

REGISTER OF

ENTERPRISE AGREEMENTS

ENTERPRISE AGREEMENT NO: EA04/79

TITLE: **iMC Enterprise Agreement**

I.R.C. NO: IRC3/6748

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COVERAGE/DESCRIPTION OF

EMPLOYEES: Applies to customer service representatives (Grade 3 under the Clerical and Administrative Employees (State) Award) employed by Interactive Media Corporation Pty Ltd (iMC), known in iMC as Call Centre Team Associates (CCTAs)

PARTIES: iMC Interactive Media Corporation Pty Ltd , Marcus Jamil Richa -&- Lillian Ayoub, Dylan Brown, Mark Burza, Aaron James Davis, Daisy Davidson, Gul Karci, Peter Krockenberger, Rebecca Lambert, Dan Li

INTERACTIVE MEDIA CORPORATION ENTERPRISE AGREEMENT

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1. Title of the Agreement

This Agreement shall be known as the iMC Enterprise Agreement.

2. Parties to the Agreement

The Enterprise Agreement is made in accordance with the provisions of sections 115-142 of the *Industrial Relations Act 1996*. The parties to this Enterprise Agreement are Interactive Media Corporation (iMC) and the employees of iMC.

3. The Enterprise

The enterprise for which this Agreement was made is Interactive Media Corporation Pty Ltd (ACN 069 435 516) located at Level 1, HSBC Building, 580 George Street, Sydney, NSW.

4. Trades or Occupations

The occupation covered by this Agreement is customer service representatives (Clerical and Administrative Award Grade 3), known in iMC as Call Centre Team Associates (CCTAs).

5. Intention

This Agreement shall only apply to Call Centre Team Associates located at Level 1, HSBC Building, 580 George Street, Sydney, NSW.

6. Duress

This Agreement was not entered into under duress by any party to it.

7. Incidence

The Agreement shall regulate totally the terms and conditions of employment previously regulated by the Clerks and Administrative Employees (State) Award (NSW).

8. Term

This Agreement shall operate from the date of registration and shall remain in force for a period of 3 years unless varied or terminated earlier by the provisions provided by the *Industrial Relations Act 1996*.

9. No Extra Claims

The parties bound by this proposal undertake not to pursue any further claims or conditions other than those provided for in this Agreement.

10. Definitions

"Casual Employee" means an employee classified as such under clause 13.4

"Call Centre Team Associate" (CCTA) means an employee engaged as a customer service representative by iMC. The principle job description is equivalent to the Clerical and Administrative Award Grade 3 classification outlined below.

A Grade 3 position is described as follows:

- (a) The employee may work under limited supervision with checking related to overall progress.
- (b) An employee at this grade may be responsible for the work of others and may be required to co-ordinate such work.
- (c) An employee at this grade applies knowledge with depth in some areas and a broad range of skills. Usually, work will be performed within routines, methods and procedures where some discretion and judgement is required.

Indicative tasks of a Grade 3 position are:

Unit	Element
Information Handling	Prepare new files Identify and process inactive files Record documentation movements
Communication	Respond to telephone, oral and written requests for information Draft routine correspondence Handle sensitive inquiries with tact and discretion
Enterprise	Clarify specific needs of client/other employees Provide information and advice Follow-up on client/employee needs Clarify the nature of a verbal message Identify options for resolution and act accordingly
Technology	Maintain equipment Train others in the use of office equipment Select appropriate media Establish document structure Produce documents
Organisational	Co-ordinate own work routine with others Make and record appointments on behalf of others Make travel and accommodation bookings in line with given itinerary

Team	Clarify tasks to achieve group goals Negotiate allocation of tasks Monitor own completion of allocated tasks
Business Financial	Reconcile accounts to balance Prepare bank reconciliations Document and lodge takings at bank Receive and document payment/takings Despatch statements to debtors Follow up and record outstanding accounts Despatch payments to creditors Maintain stock control records

"Call Centre Team Leader" (CCTL) means an employee engaged to manage a Call Centre.

"Employee" means a signatory to this Agreement or a person who is subsequently employed by the Company as a Call Centre Team Associate.

"Full-time Employee" means a Call Centre Team Associate classified as such under subclause 13.2.

"Ordinary Hours of Work" means the usual number of hours an employee will be required to work as defined under subclause 14.2.

"Part-time Employee" means a Call Centre Team Associate classified as such under subclause 13.3.

"Probationary Period" means a period of 3 months during which the employee's performance will be evaluated with a view to assessing suitability for full time employment.

"Public Holiday" means the day observed in New South Wales as Christmas Day, Boxing Day, New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Queen's Birthday, Labour Day and any day gazetted as a public holiday for the whole of New South Wales.

"Shift" means a period of time for which a Call Centre Team Associate is rostered to work.

"Total Salary Package" means the total remuneration for which a Call Centre Team Associate is eligible as defined under clause 15.

"Bonus Pay" means that payment that is linked to the achievement of Company goals as defined under subclause 15.3.

11. Introduction

This Agreement shall be known as the iMC Enterprise Agreement.

Both Interactive Media Corporation (iMC) and iMC employees (CCTAs) covered by this Agreement recognise the need to continue implementation of an appropriate minimum income and working environment for iMC employees. This Agreement satisfies that need.

11.1 Commitment

This Agreement reflects the commitment of iMC and its CCTAs to develop a high performance, learning organisation and provides the basic conditions for the establishment of a constructive working relationship between iMC and its CCTAs.

iMC and its CCTAs have agreed to work co-operatively to develop a committed, flexible and highly skilled workforce that is focused on customer accountability, high performance and a working environment that is mutually rewarding to the Company and its employees.

This is to be achieved by the acceptance of, and an ongoing commitment to, iMC's Big 6 Values and a recognition of the obligations of the Company and the CCTAs as set out in this Agreement.

11.2 iMC's Big 6 Values

- (a) Teamwork
- (b) Continuous Learning
- (c) Customer Accountability
- (d) Open Mindedness
- (e) High Performance
- (f) Strategic Entrepreneurship

11.3 iMC's Obligations

iMC is committed to nurturing and maintaining a working environment that:

- (a) is focused on high performance and the highest standards of customer accountability
- (b) seeks to fully utilise and develop all CCTAs' skills
- (c) provides a training and development system that enables all CCTAs to be kept up-to-date in both technical and leadership skills in order to satisfy iMC's work requirements and CCTA development
- (d) provides for the pursuit of flexible working conditions which better service the customer
- (e) is both safe and rewarding
- (f) provides for genuine consultation and concern for CCTA wellbeing

11.4 CCTAs' Obligations

All iMC CCTAs are committed to:

- (a) act as integral and professional members of the total iMC team by effectively undertaking all of their responsibilities
- (b) be accountable/responsible for their decisions and actions
- (c) deliver long-term customer satisfaction by fully utilising iMC's Systems and Programs
- (d) fully participate in relevant problem-solving and decision-making exercises
- (e) maintain high levels of competency in their job tasks and project work
- (f) act ethically, constructively and co-operatively with fellow iMC employees, customers and business associates
- (g) keep their work environment clean and tidy

12. Confidentiality

All iMC CCTAs will maintain confidential and secure all information about the Company and each other which is acquired through their employment at iMC. Confidentiality as described in this policy refers to both internal and external confidentiality and includes such information as:

marketing plans;

sales and pricing plans and policies;
customer information;
trade secrets and new product development plans;
financial information.

13. Terms and Conditions of Employment

13.1 Introduction

It is envisaged that the iMC workforce will primarily be full-time. However, to accommodate iMC's operational flexibility requirements, less than full-time employment will be available to supplement iMC's full-time employment focus.

13.2 Full-time Employees

Full-time employees (Call Centre Team Associates) will be engaged based on business needs and will be entitled to all of the benefits and conditions contained in this Agreement.

Full-time employees will be engaged to work 37.5 hours per week, or as an agreed alternative 75 hours per fortnight. Such hours to be worked on 7-day or, as an agreed alternative, 14-day or 28-day rotational shifts.

No full-time employee will be transferred to less than full-time employment without his/her written consent.

13.3 Part-time Employees

Persons employed by iMC to work on a regular basis for more than 12 hours in a week, but less than 37.5 hours, shall be deemed part-time employees.

Part-time employees will be entitled to an hourly rate equivalent to that of a full-time employee (as outlined under subclause 15.1 of this Agreement) and will be entitled to pro rata conditions provided in this Agreement based on the comparable full-time position. Any period of accrued leave or payment in lieu, where applicable, shall be paid on a pro rata basis.

