

# ENTERPRISE AGREEMENT

NO: E.A. 334 /1996

DATE REGISTERED: 5-12-96

PRICE: \$ 26-00

## **1. Parties**

An Enterprise Agreement, made in pursuance of the New South  
Wales Industrial Relations Act, entered into between;

**InfoDirect Pty Limited**

of

**Lachlan Tower, Level 1, Suite 3,  
17-21 Macquarie Street, Parramatta NSW 2150**

of the one part

and

**Works Committee of InfoDirect employees**

of

**Lachlan Tower, Level 1, Suite 3,  
17-21 Macquarie Street, Parramatta NSW 2150**

of the other part

at

**InfoDirect, the following occupations:**

**Customer Information Agents**

**Assistant Supervisors**

It is agreed by the Parties as follows:

**2. Title:**

This Agreement shall be known as the "InfoDirect Enterprise Agreement - 1995".

**3. Arrangement**

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**4. Duress**

This Agreement was not entered into under duress by either party.

**5. Job Classifications**

***Customer Information Agent***

Reports to the Shift Supervisor or Supervisor Assistant

The Customer Information Agent's major roles are:

- provide detailed Rail, Bus and Ferry Information using the InfoDirect database and hard copy timetables to CityRail, Sydney Buses and Sydney Ferry customers.
- provide quality Customer Service to all callers following quality guidelines as set out in the InfoDirect Quality Service Manual ensuring that all enquiries are promptly and effectively answered.

### ***Supervisor Assistant***

Reports to Shift Supervisor or Contract Manager

The Supervisor Assistant's major roles are;

- perform Supervisor duties on Saturdays and Sundays and as required by the Contract Manager.
- provide assistance to Contract Manager and Supervisors as required
- provide detailed Rail, Bus and Ferry Information using the InfoDirect database and hard copy timetables to CityRail, Sydney Buses and Sydney Ferry customers.
- provide quality Customer Service to all callers following quality guidelines as set out in the InfoDirect Quality Service Manual ensuring that all enquiries are promptly and effectively answered.

**6. Wage Ranges (Per Annum)**

	\$
Customer Information Agents	20,000 - 23,000
Casual	20,000 + 20% loading
Assistant Supervisor	27,000 - 30,000

**7. Hours of work**

The employee hours of work shall be an average thirty-eight (38) hours per week during a fourteen (14) day cycle

A fourteen (14) day rotating roster which will provide for ten (10) shifts of seven (7) hours thirty-six (36) minute duration.

The shift hours for permanent employees will be:

- 5.54 am to 2.00 pm
- 8.00 am to 4.06 pm
- 12.00 pm to 8.06 pm
- 1.00 pm to 9.06 pm
- 2.00 pm to 10.06 pm
- 3.54 pm to 12.00 midnight

The following shift penalties shall apply:

Evening Shift (Finish later than 6 PM)	+17%
Saturday	+50%
Sunday	+75%
Public Holiday	+150%

These hours are subject to change at the discretion of the Contract Manager.

**8. Meal Breaks / Rest periods**

The employee shall be allowed a meal break of not less than thirty (30) minutes. The employee shall not be required to work more than five (5) hours without a break for a meal unless agreed otherwise between the employee and employer.

The employee will also be provided with a maximum of three, five (5) minute breaks during a shift. Breaks should be used to stretch the arms, legs, neck etc. and exercise the eyes as per OH & S requirements.

**9. Night Travelling**

The Employer shall be responsible for the safe transport of employee's to vehicles or railway stations, working late shifts

**10. Rostered Days Off**

If the employee is required to work on a Rostered Day Off (RDO) then the employee shall be paid at the overtime rates as in clause ~~20~~<sup>21</sup> for the hours worked.

**11. Contract of Employment**

*Full-time*

A full-time employee is entitled to the fortnightly wage and shall be available, ready and willing to perform work as required in accordance with their skill and competence.

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### *Part-time*

Part-time employment is one engaged for less than 38 hours per week but not less than 15 hours per week on a regular and continuous basis. Provided that hours of part-time work between 30-38 hours shall be subject to agreement between the employee and the employer.

### *Casual*

A casual employee is one engaged and paid as such, and shall be guaranteed not less than four hours' engagement every start.

## **12. Sick Leave**

For periods of genuine illness or incapacity where the employee is unable to attend work the employee will be entitled to five (5) days for the first year, eight (8) days for the second year and ten (10) days per year thereafter which will be cumulative for a period of 12 years.

Payment will be at his/her ordinary base wage.

All sick leave must be verified by a Doctor's Certificate.

## **13. Annual Leave**

Customer Information Agents and Supervisor Assistants will be entitled to five (5) weeks Annual leave following each 12 months of continuous employment. Payment of annual leave will be an average of the last 6 month's salary or base salary plus 17½% whichever is the greater.



