

AUSTRALIAN INDUSTRIAL RELATIONS COMMISSION

*Workplace Relations Act 1996*  
s.170LK Agreement with employees (Division 2)

**Salmat Teleservices Pty Ltd**  
(AG2003/9259)

**SALMAT TELESERVICE PTY LTD ENTERPRISE AGREEMENT**

Telecommunications services

VICE PRESIDENT LAWLER

16 DECEMBER 2003

**CERTIFICATION OF AGREEMENT**

On the basis of the undertakings pursuant to s.170LV of the *Workplace Relations Act 1996* (“**the Act**”) given by Salmat Teleservices Pty Limited that:

1. Where, in relation to any 6 month period beginning in January or June, an employee or ex-employee, within 3 months after the expiry of such period, so requests, Salmat Teleservices Pty Limited undertakes to calculate the salary the employee would have earned in the six month period under the *Contract Call Centre Industry Award 2003* and, where that amount exceeds the amount actually paid to the employee, pay the employee the difference.

2. Salmat Teleservices Pty Ltd undertakes to send by email a copy of these undertakings to all employees who are covered by the *Salmat Teleservice Pty Ltd Enterprise Agreement* and to provide a copy of these undertakings to all future employees covered by that agreement who are engaged while that agreement remains in operation.

in accordance with s.170LT of the Act, the Commission hereby certifies the *Salmat Teleservice Pty Ltd Enterprise Agreement* being the attached written agreement.

This agreement shall come into force from 16 December 2003 and shall remain in force until 15 December 2006.

BY THE COMMISSION:



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20/10/2019

# SALMAT TELESERVICE PTY LTD ENTERPRISE AGREEMENT

## CERTIFICATION OF AGREEMENT

### 1. PREAMBLE AND INTENTION OF AGREEMENT

The purpose of this Agreement is to regulate the terms and conditions of employment of employees of Salmat Teleservices Pty Ltd employed in Call Centres and providing inbound and outbound teleservices. This Enterprise Agreement is designed to ensure flexibility in employment practices within the business conducted by Salmat Teleservices Pty Ltd and reflects a restructure of salaries and positions.

This Agreement shall form the complete agreement covering all terms and conditions of employment. It shall operate to the exclusion of any and all other agreements or awards.

### 2. ARRANGEMENT.

This Agreement is arranged as follows:

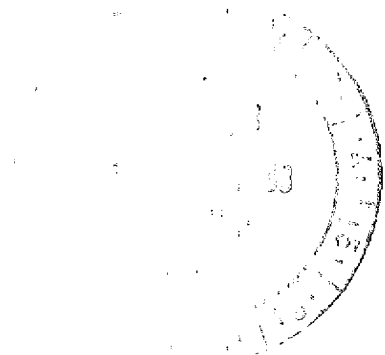
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### 3. PARTIES BOUND

This Agreement binds:

3.1. SALMAT TELESERVICES PTY LTD (ACN 078 610 090), (the employer) and

3.2 Each of the employees ("the employees") employed by the employer in the classifications set out herein, employed by Salmat Teleservices Pty Ltd in the state of Victoria.



#### **4. STATUS AND AIM OF AGREEMENT**

4.1 This Agreement shall cover all terms and conditions of employment of the employee.

4.2 The employees agree that they were provided with copies of the Agreement and 14 days written notice of the employer's intention to make this Agreement and that the employer took reasonable steps to explain the terms of the Agreement to all employees.

4.3 The parties to this Agreement agree that it has been fully discussed between them and that no party has agreed to it under duress.

#### **5. DATE AND PERIOD OF OPERATION**

5.1 This Agreement shall commence on the day of its certification by the Australian Industrial Relations Commission (AIRC) and shall operate for a period of three (3) years from that date.

#### **6. WAGE RATES**

6.1 Effective from the first pay period on or after approval of this Agreement by the AIRC the following rates of pay will apply:

Classification	Salary Range From	Salary Range to
Casual Customer Services Representative (CCSR)	\$15.50 per hour	\$17.50 per hour
Customer Services Representative	\$15.50 per hour	\$18.50 per hour
Senior Customer Services Representative	\$16.50 per hour	\$19.50 per hour

6.2 The employer, having regard to relevant competencies shall determine the employees' classification and position within the appropriate salary range.

6.3 Employees' hourly rate will be increased by:

\* 2% effective from the first pay period on or after 1 July 2003, (and, if applicable, backdated to the 1<sup>st</sup> July 2003)

\* a further 2% from the first pay period on or after 1 July 2004, and

\* a further 2% from the first pay period on or after 1 July 2005.

6.4 Wages shall be paid weekly (in respect of permanent part-time and casual employees) and monthly (for all other employees) by electronic funds transfer to an account in a financial institution. Each employee shall be given a statement of earnings within 48 hours of the electronic funds transfer.

#### **7. HOURS OF WORK/OVERTIME**

7.1 The ordinary hours of work are between 6.00am – 10.00pm Monday to Friday and 6.00am – 6.00pm Saturday. The ordinary hours of work for full-time employees shall not exceed an average of 37.5 hours per week over a work cycle.

