

# ENTERPRISE AGREEMENT

NO: E.A. 89 /1994

DATE REGISTERED: 24-3-94.

PRICE: \$ 22-00.

# **ENTERPRISE AGREEMENT**

## **1.0 PARTIES TO THE AGREEMENT**

This enterprise agreement, made in pursuance of Chapter 2 of Part 3 of Division 2 - Enterprise Agreements - of the Industrial Relations Act 1991, entered into on 25 August 1993 between KWIKASAIR ADMINISTRATION a division of TNT EMPLOYMENT PTY LIMITED ("the company") on the one part and the casual employees of KWIKASAIR DIRECT MARKETING SERVICES (KDMS) within the following occupations of CASUAL TELEMARETERS on the other part.

## **2.0 TITLE OF AGREEMENT**

The agreement shall be known as the "KDMS Casual Employees Enterprise Agreement".

## **3.0 INTENTION**

The agreement shall apply only to those employees in the occupation(s) identified and engaged by the company currently at:

- (i) 75 - 79 O'Riordan Street, Alexandria, New South Wales.

This location shall be the place of employment for employees.

## **4.0 DURESS**

The parties to this agreement agree that agreement has been reached through consultation and consensus and decided upon by secret ballot of the employees present, without duress by any party.

## **5.0 INCIDENCE & DURATION**

This agreement shall totally regulate the terms and conditions of employment during the nominal period of the agreement and thereafter until the agreement is varied, rescinded, or replaced with another agreement. The agreement shall operate from the date of registration and shall remain in force for a nominal period of twenty-four (24) months unless varied, rescinded or replaced earlier by the provisions provided for within the Industrial Relations Act, 1991.

## 6.0 ENTERPRISE AGREEMENT

The following is the agreement reached between the casual employees and management of the company.

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### 6.2 OBJECTIVES

The objectives of the agreement are to establish an enduring and profitable enterprise through the efficient and effective provision of high quality services that benefit the employees, the company, its clients and the community generally.

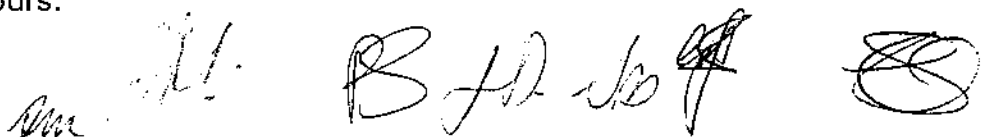
### 6.3 HOURS OF EMPLOYMENT

- i) The agreed hours of work and commencement times per day may be changed by the employer with 24 hours notice or less in extenuating circumstances to suit the needs of the business from time to time.

This clause will relate to employees that work irregular hours less than 40 hours.

Employees will not be required to work more than 40 hours in any one week. Any hours in excess of 40 hours will be on a voluntary basis.

- ii) Each period of engagement shall be for no less than three (3) hours.



**6.4 WAGE RATES**

- i) The wage rate agreed in this agreement for the classifications defined in clause 6.5 are the total hourly wage rates of pay, inclusive of the basic wage for adult persons.
- ii) The total hourly wage rate for each hour worked for:
  - a) **Telemarketer Grade 1**
    - i) From 6.00 a.m. to 10.00 p.m. Monday to Friday - \$13.50 per hour worked
    - ii) After 10.00 p.m. and before 6.00 a.m. Monday to Friday - \$16.50 per hour worked
    - iii) Saturday, Sunday and Public Holidays - \$16.50 per hour worked
  - b) **Telemarketer Grade 2**
    - i) From 6.00 a.m. to 10.00 p.m. Monday to Friday - \$14.50 per hour worked
    - ii) After 10.00 p.m. and before 6.00 a.m. Monday to Friday - \$17.50 per hour worked
    - iii) Saturday, Sunday and Public Holidays - \$17.50 per hour worked

**6.5 DEFINITIONS**

- i) **Telemarketer Grade 1** shall mean:

They are responsible and accountable for their own work which is performed within established guidelines. They exercise limited discretion within the range of their skills and knowledge. Supervision is general.

Relevant skill levels are:

1. To touch type at 40 w.p.m. with 98% accuracy
2. To use one or more computer screen applications to operate and populate a database to achieve a desired result; to use simple menu utilities of a computer; follow standard procedures or template for the presetting functions using existing models/fields of information; correct, maintain and generate simple reports.
3. Acquire and apply working knowledge of the current campaigns in order to deal with enquiries at the first instance; to establish telephone contact in a clear audible professional manner following accepted protocol and scripted procedures.

6.5 **Definitions (contd)**

ii) **Telemarketer Grade 2** shall mean:

They are responsible and accountable for their own work and exercise discretion and initiative in the organisation of work within prescribed limits. Supervision is limited.

Relevant skill levels are:

1. As per Grade 1
2. Apply knowledge of intermediate functions to manipulate data, i.e. modify fields of information, develop new basic databases or spreadsheet models; spreadsheet, perform reconciliation.