Annual Leave can be taken in a five (5) week block or in two blocks made up of three (3) and two (2) weeks.

**14. Long Service Leave**

An employee's long service entitlement will accord with the New South Wales Long Service Leave Act.

**15. Bereavement Leave**

The employee shall be entitled to five (5) days paid leave per annum in the event of the death of a spouse (including a defacto spouse), parent (including step and foster parents), brother or sister (whether natural, step or foster), child, stepchild and parent-in-law.

**16. Other Leave**

Absences for study, etc., may be granted either as paid or unpaid leave subject to prior approval from the Contract Manager.

**17. Payment of Wages**

Wages will be paid fortnightly by electronic funds transfer (EFT) direct to the employee's nominated bank account. A review of the employee's wage will occur at his/her employment anniversary date each year. All reviews will be based on work performance e.g call rate, attendance, availability and attitude towards work and other team members.

## **18. Training**

Ongoing Systems and Transport knowledge training will be provided both on an individual basis and in group training sessions.

## **19. Disciplinary Procedures**

Where required the disciplinary procedure will be as follows:

- At the first and second instance, the employer is required to give the employee concerned a written warning.
- At the third instance, this is the final warning and can lead to instant dismissal.

Notwithstanding the above the employer shall have the right to dismiss any employee without notice for conduct that justifies dismissal, including malingering, inefficiency or neglect of duty and in such cases the wages shall be paid up to the time of dismissal only.

## **20. Grievance / Dispute Procedure**

The Grievance procedure allows for the resolution of an individual employee's grievances at the appropriate level of management and to the satisfaction of all the parties involved.

There are four (4) steps to the settlement of a grievance:

1. Employee should discuss any grievance they have with their immediate Supervisor / Manager as soon as the grievance

becomes apparent. Supervisor / Manager is to give consideration to the grievance and attempt to resolve the matter.

2. If the employee believes that the grievance has not been resolved to his/her satisfaction he/she may request that the matter be referred to the Personnel Manager.
3. If the employee still believes that the grievance remains unresolved he/she may request that the matter be referred to the next level of management for a final decision.
4. If the matter still cannot be resolved the matter may be referred to the New South Wales Industrial Relations Commission by either party, for determination. Such determination will be accepted by the parties to this Agreement.

Supervisor/ Manager dealing with an employee grievance are to ensure that the matter is attended to quickly and that all parties to the matter are kept informed of progress, and ultimately the decision, on the grievance.

## 21. Overtime and Meal Allowance

The following rates shall be paid for overtime work:

Outside the times of beginning and ending of a normal shift as prescribed in Clause ~~6~~<sub>7</sub> of this Agreement.

Time and a half for the first two hours and double time thereafter calculated on a daily basis.

*Handwritten signatures and initials:*  
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An employee required to work overtime for any period in excess of two hours after ordinary finishing time (if after 6pm) shall be paid an allowance of \$7.50 as meal money. Provided that such meal allowance shall not be payable to an employee who can reasonably return home for a meal.

## **22. Time off in lieu of Overtime worked**

Where overtime is worked it can be paid in accordance with Clause 20 or if agreed with the Manager time off in lieu of payment at a rate equivalent to actual hours worked.

## **23. Clothing**

The following clothes shall be issued to all staff. This uniform will consist of:

- three (3) InfoDirect knitted polo shirts (Royal Blue)
- one (1) InfoDirect sweat-shirt (Red)

The uniform should be worn with Black trousers/pants or a Black skirt and Black shoes. Uniforms must be kept clean and be worn at all times.

## **24. Redundancy**

Redundancy / Severance pay provisions will accord with the New South Wales Test Case Provisions.

**25. Jury Service**

The Company will re-imburse the amount equal to the difference between the amount paid for the employee attending jury and his/her base wage had the employee not been on Jury Service.

**26. Public Holidays**

The employee will be entitled to the following public holidays:

New Years Day	Australia Day
Good Friday	Easter Monday
Easter Saturday	Anzac Day
Queens Birthday	Labour Day
Christmas Day	Boxing Day
InfoDirect Anniversary Day (13th March)	

No payment will be made if absent from work the day before or day after a public holiday without a satisfactory reason.

**27. Maternity / Paternity Leave**

This will accord with the New South Wales Industrial Relations Act 1991.

**28. Occupational Health and Safety**

Both InfoDirect and its employees bound to this Agreement shall cooperate positively in respect of obligations pursuant to the Occupational Health and Safety Act 1983.

The employee have a duty whilst at work to take reasonable care for the health and safety of his/herself and of other persons who may be affected by his/her acts or omissions. The employee also have a duty to cooperate with the Company in complying with any statutory duty or requirement concerning health and safety at work. In particular the employee should acquaint themselves with all health, safety and fire procedures at InfoDirect. The employee and employer also has a legal responsibility to exercise due care and diligence in the discharge of his/her duties.