13.4 Casual Employees

Persons may be employed as casual employees on an hourly basis. Casual employees will be engaged on an irregular basis for less than 24 hours each week. iMC will engage casual employees for not less than 4 hours on any day and each day shall be treated as a single engagement.

Casual employees will be entitled to an hourly rate equivalent to that of a full-time CCTA, plus a loading of 20% of the applicable Agreement rate (including a loading of 1/12th of the hourly rate for annual leave) in lieu of all leave provisions available to other categories of employees.

13.5 Junior Employees

Due to the shift-work nature of employment, iMC will not employ persons under the age of 18. All employees, regardless of age, are entitled and subject to the same conditions of employment and remuneration outlined in this Agreement.

13.6 Probationary Period

All full-time and part-time employees are subject to a probation period of 3 months. During this 3-month period iMC or the employee may choose to terminate employment with one week's notice from either party.

A probationary period gives iMC and the CCTA the opportunity to assess their performance and personality on the job. As it is important that the employee is aware of, and agrees to, the probationary period, details of the probationary period will be provided in the employee's letter of offer as well as during their initial recruitment interview.

To maximise the effectiveness of the probationary period, iMC will review the employee's performance with the employee both during and at the end of the probationary period. Furthermore, the employee will be encouraged and provided with adequate opportunity to provide their own feedback, and make their own judgements, about their suitability to the job.

iMC agrees to ensure that CCTAs receive full training in all aspects relevant to their employment.

14. Hours of Work

14.1 Introduction

iMC and its employees agree that there are 3 fundamental objectives for iMC to consider in determining how a CCTA's working hours are to be structured under this Agreement:

- (a) the most efficient production and delivery of service, 7 days a week;
- (b) the most effective way of servicing the customer;
- (c) the most effective way of meeting employees' needs for satisfying work, personal development, health and workplace safety.

14.2 Ordinary Hours of Work

The ordinary hours of work shall be a maximum of 37.5 hours a week, or in the alternative 75 hours per fortnight, averaged over a 4-week period, and which may be worked at any time, Monday to Sunday inclusive.

If a full-time employee commences work in the course of a 4-week period, the hours for the remaining part of that 4-week period must be averaged over that remaining part.

(i) Casual Employees

The spread of ordinary hours of work shall be the same as those worked by weekly employees.

(ii) Part-time Employees

The spread of ordinary hours of work, exclusive of meal times, shall be the same as those prescribed for weekly employees, but shall not, in any case, be less than 12 hours per week. The ordinary hours of work shall not exceed 7.5 hours per day.

14.3 Definitions for this Section

- (a) A "shift worker" means an employee whose ordinary hours of work are in accordance with the shifts defined in paragraphs (b), (c), (d), (e) of this subclause.
- (b) "Afternoon shift" means any shift finishing after 6.00 p.m. and at or before 11.00 p.m.
- (c) "Night shift" means any shift starting at or after 11.00 p.m. and at or before 5.00 a.m. or finishing subsequent to 11.00 p.m. and at or before 6.00 a.m.
- (d) "Permanent shift" means a night shift which does not rotate with another shift or shifts or day work and which continues for a period of not less than 4 consecutive weeks.

- (e) "7-day shift worker" means an employee who is rostered to work regularly on Sundays and public holidays.

14.4 Shift Work Arrangements

- (a) The employees acknowledge that the nature of iMC's business is such that CCTAs are employed to work as "7-day shift workers", and will regularly be required to work in the evenings or on weekends or both.
- (b) In determining its shift rosters, iMC shall ensure that the working hours average 37.5 hours per week over the duration of the shift cycle and that any variation from such average shall not be unreasonable. Where such arrangement of ordinary working hours is to exceed 7.5 hours on any day, the arrangement of hours shall be subject to the agreement of the employer and the majority of employees concerned.

Shift rosters shall be prepared by iMC after consultation with the relevant CCTAs and give CCTAs a minimum of 14 days' prior notice of the roster.

- (c) Any iMC initiated roster variation that does not permit 14 days' prior notice shall only occur on the basis of unforeseen or exceptional circumstances, for example, illness or emergency. Times of beginning and ending the shift of any employee may in any case be varied by agreement between the employer and the employee or, in the absence of agreement, may be varied by at least one week's notice given by the employer to the employee.
- (d) Employees are empowered, within criteria set up by the Call Centre Team Leader, to exchange shifts with fellow CCTAs subject always to local operational requirements.
- (e) CCTAs under 21 years of age shall not be employed on the night shift, except CCTAs not younger than 19 years of age whilst working on a training programme. The restriction on night shift shall not apply in these cases.
- (f) Each CCTA is entitled to two 10-minute breaks (paid) if they work a minimum of 5 hours. A CCTA working a full 7.5-hour shift is also entitled to an additional half an hour meal break to be taken within 4 -5 hours of beginning a shift.

15. Wages

15.1 Total Salary Package

iMC is committed to rewarding its employees for their contribution to the success of the business. To this end this Agreement commits iMC to paying all CCTAs a Total Salary Package with a further bonus payment on the achievement of Company goals.

iMC is committed to further revising and developing its Total Salary Package to further enhance the focus on individual and team productivity, teamwork and customer accountability. Development and implementation of the package, including relevant performance measurement criteria, will occur in consultation with employees.

iMC agrees that the minimum hourly rate for CCTAs is \$19.4974 or \$38,019.9906 per annum. Embedded within this rate are Saturday and Sunday loadings and holiday loading of 17.5% on 5 weeks' wages (at basic rate) or \$629.17. Rates for afternoon, night and permanent night shifts also include shift penalties and the rates are as follows:

Anytime Starting	Shift	Hourly Rate
6:00 a.m. - 11:59 a.m.	Day (basic)	\$19.4974
12:00 p.m. - 5:59 p.m.	Afternoon	\$21.4472
4:00 p.m. - 5:59 a.m.	Night/Permanent Night	\$22.4220/\$22.9095

This rate will be further reviewed at the commencement of each Fiscal Year and adjusted to reflect movement in the previous year's Consumer Price Index, in combination with Performance Accountability System (PAS), which is a performance measurement tool IMC employees are measured in the workplace. Performance Accountability System (PAS) is a process that leads CCTAs through the identification of what are the expectations of individual performance, measures performance against those expectations and develops and rewards performance against expectations. The process is carried on throughout the fiscal year to monitor performance and employee expectations.

15.2 Payment of Wages

- (i) Wages shall be paid fortnightly by electronic funds transfer into a bank account nominated by the CCTA.
- (ii) Overtime shall be paid on the payday immediately following the day the overtime is worked by the CCTA.
- (iii) On termination a CCTA shall be paid all monies due to them. Such monies shall be paid during the employee's working hours on the day of termination, or posted by pre-paid registered post to the CCTA on the next working day; provided that a CCTA may elect to return to collect any monies outstanding to them on the next working day.
- (iv) Where an employee is required to wait beyond the employee's ordinary ceasing time for payment of weekly or fortnightly wages or termination payment and such waiting time exceeds 15 minutes, the employee shall be paid at ordinary rates for the full period during which such employee is required to wait, except where such waiting time is occasioned by reasons beyond the control of the employer.

15.3 Bonus Pay

iMC operates on a Fiscal Year calendar of 1 October to 30 September. Bonus payments will be paid out to CCTAs based solely on the achievement of Company business performance goals, which are set by the Company.

16. Finishing at Night

- (i) Travelling to and from the workplace is the responsibility of the CCTA. However, if a CCTA commences or completes their rostered shift at or from 11.00 p.m. until 7.00a.m., IMC will fulfil their duty of care obligations and provide a Company taxi fare/parking subsidy up to the value of \$25.00.
- (ii) When a CCTA, working overtime, finishes work at a time when the usual means of transport are not available, then iMC shall:
 - (a) provide transport or shall pay the employee at his/her ordinary rate for the time occupied in reaching home;
 - (b) pay the employee any additional outlay incurred in reaching his/her home by reasonable means of transport.