7.2 Hours that are worked outside the ordinary hours of work will attract the following additional payment for those particular hours actually worked outside the relevant spread:

7.2.1 10.00pm – 6.00am Monday to Friday 20%

7.2.2 After 6pm Saturday 20%

7.2.3 All day Sunday 20%

7.3 The maximum number of ordinary hours that can be worked on any one day will be 12. A minimum of 3 ordinary hours will be paid per engagement. A minimum 10 hour break will apply between finishing work on one day and commencing work on another.

7.4 Overtime is time worked in excess of 37.5 hours per week. Overtime will be paid at ordinary hourly rates, with the following exception:

7.4.1 If a CSR works overtime outside of ordinary hours, the CSR will receive overtime calculated in accordance with overtime rules and the penalty loading of 20% of ordinary hourly rate of pay on those hours worked outside core hours.

However, any request for an employee to work overtime, will be on a voluntary basis. No employee will be obligated to work in excess of 8 hours overtime per week, or be forced to work any overtime should their personal circumstances make this impractical at the time. In the event of situations arising over which the management has no control it may be necessary from time to time in order to ensure appropriate service is provided, that employees may be required to work overtime. In these circumstances, personal factors will be taken into account.

7.5 The company will endeavour to distribute rosters one week in advance, and in cases where this is not possible they will be distributed on Tuesday PM before the commencement of the next rostered shift.

## 8. BREAKS

No employee will be required to work more than 5 hrs continuously without a meal break. Employee entitlement to breaks will be as follows:

Rostered Hours	Paid Breaks	Unpaid Breaks
3 – 3.5 hours	1 x 15 minutes	Not applicable
4 – 5 hours	2 x 10 minutes	Not applicable
5.5 – 6.5 hours	2 x 10 minutes	1 x 30 minutes
7 – 9 hours	2 x 15 minutes	1 x 30 minutes
9.5 – 10 hours	3 x 15 minutes	1 x 30 minutes

## 9. PUBLIC HOLIDAYS

9.1 Full time staff, not required to work on a public holiday will be paid for that day.

9.2 Part-time employees are entitled to those public holidays which occur on their normal working days and will be paid their normal hours of work. Where a public holiday occurs on a day that is not a normal working day, part-time employees are not entitled to payment for that day. The previous four-week roster will be used in determining normal working days.

9.3 Casual employees not required to work on a public holiday are not entitled to payment for that day.

9.4 If a full time or part time employee is required to work on a public holiday, they will be paid as follows:

a) Full time staff will be paid their ordinary rate of pay for all time worked or will receive a day in lieu in addition to being paid for the public holiday as defined in clause 9.1.

b) Part time staff will be paid their ordinary rate of pay for all hours worked in addition to being paid for the public holiday as defined in clause 9.2.

9.5 Casual staff who work on a national public holiday will be paid time and half of their ordinary rate of pay.

## **10. CASUAL EMPLOYEES**

10.1 The parties acknowledge the necessity to engage casual labour for irregular and short term campaigns.

10.2 Casual employees will be reviewed after completing 450 hours with the employer, and subject to the availability of a permanent position and a satisfactory performance review, will be considered for a full-time or part-time position with the employer.

The offer of permanent employment is at the discretion of the employer and is subject to operational requirements of the company.

10.3 A casual employee will be paid for hours worked at their ordinary hourly rate plus a 15% loading.

## **11. CONTRACT OF EMPLOYMENT**

11.1 Employees may be engaged on a full-time, part-time or casual basis. A part time employee is employed on a minimum of 12 hours (unless a greater amount is agreed in a separate letter of offer) and a maximum of 36.5 hours per week and those hours of work may be varied by agreement between the employer and employee.

11.2 All new full-time or part-time employees shall be employed on 3 calendar months probation, during which period either party may terminate the employment contract by the giving of one week's notice, or payment in lieu.

11.3 In the event of termination of employment of full-time or part-time employees, one week's notice (or payment in lieu) is required by either party during the 3 month probationary period. Thereafter the period of notice (or payment in lieu) by either party will correspond with the employee's frequency of payment of wages.

The employer may terminate an employee's employment immediately for serious or gross misconduct, without notice or payment in lieu.

11.4 In the event of termination by the employer due to bona-fide redundancy, in addition to the applicable notice under 10.3 above, an employee shall be entitled to the amount of severance pay indicated below for the corresponding period of continuous service.

Period	Payment if under 45 years of age	Payment if over 45 years of age
1 year or less	Nil	Nil
More than 1 year	4 weeks	5 weeks
More than 2 years.	7 weeks	8.75 weeks
More than 3 years	10 weeks	12.5 weeks
More than 4 years	12 weeks	15 weeks
More than 5 years	14 weeks	17.5 weeks
More than 6 years	16 weeks	20 weeks

## **12. SUPERANNUATION**

12.1 The employer will contribute the minimum amounts required under the Superannuation Guarantee (Administration Act) 1992.