**29. Superannuation**

The Company will pay an amount equal to 6% (or any other amount as prescribed in the Superannuation Guarantee Charge) of the employee's base wage into the Serco Superannuation Fund.

**30. Termination of Service**

Should your service be terminated by the employer or you give the employer notice of termination the following notice period shall apply;

Not more than 1 year service	At least 1 week
More than 1 year but not more than 3 years	At least 2 weeks
More than 3 years but not more than 5 years	At least 3 weeks

More than 5 years  
If over 45 years of age and atleast 2 years  
continuous

at least 4 weeks  
an extra week

Notwithstanding this, the employer may pay you salary in lieu of notice.

Nothing in this agreement will limit the employers ability to summarily dismiss you for misconduct, neglect of duty or inefficiency.

**31. Privileged Information**

All employees are required to comply with company policy applying from time to time and pursuant to their contract of employment in relation to privileged information.

**32. Smoking**

Employees are required to comply with company policy in relation to smoking for their particular work area.

*[Handwritten signatures and initials]*  
A.  
B.  
19.  
LP

**33. Equal Employment Opportunity/Affirmative Action**

The company complies with all relevant legislation on Equal Employment Opportunity/Affirmative Action, the employee is required to comply with any company policy (see attached) or furthermore any procedures that are implemented.

**34. Sexual Harassment**

Sexual Harassment of any kind, as well as being unlawful, is contrary to Company values of being easy to deal with and treating fellow employees with respect. Sexual harassment has been defined as use of words or physical behaviour of a sexual nature which is unwelcome or offensive to an employee and is either repeated or has a detrimental effect on an employees employment, performance or job satisfaction. If an employee feels he/she has been harassed in any form, the employee should follow the steps of the Grievance procedure and also report this action to their EEO/AA Representative.

**35. Productivity**

The employees are committed to improving productivity and to make an effort to work as a team striving for continual improvement. The work conditions are in the InfoDirect Standards for Quality Service guidelines. The employees must show the employer that they are prepared to abide to the Quality Service Guidelines and are dedicated to do their best.

The employer will provide Individual monthly reports to employees on the 15th of each month. This will provide a guide of how the employees are performing and hence feed-back needed to improve performance.



Summaries, attendance and management comments will also be included.

The following will also require the commitment from all employees covered by this agreement:

- minimum 17 calls are required every half hour on average.
- the employees must be at their work station ready to commence receiving calls at their rostered start time and finish at their rostered finish time.
- a lunch break is a 30 minute break.
- a five minute break is a 5 minute break
- if the employee puts their name down in the overtime book, then they **must** be available to work that overtime.

### **36. Term of Agreement**

This Agreement shall operate from the date of registration and shall remain in force for a period of 3 years unless varied or terminated by the provisions provided by the Act.

Signed for and on behalf of

**The InfoDirect Works Committee**

Jacquelyn Reynolds

**Witness**

Joanna Vasiliadis

**Witness**

Robert Pollard

**Witness**

Shane Grahovac

**Witness**

*J. Reynolds*  
*J. Vasiliadis*  
*R. Pollard*  
*S. Grahovac*

*[Witness Signatures]*

Signed for and on behalf of

InfoDirect Pty Limited

**Witness**



*[Signature]*  
*[Signature]*  
 JEFFERY SMITH

## AFFIRMATIVE ACTION POLICY: TO ALL STAFF

I am pleased to announce that in accordance with the requirements of the *Affirmative Action (Equal Employment Opportunity for Women) Act 1986*, Serco Australia has established an Affirmative Action Program for women. The objective of our program is to provide equal employment opportunity for all employees of Serco Australia, resulting in a workplace free of discrimination.

The Affirmative Action Program is aimed at ensuring that all employees and applicants for employment are treated fairly, basing selection only on factors relevant to the job, such as skills, qualifications, abilities and aptitude.

I am strongly committed to the objectives of this program. Since people are our most important resource we must ensure that skills and potential are recognised, developed and utilised to best advantage, so that we obtain the best person for the job.

Jodi Smith our Personnel Assistant has been appointed Affirmative Action Officer. She is to prepare details of the Affirmative Action Program and provide advice and assistance to all in the company. Jodi will be working under the direction of Trevor Townsend, Personnel Manager, who will co-ordinate the company's program.

Our Affirmative Action Program will involve a statistical analysis of Serco Australia's workforce to establish the employment patterns of women and men in the Company. It will also include a review of all personnel policies and practices in the areas of recruitment and selection, promotion, staff development, training and transfers, especially considering their impact on women.

A series of objectives and forward estimates will then be developed and these will constitute the company's goals for the program. The program will be monitored and evaluated regularly.

The formulation of objectives for the Affirmative Action Program are, I believe, crucial to our overall development and success. I am sure that I can rely on your co-operation and support.

  
Stephen Ell  
MANAGING DIRECTOR