17. Travelling Expenses

- (i) When a CCTA, in the course of his/her duty, is required to go to any place away from his/her usual place of employment, he/she shall be paid all reasonable expenses actually incurred.
- (ii) When a CCTA, in the course of his/her duty, is required other than in ordinary working hours to go to any place away from his/her usual place of employment, he/she shall be paid all reasonable expenses actually incurred and, in addition, shall be paid at the ordinary rates for half of any time occupied in travelling outside ordinary working hours which is in excess of the time normally occupied by him/her in travelling from his/her home to his/her usual place of employment.

- (iii) Any CCTA required to provide a motor car shall be paid the amount extra per week as set out in Item 4 of Table 2 - Other Rates and Allowances, of Part B, Monetary Rates, under the Clerical and Administrative Award (Grade 3).
- (iv) Where a CCTA is required by his/her employer to use his/her motor car on a casual or incidental basis, he/she shall be paid an amount as set out in Item 5 of the said Table 2 per kilometre travelled during such use.
- (v) If iMC provides a vehicle, iMC shall pay the whole of the cost of the upkeep, registration, insurance, maintenance and running expenses.

18. Uniforms

Where a CCTA is required or encouraged by iMC to wear a distinctive uniform, coat, overall or dress, or where the nature of the work performed by the employee requires the provision of protective clothing, the same shall be supplied by the employer, free of charge, to the employee. Such uniform or other clothing shall remain the property of iMC and the current issue thereof shall be returned to iMC in the event of the termination of the employment.

19. Overtime

Although every effort will be made to avoid overtime, it may be necessary for CCTAs to work occasional overtime hours, in order to fulfill iMC's client service obligations. iMC will compensate CCTAs who work extra hours with overtime pay or by granting days in lieu.

19.1 Overtime Pay

- (i) Overtime pay applies to all CCTAs and is calculated at a rate of time and one half on the applicable shift rate.

The overtime rates are as follows:

Day shift	\$29.2461 per hour
Afternoon Shift	\$32.1708 per hour
Night shift	\$33.6331 per hour
Permanent night shift	\$34.3642 per hour

All CCTA overtime will be authorised in advance by the CCTL. In computing overtime each day's work shall stand alone.

- (ii) Casual CCTAs - This clause shall apply to casual employees and in such cases overtime shall be calculated at a rate of time and one half on the casual rate of pay.
- (iii) When overtime work is necessary, it shall, wherever reasonably practicable, be so arranged that CCTAs have at least 10 consecutive hours off duty between the work of successive days. An employee, other than a casual employee, who works so much overtime between the termination of his/her ordinary work on one day and the commencement of his/her ordinary work on the next day that he/she has not had at least 10 consecutive hours off duty between those times shall, subject to this subclause, be released after completion of such overtime until he/she has had 10 consecutive hours off duty, without loss of pay, for ordinary working time occurring during such absence. If, on the instruction of iMC, such an employee resumes or continues work without having had such 10 consecutive hours off duty, he/she shall be paid at double rates until he/she is released from duty for such period and he/she then shall be entitled to be absent until he/she has had 10 consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

19.2 Meal Allowance

A CCTA required to work overtime in excess of one hour on any shift shall be paid a meal allowance of \$10.15. If overtime exceeds 5 hours on any shift, a further meal allowance of the same amount shall be paid.

19.3 Time off in Lieu of Payment for Overtime

- (i) A CCTA may elect, with the consent of the employer, to take time off in lieu of payment for overtime at a time or times agreed with iMC within 12 months of the said election.
- (ii) Overtime taken as time off during ordinary-time hours shall be taken at the ordinary-time rate, that is, an hour for each hour worked.
- (iii) If, having elected to take time as leave in accordance with subclause (i) above, the leave is not taken for whatever reason, payment for time accrued at overtime rates shall be made at the expiry of the 12-month period or on termination.
- (iv) Where no election is made in accordance with subclause (i), the employee shall be paid overtime rates in accordance with the Agreement.

Notation:

- (1) Records of remuneration paid and hours worked by employees will be kept in accordance with section 129 of the *Industrial Relations Act 1996*.

19.4 Work on a Rostered Day Off

- (a) A CCTA required to work on a rostered day off shall be paid at the rate prescribed in subclause 19.1 of this clause.
- (b) Where work is performed as prescribed in paragraph (a) of this subclause on a Sunday or a holiday, such CCTAs shall be paid a minimum of 4 hours at the appropriate rate.

20. Annual Leave

iMC full-time CCTAs are entitled to 20 days' paid annual leave for every year of service. CCTAs working 7-day shift rosters shall be allowed 5 additional days' paid annual leave. Annual leave entitlement falls due on the anniversary of the CCTA's hire date. It should be taken within 6 months of the leave falling due.

CCTAs may use up to 5 days' annual leave in advance of their accumulation on approval of the CCTL. Approved annual leave schedules may be changed due to changing business needs. Unused accumulated annual leave time will be paid out to terminated CCTAs.

20.1 Annual Leave Loading

Annual leave loading is calculated on 5 weeks' wages at the basic rate. This amount equates to \$629.16 and is embedded within the hourly rate. This amount is not refundable by iMC.

21. Long Service Leave

iMC CCTA long service leave entitlements shall be in accordance with the *Long Service Leave Act 1955*.

22. Personal/Carer's Leave

- (i) Use of Sick Leave
 - (a) A CCTA, other than a casual employee, with responsibilities in relation to a class of person set out in subparagraph 22(i)(c)(2) who needs the employees care and support shall be entitled to

use, in accordance with this subclause, any current or accrued sick leave entitlement provided for at clause 25, Sick Leave, for absences to provide care and support for such persons when they are ill. Such leave may be taken for part of a single day.

(b) The CCTA shall, if required, establish, by production of a medical certificate or statutory declaration, the illness of the person concerned and that the illness is such as to require care by another person. In normal circumstances, an employee must not take carer's leave under this subclause where another person has taken leave to care for the same person.

(c) The entitlement to use sick leave in accordance with this subclause is subject to:

(1) the CCTA being responsible for the care and support of the person concerned; and

(2) the person concerned being:

(i) a spouse of the employee; or

(ii) a de facto spouse who, in relation to a person, is a person of the opposite sex to the first-mentioned person who lives with the first-mentioned person as the husband or wife of that person on a bona fide domestic basis although not legally married to that person; or

(iii) a child or an adult child (including an adopted child, a stepchild, a foster child or an ex nuptial child), parent (including a foster parent and legal guardian), grandparent, grandchild or sibling of the employee or spouse or de facto spouse of the employee; or

(iv) a same-sex partner who lives with the employee as the de facto partner of that employee on a bona fide domestic basis; or

(v) a relative of the employee who is a member of the same household where, for the purposes of this paragraph:

(a) "relative" means a person related by blood, marriage or affinity;

(b) "affinity" means a relationship that one spouse because of marriage has to blood relatives of the other; and

(c) "household" means a family group living in the same domestic dwelling.

(d) A CCTA shall, wherever practicable, give iMC notice, prior to the absence, of the intention to take leave, the name of the person requiring care and their relationship to the employee, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the CCTA to give prior notice of absence, the employee shall notify iMC by telephone of such absence at the first opportunity on the day of absence.

(ii) Unpaid Leave for Family Purpose

A CCTA may elect, with the consent of iMC, to take unpaid leave for the purpose of providing care and support to a member of a class of person set out in subparagraph 22(i)(c)(2) above who is ill.

(iii) Annual Leave

(a) A CCTA may elect with the consent of iMC, subject to the *Annual Holidays Act 1944*, to take annual leave not exceeding 5 days in single-day periods or part thereof, in any calendar year at a time or times agreed by the parties.

- (b) Access to annual leave, as prescribed in paragraph (a) above, shall be exclusive of any shutdown period provided for elsewhere under this award.
 - (c) A CCTA and iMC may agree to defer payment of the annual leave loading in respect of single-day absences, until at least 5 consecutive annual leave days are taken.
- (iv) Time Off in Lieu of Payment for Overtime
- See subclause 19.3, Time Off in Lieu of Payment for Overtime.
- (v) Make-up Time
- (a) A CCTA may elect, with the consent of iMC, to work "make-up time", under which the employee takes time off during ordinary hours and works those hours at a later time, during the spread of ordinary hours provided in the award, at the ordinary rate of pay.
 - (b) A CCTA on shift work may elect, with the consent of iMC, to work "make-up time" (under which the employee takes time off ordinary hours and works those hours at a later time) at the shift work rate which would have been applicable to the hours taken off.
- (vi) Rostered Days Off
- (a) A CCTA may elect, with the consent of iMC, to take a rostered day off at any time.
 - (b) An CCTA may elect, with the consent of iMC, to take rostered days off in part-day amounts.
 - (c) Where iMC and CCTA agree, rostered days off may be accumulated which occur as a result of employees working in accordance with the provisions of this subclause. These accumulated days may be taken at any time mutually agreed between iMC and the employee.
- A CCTA may elect, with the consent of iMC, to accrue some or all rostered days off for the purpose of creating a bank to be drawn upon at time mutually agreed between iMC and CCTA or subject to reasonable notice by the CCTA or iMC.
- (d) This subclause is subject to iMC informing the Union if it has members employed at the particular enterprise of its intention to introduce an enterprise system of RDO flexibility, and providing a reasonable opportunity for the Union to participate in negotiations.

