERANNUATION

The employer shall provide such superannuation benefits as is necessary to meet the requirements of the Superannuation Guarantee Legislation.

The definition of “ordinary time earnings” for the purpose of calculating an employee’s national earnings base shall mean the wages received for the performance of the ordinary hours of work and not inclusive of bonuses or incentives.

The definition of “approved fund” shall be as per the Award.

Signed for and on behalf of)
DISCOUNT PACKAGE HOLIDAYS)
TELE-SALES EMPLOYEES)

in the presence of:)

.....

.....

Spokesperson

.....

Witness

Signed for and on behalf of)
DISCOUNT PACKAGE HOLIDAYS)

in the presence of:)

.....

.....

.....

Witness