6.6 **ANNUAL LEAVE**

Annual leave loading in lieu of annual leave entitlement of 1/12 of the hourly rate has been included within the hourly rates as depicted in clauses clause 6.4 (ii) (a) (i) or 6.4 (ii) (b) (i).

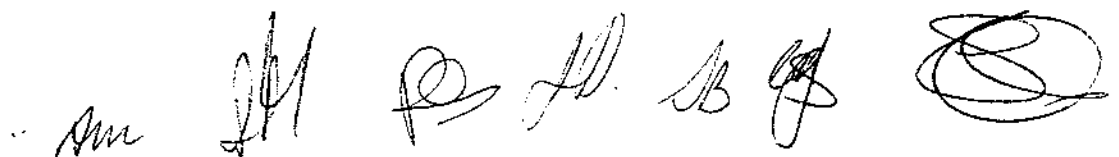
6.7 **SICK LEAVE**

Sick leave loading in lieu of sick leave entitlement equivalent to five (5) days per annum has been included within the hourly rates as depicted in clause 6.4 (ii) (a) (i) or 6.4 (ii) (b) (i).

6.8 **PUBLIC HOLIDAYS**

Allowance for the absence of Public Holidays has been included within the hourly rates as depicted in clause 6.4 (ii) (a) (i) or 6.4 (ii) (b) (i).

Persons engaged to work on a proclaimed Public Holiday shall be paid the hourly rate depicted in clause 6.4 (ii) (a) (ii) or 6.4 (ii) (b) (ii).



7.0 **MEAL BREAKS**

- i) An unpaid meal break of 30 minutes shall be taken at times agreed between the employee and employer between four (4) hours and six (6) hours after commencing work to suit the needs of the business.

7.1 **PAYMENT OF WAGES**

- i) Employers shall be engaged by the hour, for a minimum of three (3) hours for each period of engagement, and will be paid weekly.
- ii) Payment of wages shall be by Electronic Funds Transfer (EFT) and shall be available to the employee by midday on the designated pay day.

Where through no fault of the company there is a delay in the availability of wages, the company shall not be penalised. Where the company is at fault for a delay then waiting time up to a maximum of one (1) hour will be paid.

7.2 **TRAINING**

The parties acknowledge that the company reserves the right to select those employees required to undergo training or further training and the times of such.

7.3 **SUPERANNUATION**

- i) Superannuation payments will be made on behalf of each employee in accordance with the requirements of the Superannuation Guarantee (Administration) Act 1992.
- ii) Employer contributions will be paid into an approved fund agreed between the employee and the company.

#### 7.4 GRIEVANCE PROCEDURES

- i) It is the intention of this clause to implement procedures to resolve individual employee grievances promptly by conciliation and consensus between both the employer and the employee without work restrictions, bans or stoppages occurring.
- ii) The following procedures are to be adopted in the resolution of individual employee grievances.
  - a) An employee having a grievance is to notify (in writing or otherwise) his immediate supervisor and the supervisor shall attempt to resolve the grievance in the first place within 24 hours.
  - b) In the event the grievance cannot be resolved at this level the supervisor shall refer the grievance to more senior management for resolution within a further 24 hours.
  - c) Senior management, on becoming aware of the grievance, shall meet with the employee with a response to the grievance, provided the grievance has not been resolved, including reasons for not implementing any proposed remedy.
  - d) At the conclusion of these discussions, the employer shall provide the employee with a response to the grievance, provided the grievance has not been resolved, including reasons for not implementing any proposed remedy.
  - e) Should the grievance still remain unsolved the employee and senior management may agree to the involvement of an agreed third party or parties to hear and attempt to resolve the grievance.
  - f) If the foregoing procedures fail to resolve the issue within a reasonable period, the grievance shall be referred to the Industrial Relations Commission of New South Wales for resolutions and such resolutions shall be binding on all parties.
  - g) Whilst the above procedures are being followed normal work is to continue.

**7.5 CONDITIONS OF EMPLOYMENT**

- i) All employees prior to being placed on an availability listing for future periods of engagement, will be subject to a probationary period of three (3) months to determine the persons suitability.
- ii) The company reserves the right to implement a standard of conduct to which employees shall abide. Such a standard is to be placed on a notice board and may be varied from time to time.
- iii) It is the responsibility of each employee to ensure that he/she is aware of the conditions and he/she abides by those conditions once placed on the notice board.
- iv) A person offered engagement on a particular day or days and is unable to work that day or days is to advise the company immediately that they are aware of their inability to attend on the agreed day(s). The failure to advise the company may result in no further periods of engagement being offered.
- v) The company maintains the rights to offer periods of engagement based on merit and ability.
- vi) Seniority of engagement will not hinder any decisions if work declines and there is a need for reductions in the availability listing.
- vii) The Company maintains the right to remove a person from the availability listing due to unsatisfactory performance provided warnings and/or counselling is/are given on three (3) previous occasions.