23. Religious Holidays

A CCTA who wishes to observe a religious holiday (not included on the Company's list of annual holidays) must notify iMC at least 3 weeks prior to the holiday. The CCTA may schedule the day off in one of the following ways:

as a day off without pay;

as a day off with pay, with an agreement to work a non-scheduled work day within four weeks before or after the religious holiday.

24. Sick Leave

iMC provides several wage replacement plans for CCTAs who are unable to work due to illness or injury. See iMC's Superannuation Scheme and Benefits Plans for more detail on these schemes. CCTAs suffering from illness or injury are entitled to the following sick leave:

First Year: 5 days on full pay.

Year 2 on: 8 days on full pay.

In cases where replacements are required, CCTAs should notify their CCTLs of an upcoming absence at least 2 hours prior to the start of their shifts. In the event that 2 hours' notice is not provided, and CCTAs haven't attempted to communicate with their CCTLs within 2 hours after their shifts have started, appropriate corrective action will be taken.

- (i) Full-time employees shall, subject to the production of a medical certificate or other evidence satisfactory to the employer (which may include a statutory declaration), be entitled to 5 days' sick leave during the first year of service and 8 days during the second and subsequent years of service on full pay. Provided that a statutory declaration shall be sufficient proof of sickness in respect of the first 2 single days' absence of an employee in any year.

Provided further that where an employee works more than 7.5 ordinary hours in any day, the employee shall not be entitled to leave in excess of 5 days of ordinary working time in the first year of service and 8 days of ordinary working time in the second and subsequent years of service.

(ii)

- (a) The CCTA shall, wherever practicable, before the commencement of absence, inform the employer of such employee's inability to attend for duty and, as far as possible, state the nature of the injury or illness and the estimated duration of the absence.
- (b) Where an employee does not notify the employer of the employee's inability to attend for duty prior to the commencement of the absence, the employee shall produce a medical certificate or the said employee shall not be entitled to payment for the first 8 hours of such absence.

Note: An employee's entitlement to sick in accordance with subclause (i) shall not be reduced as a consequence of the operation of this paragraph.

- (iii) The payment for any absence on sick leave in accordance with this clause during the first 3 months of employment of a CCTA will be withheld by iMC until the employee completes such 3 months of employment, at which time the payment shall be made.
- (iv) A CCTA shall not be entitled to sick leave on full pay for any period in respect of which such employee is entitled to workers' compensation; provided, however, that an employer shall pay to an employee who has sick leave entitlement under this clause, the difference between the amount received as workers' compensation and full pay. If iMC pays such difference, the employee's sick leave entitlement under this clause shall be proportionately reduced for each week during which such difference is paid.
- (v) If the full period of sick leave is not taken in any year, the whole or any untaken portion shall be cumulative from year to year; provided that iMC shall not be bound to credit a CCTA for sick leave which accrued more than 12 years before the end of the last completed year of service.
- (vi) Part-time CCTAs shall, subject to the provisions of this clause, be entitled to a proportionate amount of sick leave. The amount of sick leave to which a part-time employee is entitled in any year shall bear the same ratio to sick leave prescribed during that year of service for full-time employees as the part-time employee's normal ordinary hours of work for a week during such year would have borne to the number of ordinary hours worked by full-time CCTAs
- (vii) If a holiday (outlined under this Agreement) occurs during an employee's absence on sick leave, then such holiday shall not be counted as sick leave.

25. Bereavement Leave

- (i) A CCTA, other than a casual employee, shall be entitled to up to 5 days' bereavement leave without deduction of pay on each occasion of the death in Australia of a person prescribed in subclause (iii) of this clause. Where the death of a person as prescribed by the said subclause (iii) occurs outside Australia, the employee shall be entitled to 2 days' bereavement leave where such employee travels outside Australia to attend the funeral.

- (ii) The CCTA must notify iMC as soon as practicable of the intention to take bereavement leave and will provide, to the satisfaction of iMC, proof of death.
- (iii) Bereavement leave shall be available to CCTAs in respect to the death of a person/s prescribed as follows:
 - (a) a spouse of the employee; or
 - (b) a de facto spouse who, in relation to a person, is a person of the opposite sex to the first-mentioned person who lives with the first-mentioned person as the husband or wife of that person on a bona fide domestic basis although not legally married to that person; or
 - (c) a child or an adult child (including an adopted child, a stepchild, a foster child or an ex nuptial child), parent (including a foster parent and legal guardian), grandparent, grandchild or sibling of the employee or spouse or de facto spouse of the employee; or
 - (d) a same-sex partner; or
 - (e) a relative of the employee - "relative" means a person related by blood, marriage or affinity; "affinity" means a relationship that one spouse because of marriage has to blood relatives of the other.
- (iv) An employee shall not be entitled to bereavement leave under this clause during any period in respect of which the employee has been granted other leave.
- (v) Bereavement leave may be taken in conjunction with other leave available under clause 23, Personal/Carer's Leave. In determining such a request, the employer will give consideration to the circumstances of the employee and the reasonable operational requirements of the business.
- (vi) 2 days' paid leave will be granted in the event of the death of a CCTA's spouse's/partner's immediate family (except the CCTA's parents-in-law/partner's parents - see above) or a CCTA's close friend.

26. Statutory and Other Holidays:

- (i) New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Queen's Birthday, Eight Hour Day, Christmas Day, Boxing Day and an additional day's holiday to be observed pursuant to subclause (ii) of this clause, and any other day gazetted as a public holiday for the State shall be holidays for the purposes of this Agreement.
- (ii) In addition to the holidays specified in subclause (i) of this clause, a CCTA shall be entitled to one additional day as a holiday in each calendar year. Such additional holiday shall be observed on a day mutually agreed between the iMC and the CCTA. The additional holiday is not cumulative and must be taken within each calendar year.
- (iii) No deductions shall be made from the wages of weekly or part-time employees for the week in which any of the holidays, referred to in subclause (i) of this clause, fall.
- (iv) For work done on any of the holidays, referred to in subclause (i) of this clause, time and one half shall be paid with a minimum payment for 4 hours' work; or the CCTA may choose to take time in lieu of payment. See subclauses 19.1 and 19.3.
- (v) Where a CCTA is absent from the employee's employment on the working day before or the working day after a public holiday without reasonable excuse or without the consent of the employer, the employee shall not be entitled to payment for such holiday.
- (vi) If a public holiday falls on a CCTA's rostered day off, that CCTA will be entitled to a paid day off at a later date or shall be paid a half day's pay additional to his/her weekly wage. If a public holiday falls during a CCTA's annual leave, the CCTA will be entitled to another annual leave day at a later date.

27. Parental Leave

All CCTAs will be entitled to parental leave (maternity, paternity and adoption) in accordance with the *Industrial Relations Act 1996*. iMC policies will always be maintained to provide legislated benefits as a minimum (see Appendix A). iMC parental leave benefits will include:

- (a) the continuance of the standard level of Life and Total and Permanent Disability insurance cover under the iMC Superannuation Plan

28. Court Appearances

CCTAs will be granted time off work as required to appear in court.

Subpoenaed Witnesses

CCTAs who have been subpoenaed to appear in court (criminal or civil suits) as witnesses will be paid full salary for the duration of their court appearances, and will sign over to iMC any payments they receive to cover wages during their court appearances (although they may keep payments intended to cover expenses such as mileage and meals).

Criminal Charges and Civil Suits

CCTAs in court facing criminal charges and/or who are involved in private civil suits (but not as subpoenaed witnesses) will not be paid their wages while away from work to appear in court. Such absences will be considered unpaid personal leave or may be covered by unused annual leave credits.

