



Insight FTS Employment Agreement Casual

Employer Details	Insight FTS Pty Ltd (Insight)
Employer ABN	67 145 109 557
Employee Details	Ensure all details are correct
Employee Name (the Employee or "you")
Employee ID	
Employee Date of Birth	
Commencement Date	
Rostered Hours <u>per fortnight</u>	
Federal Enterprise Agreement	Contract Call Centres Award 2020 MA000023
Classification	Telephone Sales Agent
Term of this Contract	This is ongoing employment

With this contract you will receive a Fair Work Information Statement.

1. Offer of Employment

Insight offers to engage you to work in its Sydney sales centres on a Casual basis to perform the Duties set out below. You are employed to become a Sales Agent, after completing the Insight Telemarketing Program at the Award Trainee pay rate, in the classification shown above under the Federal Award and this Agreement.

After a qualifying period, we may offer you the opportunity to work from your home if your facilities are suitable.

When we say Casual employment in the previous paragraph we mean that Insight, the Employer makes no firm advance commitment to continuing and indefinite work according to an agreed pattern of work for you. To accept this offer of employment you must sign this agreement. Insight will provide a regular pattern of hours work which we wish you to perform and that pattern may change and may also stop.

Duties

In this job your responsibilities are to:

- 1) Attend training and work to acquire the required skills.
- 2) Make Sales on the telephone under supervision and training conditions and subsequently under calling floor sales conditions. See the Work Policy.
- 3) Make sufficient progress toward training targets and achieve the minimum sales target as applicable from time to time.

- 4) Follow the training, instruction and guidance about telemarketing, the conduct of specific sales calls, inbound calls, sales calls, and work requirements generally.
- 5) Reach standards of skill and achievement nominated by training programs and work policies and as assessed by operations staff and management.
- 6) Be available and ready to attend instruction sessions and to make and handle calls at the agreed times.
- 7) Conduct the work in an enthusiastic and diligent manner in cooperation with other staff.
- 8) Use the telephone, telephone headsets, computers and other equipment in a timely, efficient and safe manner.
- 9) Represent the Employer's clients in a professional, polite and engaging manner.
- 10) Such other Duties as may reasonably be required from time to time.

Wages

- 1) All hours of work are based upon compliance with the Insight Work Policy – Specific Hours. You will be paid at the Award Trainee Casual pay rate of \$27.15 per hour for ordinary hours Monday to Friday and may progress when you have graduated from the course of training.
- 2) Superannuation according to the Superannuation Guarantee (Administration) Act 1992 (Cth), (currently 10 % of total earnings) is paid for staff to LUCRF Superannuation unless another fund is nominated by you.
- 3) Bonuses and commission earned according to the Insight Commission Policy. Current commission is paid at 3% of all sales BANKED in the pay fortnight. Payment of commission is dependent upon adherence to your allocated work roster.

Hours

You, the Employee must attend for training and work in the hours required. Hours are allocated to you according to skill, service and available work as the main criteria. You will receive a roster nominated by the Employer in accordance with the Insight Work Policy – Specific Hours for hours of work between 9am - 5pm Monday, and 12pm - 8pm Tuesday to Friday. Insight may terminate the Employee's employment where the roster requirements are not adhered to by the Employee.

2. Period of Operation and Application

This Agreement shall take effect from the time and date stated above as the Commencement.

3. Casual Employment

The Employee is employed on a Casual basis. Nonetheless, the Employee is employed subject to the Sales Targets nominated from time to time.

All ongoing workplace training will be based upon operational requirements and will reflect the competence standards required from time to time. Training is not a substitute for workplace competence.

4. Relationship with Insight's Policies and Procedures

Insight has several Company Policies including; Workplace Rules (Policy, Sales Policy, Commission Policy, Confidentiality and Intellectual Property (IP) Policy, Social Media Policy and Occupational Health and Safety Policy. The Employee is required to comply with the Company Policies set by Insight as varied from time to time. The Employee must become familiar with the policies and procedures as varied from time to time because changes and additions to policies and procedures may affect the Employee's conditions of employment. Changes to policies will be notified in meetings and on notice boards.

5. Sales Performance Criteria

This employment is based upon achievement of the Sales Key Performance Indicators as set from time to time by Insight. The Employee is also subject to monthly sales performance reviews.

6. Salary Arrangements

- a) Wages are calculated and paid on a fortnightly basis for work directed to be performed by Insight and undertaken by the Employee.
- b) The Employee will be paid fortnightly within 14 days of a completed pay claim being submitted to Insight's Pay office or work hours being logged and collated by Insight's session hour time recording systems.
- c) The Employee shall work the hours required per fortnight recorded in a combination of sales session hours (logged-in time) and timesheet hours for training or coaching. Should the Employee not meet the hours required then Insight may deduct from the gross fortnightly wages an amount being the difference between the total of session and time sheet hours and the hours required.