**7.6 WORK PAUSES/OTHER DUTIES**

- i) Where a person is engaged in such activities that the company determines work pauses/other duties are required, such pauses shall be no less than five (5) minutes in each hour of continuous work.



**7.7 WAGE ADJUSTMENT**

- i) This agreement has a nominal period of 24 months. Variations to the agreement shall be in accordance with the provisions of the Industrial Relations Act 1991.
  
- ii) The procedure for the review of wage rates as prescribed in clause 6.2.3 will be annually by consideration on the variation of the agreement to reflect the percentage (%) wage movements in:
  - a) ABS 6302 "Average Weekly Earnings, States and Australia" for the NSW Sector

or

  - b) will be adjusted to reflect decisions of the Industrial Commission of NSW in State wage cases.
  
- iii) whichever is the least in (ii) above.

**SIGNED** for and on behalf of  
Kwikasair Administration, a Division  
of TNT Employment Pty Limited by  
John L. Murray National Administration  
Manager in the presence of:



**JOHN L. MURRAY**

Witness: *Richard P.*

Name (Printed): *P. CADDEN*

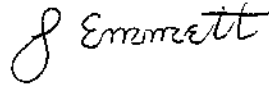
Dated: *13.10.93*

KDMS - CASUAL TELEMARETERS

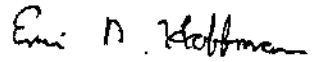
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23 Henzel Road  
GREEN POINT NSW 2250



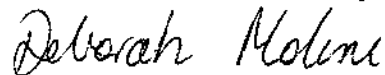
EMMETT, Jo-Ann Deborah  
41 Railway Terrace  
LEWISHAM NSW 2049



HOFFMANN, Erin B  
22 Tioswell Street  
ST MARYS NSW 2760




MOLINI, Deborah Frances  
21 Knight Street  
ARNCLIFFE NSW 2205




MURRAY, Sandra Tracy  
1/16 Junction Road  
PEAKHURST NSW 2210



MAITLAND-PARR, Judith  
1904/73 Victoria Street  
POTTS POINT NSW 2011



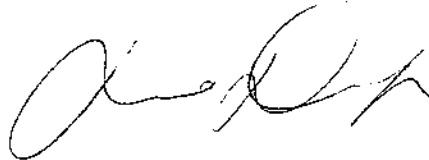
SCIANNI, Jenny  
78 Maloney Street  
EASTLAKES NSW 2018



SKOLARIKIS, Poppy  
12 Snape Street  
KINGSFORD NSW 2032



DOYLE, Lisa  
50 Smith Street  
HILLSDALE NSW 2036



NOTICE OF APPOINTMENT

Industrial Registrar  
Registry of the Industrial Relations  
Commission of New South Wales  
DX 874  
Sydney

Dear Sir

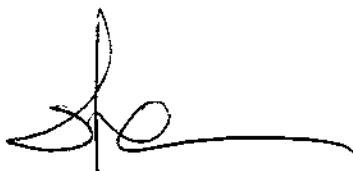
KDMS CASUAL EMPLOYEES ENTERPRISE AGREEMENT

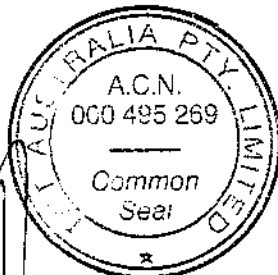
TNT Australia Pty Limited, ACN 000 495 269 and TNT Employment Pty Limited, ACN 000 673 334 hereby give notice that John L Murray has authority to execute the Kwikasair Direct Marketing Services Casual Employees Enterprise Agreement.

TNT Australia Pty Limited and TNT Employment Pty Limited hereby give notice that this authority shall cease upon execution of the Agreement dated 25 August 1993.


Dated this 18<sup>th</sup> day of JANUARY 1994.

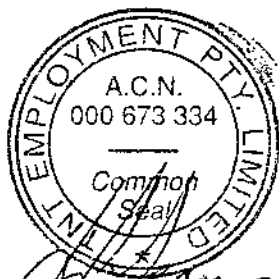
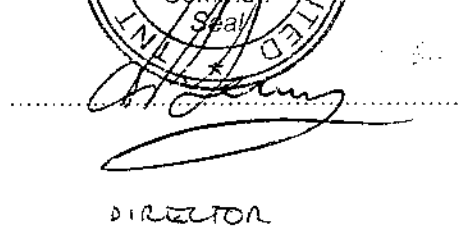
THE COMMON SEAL of TNT )  
AUSTRALIA PTY LIMITED is )  
affixed in the presence of )

  
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SECRETARY

  
  
DIRECTOR

THE COMMON SEAL of TNT )  
EMPLOYMENT PTY LIMITED )  
was hereunto affixed in the presence )  
of )

  
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SECRETARY

  
  
DIRECTOR