29. Jury Service

CCTAs required to serve on a jury will be paid their full wages for the duration of their service on said jury. However, CCTAs will sign over to iMC any payments they receive to cover wages while serving on a jury (although they may keep payments covering expenses such as travel and meals).

An employee shall notify iMC as soon as possible of the date upon which he/she is required to attend for jury service. Further, the employee shall give iMC proof of his/her attendance, the duration of such attendance and the amount received in respect of such jury service.

30. Superannuation

The parties acknowledge the establishment of a superannuation fund (the iMC Superannuation Plan) which complies with the *Superannuation Guarantee Act 1992* and appropriate amendments. Employees may nominate an alternative superannuation fund of their choice.

All superannuation contributions required to be made by iMC in respect of its employees pursuant to any legislative requirement or contract of employment shall be to the appropriate superannuation fund.

31. Workers' Compensation

iMC and its employees recognise that we are all responsible to abide by the *Workers' Compensation Act 1987* and *Workplace Injury Management and Workers' Compensation Act 1998*.

32. Health Insurance

After 3 months of employment, all Call Centre Team Associates are eligible to join iMC's Health Insurance Scheme. Membership is voluntary with iMC covering 50% of yearly contributions on behalf of employees.

33. Occupational Health and Safety

The CCTAs and iMC agree to co-operate positively in respect of obligations pursuant to the *Occupational Health and Safety Act 1983*.

34. Enterprise Agreement Display

A copy of this Agreement shall be exhibited and kept exhibited in accordance with the provisions of the *Industrial Relations Act 1996*.

35. Lateness

This policy applies mainly to functions where timely arrivals are critical to supporting ongoing operations, such as reception duty and most CCTA positions. CCTAs expecting to be late for work will notify their CCTL and will make up the missed time. Persistent lateness will be subject to Corrective Development.

36. Labour Flexibility

- (i) For the purpose of increasing productivity and flexibility, as well as enhancing career opportunities for CCTAs, multi-skilling may extend by agreement between iMC and a CCTA to allow the employee to perform any work in an enterprise within the scope of his/her skills and competence.
- (ii) Discussion shall take place at iMC with a view to reaching agreement for CCTAs to perform a wider range of tasks, removal of demarcation barriers and participation of CCTAs in additional training.
- (iii) Notwithstanding the provisions of subclause (ii) of this clause, CCTAs shall perform a wider range of duties including work which is incidental or peripheral to their main tasks or functions.
- (iv) CCTAs shall perform such work as is reasonable and lawfully required of them by iMC, including accepting instruction from authorised personnel.
- (v) CCTAs shall comply with all reasonable requests to transfer or to perform any work provided for by the Agreement.
- (vi) CCTAs shall take all reasonable steps to ensure the quality, accuracy and completion of any job or task assigned to the CCTA.
- (vii) CCTAs shall not impose or continue to enforce existing demarcation barriers between the work covered by this Agreement, provided that it is agreed that the work lies within the scope of the skill and competence of the employee concerned.
- (viii) CCTAs shall not unreasonably impose any limitation or continue to enforce any limitations on supervisors or technical personnel demonstrating the use of new equipment or machinery, provided that the appropriate consultation in relation to the introduction of new technology has taken place.
- (ix) CCTAs shall not impose any restrictions or limitations on the measurement and/or review of work methods or standard work times, provided that appropriate consultation between iMC and CCTAs has taken place.

37. Corrective Development

CCTAs are expected to perform their responsibilities to the standards and expectations mutually established through their contract of employment, with their CCTL, or by iMC policy. When performance does not meet agreed standards, iMC will use progressive corrective development and discipline procedures to improve the CCTA's performance or behaviour to a satisfactory standard. This process aims to ensure that all CCTAs are dealt with fairly in their employment.

The intent of the corrective development procedure is to provide notice to the CCTA whose performance or conduct requires improvement. This notice provides the CCTA with an opportunity to improve in performance.

The following describes the corrective development procedure:

1. Initial counselling usually takes the form of a verbal conversation conducted privately during the workday. A notation of the dates of such conversation, topics discussed and any action agreed to be taken should be maintained by the CCTL.
2. Progression to a more formal counselling may be necessitated when verbal counselling does not result in the expected improvement or when any apparent deficiency in performance or conduct is more serious.

Formal counselling is usually conducted by the CCTL in consultation with the Team Director and/or Human Resources and will include:

- (a) identification of the performance or conduct deficiency;
 - (b) a summary of related prior counselling, including approximate dates, reasons and consequences;
 - (c) direction for improvement;
 - (d) a timetable for the employee to meet the performance expectations; and
 - e) a statement of the consequences of lack of improvement
3. Formal counselling sessions should be documented in a memorandum. A copy of the memorandum should be given to the counselled CCTA.
 4. If the counselling program is unsuccessful, or if the misconduct or failure is sufficiently serious, the CCTA's CCTL and/or Team Director may recommend disciplinary action up to and including termination. Termination must be recommended by the Team Director and Human Resources in advance.

Once the termination has been recommended as set out above, the CCTA must be informed of:

- (a) the performance deficiency, misconduct or failure in question; and
 - (b) an overview of the reasons which have lead to the recommendation for termination,
- and the CCTA shall be given an opportunity to respond to these matters.
5. If following a hearing of that response, the Team Director and/or Human Resources maintains the view that the termination recommendation is appropriate, the CCTA's employment may then be terminated in accordance with the terms and conditions of their employment.
 6. Serious misconduct or failure to perform duties will include, but is not limited to, the following:
 - (a) gross insubordination;
 - (b) abuse, rudeness or other behaviour which is, in the opinion of the Company, unacceptable to customers or other employees of the Company and which, in the opinion of the Company, is likely to injure or tend to injure the reputation, business or standing of the Company;
 - (c) neglect of, or failure to perform, duties of a serious nature;
 - (d) acts of dishonesty in relation to the Company's officers or other employees;
 - (e) breach of confidentiality of information pertaining to the Company or customers of the Company which, in the opinion of the Company, is likely to injure or tend to injure the reputation, business or standing of the Company;

- (f) drunkenness or other drug-taking behaviour which, in the opinion of the Company, adversely affects the performance of the CCTA;
- (g) misbehaviour such as repeated skylarking or practical joking which, in the opinion of the Company, could endanger the health and safety or affect working conditions of the other employees;
- (h) disobedience in carrying out lawful requests or directions of the CCTL or Team Director;
- (i) sexual harassment of any employee

38. Termination of Employment

All terminations at iMC will be conducted fairly, consistently, and in compliance with applicable employment legislation.

- (i) The employment of a full-time or part-time CCTA may be terminated only by 2 weeks' notice on either side which may be given at any time or by the payment by the employer or forfeiture by the employee of a week's pay in lieu of notice. This shall not affect the right of the employer to dismiss an employee without notice in the case of an employee guilty of misconduct.
- (ii) A CCTA with more than 2 months' service on leaving or being discharged shall, upon request, be given a reference or certificate of service in writing. Such reference or certificate of service shall at least contain information as to the length and nature of the employment of the CCTA. It shall be the property of the employee and shall be returned to him/her unnoted by a subsequent employer within 7 days of the engagement.

38.1 Resignations

Definition: When a CCTA decides to voluntarily and permanently leave the Company, resignation has occurred.

Resigning CCTAs must notify their CCTLs with 14 days' notice stating their intentions, in writing. Requests for letters of recommendation and references will be provided by the CCTL. Exit interviews will be conducted with resigning CCTAs by the Team Director.

38.2 Redundancies

Definition: A job becomes redundant where iMC no longer requires that particular job to be performed by anyone.

- (i) Application
 - (a) This clause shall apply in respect of full-time and part-time employees.
 - (b) Notwithstanding anything contained elsewhere in this clause, this clause shall not apply to employees with less than one year's continuous service and the general obligation on iMC shall be no more than to give such employees an indication of the impending redundancy at the first reasonable opportunity, and to take such steps as may be reasonable to facilitate the obtaining by the employees of suitable alternative employment.
 - (c) Notwithstanding anything contained elsewhere in this clause, this clause shall not apply where employment is terminated as a consequence of conduct that justifies instant dismissal, including malingering, inefficiency or neglect of duty, or in the case of casual employees, apprentices or employees engaged for a specific period of time or for a specified task or tasks or where employment is terminated due to the ordinary and customary turnover of labour.