12.2 Superannuation contribution shall be paid into the Colonial Master Trust Superannuation Fund, or such other approved complying fund nominated by the employer.

## **13. LEAVE ENTITLEMENT**

13.1 Annual leave and long service leave shall be in accordance with the relevant, applicable state legislation. No leave loading is payable as it is included in the rates set out in Clause 6.1.

13.2 Sick leave will be available to full time employees (and pro rata to part time employees) on the basis of:

- \* For the first 3 month, sick leave without payment
- \* For the subsequent 9 months, 5 days paid leave entitlement
- \* For subsequent years, 8 days paid leave entitlement per annum on a pro rata basis, accumulative

13.3 Bereavement Leave of up to 2 days paid leave will be available per occasion to full time and part time employees upon production of satisfactory evidence to the employer of the death of an immediate family member. For the purpose of this clause 'immediate family' shall include spouse (including a former spouse, a de facto spouse and a former de facto spouse) of the employee. Immediate family shall also include a child or an adult child (including an adopted child, a stepchild or an ex-nuptial child), parent, grandparent, grandchild or sibling of the employee or spouse of the employee.

13.4 Any combination of leave under 12.1 and 12.2 above will be available to full time and part time employees as Personal Carers, Leave for the care of immediate family or household members for which the employee is the primary carer.

13.5 Defined employees (full time and part time) with at least 12 months continuous service are entitled to 52 weeks unpaid leave, for the purposes of Maternity, Paternity or Adoption leave. Continuous service includes previous parental leave and absences authorised by the company.

13.6 The company may at its discretion authorise periods of leave without pay, and whilst they won't break the employee's continuity of service, they shall not be counted as time worked for the purpose of calculation of annual leave and long service leave.

#### **14. CONSULTATIVE COMMITTEE**

14.1 The parties will establish a Workplace Committee to assist in the improvement of productivity and efficiency, and to provide for the effective involvement of all employees in the decision making process, where appropriate.

14.2 Representatives from the employees will be nominated and, if required, an election will be held. Terms will be for a 2 year period, or lesser periods to fill casual vacancies.

14.3 At the request of a valid majority of applicable employees, fresh nominations for their Workplace Committee representative can be called during a term. In such instances, the process outlines in Clause 13.2 above would be followed.

#### **15. DISPUTES PROCEDURE**

15.1 If one or more employees has a grievance with the employer concerning any matter or concerning the interpretation, application, or operation of this Agreement, or a question, dispute or difficulty arises concerning employment under this Agreement, the grievance, question, dispute or difficulty shall be resolved as follows:

a) Work shall continue normally.

b) In the first instance the grievance shall be discussed between the employee, or employees, and the employer.

c) In the event that the parties cannot resolve the grievance it shall at the expense of the employer, be referred to a mutually agreed arbitrator whose decision will be accepted by both parties.

d). In the event that the parties cannot agree on an arbitrator, the grievance/dispute shall be referred to the Australian Industrial Relations Commission for resolution.

#### **16. NO FUTHER CLAIMS**

The parties agree that until the nominal expiry date of this agreement its terms will encompass all issues and conditions connected with the employment relationship between the parties to the agreement, and that they will not for the duration for the Agreement pursue ANY further claims except when consistent with this Agreement.

#### **17. RENEGOTIATION**

17.1 The parties commit to discussions for a replacement Agreement to commence operation three months prior to the conclusion of this Agreement.

17.2 The parties agree to a commitment to linking all future wage movements to productivity improvements.

Signed for and on behalf of  
SALMAT TELESERVICES PTY LIMITED

On the 1 day of October 2003

Signature of Authorised person

Office held General Manager - Teleservices

Name of Authorised Person – Howard Mereine

Signature of Witness

Name of Witness – Katie Rob, Human Resources Coordinator

Signed for and on behalf of

THE EMPLOYEES

On the 1 day of October 2003

Signature of Authorised Person  
Representative

Office Held - Senior Customer Service

Name of Authorised Person – Rachel Walker

Signature of Witness

Name of Witness – Jeanette Colombo

Minimum Wages 1 July 2003 – 1 July 2005

Upon certification the following minimum ordinary hourly rates will apply:

**1 July 2003**

Classification	Salary Range From	Salary Range to
Casual Customer Services Representative (CCSR)	\$15.81 per hour	\$17.85 per hour
Customer Services Representative	\$15.81 per hour	\$18.87 per hour
Senior Customer Services Representative	\$16.83 per hour	\$19.89 per hour

**1 July 2004**

Classification	Salary Range From	Salary Range to
Casual Customer Services Representative (CCSR)	\$16.13 per hour	\$18.21 per hour
Customer Services Representative	\$16.13 per hour	\$19.25 per hour
Senior Customer Services Representative	\$17.17 per hour	\$20.29 per hour

**1 July 2005**

Classification	Salary Range From	Salary Range to
Casual Customer Services Representative (CCSR)	\$16.45 per hour	\$18.57 per hour
Customer Services Representative	\$16.45 per hour	\$19.63 per hour
Senior Customer Services Representative	\$17.51 per hour	\$20.70 per hour