(ii) Introduction of Change

(a) Employer's duty to notify

- (1) Where iMC 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 employer shall notify the employees who may be affected by the proposed changes and the Union to which they belong.
- (2) "Significant effects" include termination of employment, major changes in the composition, operation or size of the employer's workforce or in the skills required, the elimination or diminution of job opportunities, promotion opportunities or job tenure, the alteration of hours of work, the need for retraining or transfer of CCTAs to other work or locations and the restructuring of jobs.

Provided that, where the Agreement makes provision for alteration of any of the matters referred to herein, an alteration shall be deemed not to have significant effect.

(b) Employer's duty to discuss change

- (1) iMC shall discuss with the CCTAs affected and the Union to which they belong, inter alia, the introduction of the changes referred to in paragraph (a) above, the effects the changes are likely to have on employees and measures to avert or mitigate the adverse effects of such changes on employees, and shall give prompt consideration to matters raised by the employees and/or the Union in relation to the changes.
- (2) The discussion shall commence as early as practicable after a definite decision has been made by the employer to make the changes referred to in paragraph (a) of this subclause.
- (3) For the purpose of such discussion, iMC shall provide to the CCTAs concerned and the Union to which they belong, 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 likely to affect CCTAs, provided that any employer shall not be required to disclose confidential information the disclosure of which would adversely affect iMC.

(iii) Redundancy

(a) Discussions before terminations

- (1) Where iMC has made a definite decision that the employer no longer wishes the job the employee has been doing to be done by anyone pursuant to section (1) of subparagraph (a) of paragraph (ii) above, and that decision may lead to the termination of employment, iMC shall hold discussions with the employees directly affected and with the Union to which they belong.
- (2) The discussions shall take place as soon as is practicable after iMC has made a definite decision which will invoke the provision of section (1) of this paragraph and shall cover, inter alia, any reasons for the proposed terminations, measures to avoid or minimise the terminations and measures to mitigate any adverse effects of any termination on the employees concerned.
- (3) For the purposes of the discussion iMC shall, as soon as practicable, provide to the employees concerned and the Union to which they belong, all relevant information about the proposed terminations, including the reasons for the proposed

terminations, the number and categories of employees likely to be affected, and the number of workers normally employed and the period over which the terminations are likely to be carried out. Provided that any employer shall not be required to disclose confidential information the disclosure of which would adversely affect the employer.

(iv) Termination of Employment

(a) Notice for changes in production, programme, organisation or structure

This paragraph sets out the notice provisions to be applied to terminations by the employer for reasons arising from "production", "programme", "organisation" or "structure" in accordance with section 38.2(ii)(a)(1) above.

- (1) In order to terminate the employment of an employee, the employer shall give to the employee the following notice:

Period of Continuous Service	Period of Notice
Less than 1 year	1 week
1 year and less than 3 years	2 weeks
3 years and less than 5 years	3 weeks
5 years and over	4 weeks

- (2) In addition to the notice above, employees over 45 years of age at the time of the giving of the notice with not less than 2 years' continuous service shall be entitled to an additional week's notice.
- (3) Payment in lieu of the notice above shall be made if the appropriate notice period is not given. Provided that employment may be terminated by part of the period of notice specified and part payment in lieu thereof.

(b) Notice for technological change

This paragraph sets out the notice provisions to be applied to terminations by the employer for reasons arising from "technology" in accordance with section 38.2(ii)(a)(1) above:

- (1) In order to terminate the employment of a CCTA, iMC shall give to the employee 3 months' notice of termination.
- (2) Payment in lieu of the notice above shall be made if the appropriate notice period is not given. Provided that employment may be terminated by part of the period of notice specified and part payment in lieu thereof.
- (3) The period of notice required by this subclause to be given shall be deemed to be service with the employer for the purposes of the *Long Service Leave Act 1955*, the *Annual Holidays Act 1944*, or any Act amending or replacing either of these Acts.

(c) Time off during the notice period

- (1) During the period of notice of termination given by, a CCTA shall be allowed up to one day's time off without loss of pay during each week of notice, to a maximum of 5 weeks, for the purposes of seeking other employment.
- (2) If the CCTA has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the CCTA shall, at the request of the iMC, be required to produce proof of attendance at an interview or the CCTA shall not receive payment for the time absent.

(d) Employee leaving during the notice period

If the employment of a CCTA is terminated (other than for misconduct) before the notice period expires, the CCTA shall be entitled to the same benefits and payments under this clause had the CCTA remained with iMC until the expiry of such notice. Provided that in such circumstances the CCTA shall not be entitled to payment in lieu of notice.

(e) Statement of employment

iMC shall, upon receipt of a request from a CCTA whose employment has been terminated, provide to the CCTA with a written statement specifying the period of the employee's employment and the classification of or the type of work performed by the employee.

(f) Notice to Centrelink

Where a decision has been made to terminate CCTAs, the iMC shall notify Centrelink thereof as soon as possible giving relevant information, including the number and categories of the CCTAs likely to be affected and the period over which the terminations are intended to be carried out.

(g) Centrelink Separation Certificate

The employer shall, upon receipt of a request from a CCTA whose employment has been terminated, provide to the employee an "Employment Separation Certificate" in the form required by Centrelink.

(h) Transfer to lower-paid duties

Where a CCTA is transferred to lower paid duties for reasons set out in subparagraph (a) of paragraph (ii) above, the CCTA shall be entitled to the same period of notice of transfer as the employee would have been entitled to if the employee's employment had been terminated, and iMC may, at iMC's option, make payment in lieu thereof of an amount equal to the difference between the former ordinary-time rate of pay and the new ordinary time rate for the number of weeks of notice still owing.

(v) Severance Pay

(a) Where the employment of a CCTA is to be terminated pursuant to paragraph (iv) above, subject to further order of the Industrial Relations Commission, iMC shall pay the following severance pay in respect of a continuous period of service:

(1) If a CCTA is under 45 years of age, iMC shall pay in accordance with the following scale:

Years of Service	Under 45 Years of Age Entitlement
Less than 1 year	Nil
1 year and less than 2 years	4 weeks
2 years and less than 3 years	7 weeks
3 years and less than 4 years	10 weeks
4 years and less than 5 years	12 weeks
5 years and less than 6 years	14 weeks
6 years and over	16 weeks

- (2) Where an employee is 45 years of age or over, the entitlement shall be in accordance with the following scale:

Years of Service	45 Years of Age and over entitlement
Less than 1 year	Nil
1 year and less than 2 years	5 weeks
2 years and less than 3 years	8.75 weeks
3 years and less than 4 years	12.5 weeks
4 years and less than 5 years	15 weeks
5 years and less than 6 years	17.5 weeks
6 years and over	20 weeks

- (3) "Week's pay" means the all-purpose rate of pay for the employee concerned at the date of termination and shall include, in addition to the ordinary rate of pay, over-award payments, shift penalties and allowances provided for in the relevant award.

- (b) Incapacity to Pay

Subject to an application by the employer and further order of the Industrial Relations Commission, iMC may pay a lesser amount (or no amount) of severance pay than that contained in subparagraph (a) above.

- (c) Alternative Employment

Subject to an application by the employer and further order of the Industrial Relations Commission, iMC may pay a lesser amount (or no amount) of severance pay than that contained in subparagraph (a) above if iMC obtains acceptable alternative employment for a CCTA.

- (vi) Savings Clause

Nothing in this Agreement shall be construed so as to require the reduction or alteration of more advantageous benefits or conditions which a CCTA may be entitled to under any existing redundancy arrangement, taken as a whole, between the Union and iMC.

38.3 Dismissals

Definition: Otherwise known as summary dismissal, this is an instant, on-the-spot kind of termination. It is usually warranted only in severe breaches of law or Company policy.

Examples of dismissal reasons include:

stealing from the Company or fellow CCTAs;

leaving the Call Centre unattended and without justification (i.e. being carried away in an ambulance would be considered justifiable while going to a routine dental appointment without notifying a CCTA would not);

assaulting fellow CCTAs, customers or anyone else at work;

committing illegal acts on Company property or involving the Company in illegal activities.

Dismissals will be conducted in consultation with Human Resources and require iMC authorisation. If additional time is required for investigation prior to dismissing the CCTA, a short suspension (3 days or less) with pay may be considered. Severance pay will be in accordance with paragraph 38.2(v)

39. Secondary Employment

iMC CCTAs are not encouraged to take second jobs. Further, while they're employed at iMC, CCTAs will not accept employment with competitors, clients, or suppliers of iMC companies, nor will they engage in any external business activities with, or acquire financial interests in, companies which compete, directly or indirectly, with iMC. Before accepting secondary employment or engaging in external business activities, CCTAs must obtain the permission of their CCTL. Permission will be based on confidentiality and non-competition considerations, and the second job's potential impact on a CCTA's continuing productivity at iMC (the latter posing a potential conflict of interest for the CCTA).

The hours of work and responsibilities of the secondary job will not interfere with the CCTA's hours of work and responsibilities at iMC. CCTAs with approved secondary jobs will not disclose any confidential information to anyone employed by or associated with the second company. If a secondary job causes performance problems or in any way interferes with a CCTA's job at iMC, the CCTA will be required to give up the secondary job in order to maintain employment at iMC.

40. Harassment

iMC will maintain a workplace free of harassment of any kind and from any source, including fellow CCTAs, customers, suppliers and visitors. All complaints will be treated fairly and evenhandedly. See Appendix B for definition and detail.

41. Issue Prevention and Resolution

iMC and its employees agree to facilitate the constructive and speedy resolution of any issue of concern at the workplace and recognise that this commitment is critical to maintaining a culture of teamwork and co-operation and to ensuring that customers are guaranteed premium service from iMC. All issues of concern should, in the first instance, be processed within the iMC employee relations environment.

The Disputes and Grievances Handling procedure contained in Appendix C is to be used for preventing and settling disputes arising under this Agreement.

42. Training and Development

Definition of Training: development of knowledge and skills to be used immediately in order to perform a role to specific requirements.

Definition of Development: preparing and educating for future advancement to positions where one's capacity can be fully utilised.

- (i) The parties to this Agreement recognise that, in order to increase the efficiency, productivity and competitiveness of industry, a greater commitment to training and skill development is required. Accordingly, the parties commit themselves to:
 - (a) developing a more highly skilled and flexible workforce;
 - (b) providing CCTAs with career opportunities through appropriate training to acquire additional skills; and
 - (c) removing barriers to the utilisation of skills acquired.
- (ii) Following consultation with employees, iMC should develop a training programme consistent with:
 - (a) the current and future skill needs of the enterprise;
 - (b) the size, structure and nature of the operations of the enterprise;
 - (c) the need to develop vocational skills relevant to the enterprise through courses conducted on the job or by accredited institutions and providers.

- (iii) In developing a training programme, iMC will:
 - (a) disseminate information on the training programme and the availability of training courses and career opportunities to employees;
 - (b) monitor and advise on the ongoing effectiveness of the training;
 - (c) make suggestions on the specific training needs.
- (iv)
 - (a) If training is undertaken at iMC's request during ordinary working hours, the CCTA concerned shall not suffer any loss of ordinary pay.
 - (b) Any costs associated with standard fees for prescribed courses and prescribed textbooks (excluding those textbooks which are available in the employer's library) incurred in connection with the undertaking of training shall be reimbursed by iMC upon production of evidence of such expenditure. Provided that reimbursement shall also be on an annual basis subject to the presentation of reports of satisfactory progress.
 - (c) Travel costs incurred by a CCTA undertaking training in accordance with this clause which exceed those normally incurred in travelling to and from work shall be reimbursed by iMC.
- (v) CCTAs should undertake such training and retraining as required by iMC.
- (vi) Training and development provides benefits to individual associates and to the organisation as a whole. For individual the benefits of training are:
 - The provision of new skills.
 - Self-achievement, career and personal development.
 For iMC, the benefits of training and development are:
 - A more efficient workforce and higher quality of service.
 - The achievement of iMC's goals, values and objectives.
 - Attracting and retaining talent.
 - An increase in readiness and ability to change.
- (vii) Before training and development for any associate begins, appropriate needs analysis will be completed to establish the development needs.

One or more of the following should be used in the analysis:

 - Business objectives
 - Performance appraisal data
 - Management observation
 - Position profile
- (viii) Training and development will be co-ordinated by HR to ensure quality, cost effectiveness, alignment with Company goals and accurate maintenance of personnel records. The Call Centre Team Leader, in consultation with HR must approve all external courses.

42.2 Study Assistance

- (i) IMC supports CCTAs in applying for basic and further training as a step towards professional and personal development.

Subject to the recommendation of your Team Leader and with the approval of the Team Director, iMC will support further study as follows:

- (ii) Payment

A cheque to cover enrolment fees will be made available on production of proof of enrolment acceptance.

Documentation showing successful completion of subjects must be submitted to HR as it becomes available, normally at the end of a semester and before any other fees are paid.

If you leave iMC, you will be required to refund any fees already paid in advance. IMC reserves the right to deduct this amount from your accumulated leave entitlements.

Should study be approved by your Team Leader that is not directly linked to your current role but is seen as part of your career development and you have been employed for more than 6 months, iMC will pay 50% of course costs up front.

Upon successful course completion and should you remain with the Company for more than 6 months thereafter, iMC will reimburse the remaining course costs.

- (iii) Repayment

For approved courses with total fees exceeding \$5,000.00, the following repayments exist if you leave the Company of your own volition within 2 years of completion:

Within 6 months of completion 100% of costs must be repaid.

Between 6 and 12 months of completion 75% of costs must be repaid.

Between 1 year and 2 years of completion 50% of costs must be repaid.

- (iv) Study Leave

You may take one paid day per subject per semester to undertake study for examinations for approved courses. In addition, if an exam falls within normal business hours, staff will be given time off to attend the exam. Study leave must be approved in advance and is non-cumulative.

- (v) Bonus Payments

University Courses

On achieving a degree - \$1,000.00

Other Tertiary Courses

On achieving a Certificate - \$300.00

On achieving a Diploma - \$700.00

Other Courses

As agreed at time of approval

42.3 Live and Learn Incentive

At iMC, not only do we believe that professional development should be supported, but those skills that are obtained outside of work should also be acknowledged.

Support to learn something outside of work will not only mean that you develop a new enjoyable skill but also will contribute to High Performance and Continuous learning, two of our Big 6 Values.

Therefore, you are entitled to \$100.00 per year to voluntarily complete a short course outside of working hours. This could be anything from wine appreciation, a computer, a language or tap dancing course. It is entirely up to you. To obtain reimbursement, you must supply details of the course and receipt to HR. A qualifying period of 12 months' continuous employment with iMC will apply for you to be eligible for this incentive.

43. First-Aid Allowance

A CCTA who is trained to render first aid and who is the current holder of appropriate first-aid qualifications, such as a certificate from the St. John Ambulance or similar body, shall be paid an allowance of \$8.35 per week; if the CCTA is appointed by iMC to perform first-aid duty.

44. Working Environment

iMC is committed to providing a non-discriminatory and equal opportunity environment for all its employees and to ensuring that the working environment is both safe and healthy and in accordance with relevant legislation.

45. Co-Operation

iMC and its employees agree that it is to their mutual benefit to co-operate to achieve:

- (a) flexible work practices
- (b) maximum efficiency
- (c) employee commitment and satisfaction

In order to achieve these objectives:

- (a) The CCTAs agree:
 - (i) to undertake and complete all relevant Company provided training and development
 - (ii) to use current and new technology to enhance customer service
 - (iii) to perform all work within their teams for which they have the necessary skills
- (b) iMC agrees:
 - (i) to provide training to equip CCTAs for the tasks and projects which are allotted
 - (ii) to consult with CCTAs as to their individual aspirations and concerns in relation to their employment
 - (iii) to give full consideration to suggestions and ideas of individuals and teams relating to improving Company operations

46. Anti-Discrimination

iMC will maintain a workplace free of discrimination of any kind and any source, including fellow CCTAs, customers, suppliers and visitors. All complaints will be treated fairly and evenhandedly in accordance with the *Anti-Discrimination Act 1977*. See Appendix D for definition and detail.

APPENDIX A

PARENTAL LEAVE

Adoption Leave

Definition: Adoption Leave means (unpaid) time off for the primary caregiver at the time of adopting a child under the age of 5 years.

CCTAs who have worked with iMC continuously for 12 months prior to commencing adoption leave are eligible for adoption leave. CCTAs will be given up to 2 days (unpaid) leave to attend adoption interviews. On receiving approval for adoption, CCTAs must advise iMC of the planned adoption, and within 8 weeks CCTAs must advise of how much short and extended Adoption Leave they plan to take, as well as the commencement date.

Short Adoption Leave: An unbroken period of 3 weeks (unpaid) leave may be taken at the time the child is placed with the CCTA. Notification must be accompanied by a written statement from:

- (a) the adoption agency declaring the expected placement date;
- (b) the appropriate government body confirming the CCTA's custody of the child.

Extended Adoption Leave: CCTAs may take up to 52 weeks (unpaid) leave from the time of placement. Extended adoption leave is reduced by any period of short adoption leave or any period of adoption leave taken by the CCTA's spouse/partner. Notification must be given at least 10 weeks prior to the commencement date, and must be accompanied by a statutory declaration stating:

- (a) that the CCTA is the child's primary caregiver;
- (b) any period of adoption leave sought or taken by the CCTA's spouse/partner.

Maternity/Pregnancy Leave

Definitions: Maternity and pregnancy leave means (unpaid) time off for a woman to give birth to, and care for, a baby or babies.

Female CCTAs who have worked with iMC continuously for 12 months at the time the baby is due are entitled to maternity leave. Eligible CCTAs are entitled to 52 weeks' (unpaid) maternity leave prior to the baby's first birthday. Maternity leave is to be unbroken and must include 6 weeks' compulsory leave immediately following confinement. Eligible CCTAs will notify iMC in writing of leave sought or taken by their spouse/partner.

Paternity Leave

Definition: Paternity leave means (unpaid) time off for fathers upon the birth of a child.

Upon the birth of a child, male CCTAs will be entitled to up to 5 days' unpaid paternity leave. CCTAs who have worked with iMC continuously for 12 months at the time the baby is due are entitled to paternity leave. CCTAs will notify iMC, in writing, of an upcoming paternity leave at least 10 weeks prior to their spouse's/partner's expected confinement. With the consent of the CCTA a further 51 weeks (unpaid) extended paternity leave up to the baby's first birthday may be granted. Any period of maternity leave taken by the CCTA's spouse/partner reduces entitlement to extended paternity leave.

APPENDIX B

HARASSMENT

iMC believes that every staff member has the right to work in an environment totally free of sexual harassment. Sexual harassment refers to verbal, written or physical behaviour of a sexual nature which is directed to an individual and is unwelcome, unwarranted and unsolicited. It can range from obvious behaviour such as a request for a sexual favour to more subtle behaviour such as sexually orientated joking and innuendo or persistent questioning about someone's private life. Such conduct should not be confused with making genuine friendships, compliments or behaving with common courtesy.

The key is that the conduct must be unwelcome. Sexual conduct is unwelcome when it is not invited or solicited by the other person, and the person regards the conduct as undesirable or offensive. Sexual harassment does not arise in the context of mutual attraction between people based on choice and consent.

Sexual harassment in the workplace is offensive and threatening to the victim, is detrimental to the wellbeing of the individual, and will cause dissension and unrest within the workplace.

The issue of whether conduct constitutes sexual harassment will generally depend on how the conduct is viewed by the person who is subjected to the conduct.

Without compiling an exhaustive list, the following are examples of prohibited sexual harassment:

1. Unwelcome deliberate physical contact such as kissing, touching, patting or pinching, including intentional brushing against another person's body.
2. Continued use of jibes containing sexual innuendoes in an attempt to humiliate or embarrass another person.
3. Sexual propositions such as leers or gestures of a sexual nature.
4. Display of sexually explicit material such as magazines, centrefolds or calendars.
5. Unwelcome intrusive remarks or any insinuations about a person's private life, appearance or body.
6. A request for, or expectation of, sexual activity under threat or in exchange for favours or promises or preferred treatment.

The Company will take appropriate measures in response to any such incidence as are reported or otherwise come to the Company's attention. Complaints of sexual harassment will be investigated immediately and treated confidentially, with due regard to the sensitivity of the issue. Appropriate steps will then be taken to ensure that the sexual harassment stops. Any person who engages in prohibited conduct will be subject to disciplinary action, up to and including, termination.

CCTAs who believe they have been subjected to sexual harassment have the right to have that conduct terminated immediately. Complaints can be made either to the CCTL or Human Resources. Complaints shall be treated in a confidential manner, having regard to the sensitivity of the issue.

The alleged harasser shall be informed of the complaint and its nature as soon as possible. He or she will be given the opportunity to put his or her account of the events. He or she will be told not to communicate with the complainant about the complaint.

If the complaint is substantiated following investigation, resolutions may include:

1. formal reprimand;
2. an apology - written or verbal, public or private;

3. a change in the working environment or location to minimise or remove contact between complainant and harasser;
4. recommendation of dismissal of the harasser;
5. counselling.

No CCTA will be subjected to punitive treatment as a result of their filing a complaint in good faith, regardless of whether iMC concludes, following an investigation, such harassment did or did not take place.

APPENDIX C

ISSUE PREVENTION AND RESOLUTION

Grievance and Dispute Procedures

iMC has established grievance and dispute-handling procedures in accordance with applicable industrial legislation. CCTAs are encouraged to raise issues of concern or problems directly with their CCTL in a co-operative and collaborative manner.

Definitions: A grievance relates to matters of alleged discrimination or a dispute regarding conditions of employment that are felt to individually disadvantage a CCTA. A dispute relates to a matter of contention regarding employment conditions and policies that are felt to disadvantage more than one CCTA.

Stage 1

CCTAs who feel that they have been discriminated against or unfairly disadvantaged should immediately notify their CCTL. Such notification should explain the nature of the grievance/dispute and include a request for a meeting to resolve the grievance/dispute, which will be scheduled by the appropriate CCTL within 5 working days.

If the grievance/dispute is resolved at this stage, the CCTL will document the results of the discussion and proposed actions (if any). A follow-up meeting will be scheduled to ensure the proposed solution (if any) has been implemented. The CCTAs will sign the note, acknowledging resolution of the grievance/dispute.

Stage 2

If the grievance/dispute is not resolved at the initial meeting, the matter will be referred within 2 working days to a second (impartial) Team Leader and Human Resources for investigation, who will provide an answer to the CCTA within 5 working days. A second meeting will be held with the CCTAs and the investigating team to present their findings and recommendations for resolution of the grievance/dispute (if any).

If the matter has not been resolved, the CCTAs will be provided with full reasons for not implementing any proposed remedy. At this meeting the results of the discussion and proposed actions (if any) will be documented. A follow-up meeting will be scheduled to ensure the proposed solution (if any) has been implemented. The CCTAs will sign the note acknowledging the findings of the investigation.

At any Stage of this Grievance and Dispute Procedure CCTAs may choose to be represented by an appropriate industrial organisation of employees.

APPENDIX D

ANTI-DISCRIMINATION

1. It is the intention of the parties to this Agreement 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 carer.

2. It follows that, in fulfilling their obligations under the dispute resolution procedure prescribed by this Agreement, the parties have obligations to take all reasonable steps to ensure that the operation of the provisions of this Agreement 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 Agreement, which, by its terms or operation, has a direct or indirect discriminatory effect.
3. 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.
4. Nothing in this clause is to be taken into affect:
 - (a) any conduct or act which is specifically exempted from 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 50 (d) of the *Anti-Discrimination Act 1977*;
 - (d) a party to this Agreement from pursuing matters of unlawful discrimination in any State or Federal jurisdiction.
5. This clause does not create legal rights or obligations in addition to those imposed upon the parties by the legislation referred to in this clause.

Notes

- (a) Employers and employees may also be subject to Commonwealth anti-discrimination legislation.
- (b) Section 56 (d) of the *Anti-Discrimination Act 1977* provides:

"Nothing in the Act affects... any other act or practice of a body established to propagate religion that conforms to the doctrines of that religion or is necessary to avoid injury to the religious susceptibilities of the adherents of that religion".

This Agreement between the employer, iMC interactive Media Corporation Pty Ltd, and the employees of iMC's Call Centre was signed at Level 1, 580 George Street, Sydney, on Monday 23 February 2004 on behalf of the Call Centre by the following Call Centre Team Associates:

Daisy Davidson	_____
Dan Li	_____
Dylan Brown	_____
Rebecca Lambert	_____
Peter Krockenberger	_____
Lillian Ayoub	_____
Marcus Richa	_____
Aaron Davis	_____
Gul Karci	_____

Mark Burza

And on behalf of the employer by:

Michelle Hrlec
HR Manager

Bruce Minchinton
Company Director