7. Confidential Information and Property of Insight

Insight's work involves the use of Confidential Information, trade secrets, know-how and property belonging to the companies for which you work, to Insight's clients and to the public. You must not remove copies or documents or property from Insight or which are found at Insight. You must not use our methods of work elsewhere. Details of the rules about Confidential Information are located in Insight's Confidentiality and IP Policy.

We may offer you the opportunity to work from your home if your facilities are suitable. Insight's equipment is provided for your work, at our expense. For this work, you must provide at your expense, a suitable standard internet connection, a quiet safe place to work and space in your nominated residence with which to conduct the work. You must abide by rules as to intellectual property and confidentiality. If our equipment is not returned safely at our expense when requested, we may withhold funds from any wages due to you.

8. No Further Claims

The Employee and Insight each agree that this Agreement is intended to cover all matters pertaining to wages and conditions and there will be no further claims arising out of or in relation to the employment or the terms and conditions set out in this Agreement.

Acceptance and declaration

I accept this offer of employment and promise that:

- the offered employment does not contravene Australian Visa restrictions on paid employment which apply to me. (If you are not an Australian citizen your Visa must be sighted by Insight and a copy attached to this form.)
- I will respect and protect the confidentiality of Insight's information, its systems and customers' information received in the course of my employment.

Employee Signature	X	Date:
Insight Representative Signature	X	Date:

This is an Award Flexibility Agreement between Insight FTS Pty Ltd (ACN 145 109 557) and you, the Employee named below commences on employment and continues until cancelled. You, the Employee, are determining if you agree to these Award changes for the workplace in general and for you.

The parties agree to vary the Contract Call Centres Award 2010 under clause 7 and clause 24.8 of that Award respectively for Customer Contact (sales) employees working under Casual and Part-time and Full-time employment terms at Insight by creating an agreement on hours of work and the option of flat rates of pay and related changes described here.

The following award terms are varied by this agreement:

Alteration to hours of work clause 24.5
 Ordinary hours clause 24.6

Under this agreement:

Arrangements for Work Clause 24.6 and .8

The Employer may allocate hours of work based on categories and circumstances and the Employee may be paid the hourly rates of pay for all work done in that work category at ordinary and penalty rates as apply and also at a flat rate averaging ordinary hours and penalty rates. Overtime and penalty rates are not affected by this agreement.

Notice of Emergency Alteration to Hours of Work Clause 24.5

The parties agree that 12 hours' notice of changes to ordinary hours in emergency circumstances such as special projects, system faults or additional work is permitted in place of 48 hours' notice in the Award. This change will help minimise inconvenience to Employees.

Ordinary Hours, Penalty Payments and Overtime Clauses 24.6 and .8

The parties agree that ordinary hours shall commence one hour later at 8am and end at 8pm each weekday rather than 7am and 7pm to reflect the operating hours of the business. The commencement of penalty rates shall be delayed until after 8pm. Not more than 38 hours work shall be required of the Employee by the Employer each week. Ordinary hours worked per week are averaged over up to 28 days.

The Employee is not disadvantaged by this agreement because the Employee retains flexibility in decisions as to what sessions or roster to work and receives entitlements for hours worked at a rate which equals or exceeds the available hours and benefits.

We genuinely agree:

- To vary the modern award as stated above.
- No coercion or duress occurred to make this agreement.
- What is stated above is accurate.

The parties may terminate this agreement by a new agreement or by 4 weeks' written notice.

Signed

Your name:	Employee signature: X	Your employee ID number:
Insight Representative:	Insight Rep signature: X	Date:

IMPORTANT INFORMATION ABOUT YOUR PAY AND CONDITIONS

Find out more about your workplace entitlements and obligations during the impact of coronavirus at coronavirus.fairwork.gov.au

Employees in Australia have entitlements and protections at work, under:

FAIR WORK LAWS

- minimum entitlements for all employees
- includes the National Employment Standards

AWARDS

- set minimum pay and conditions for an industry or occupation
- cover most employees in Australia

ENTERPRISE AGREEMENTS

- set minimum pay and conditions for a particular workplace
- negotiated and approved through a formal process

EMPLOYMENT CONTRACTS

- provide additional conditions for an individual employee
- can't reduce or remove minimum entitlements

Find your award at www.fairwork.gov.au. Check if your workplace has an enterprise agreement at www.fwc.gov.au/agreements



CASUAL EMPLOYEES

If you are a casual employee, you also need to be given the Casual Employment Information Statement when you start work. Visit www.fairwork.gov.au/ceis for more information.



PAY

Your minimum pay rates are in your award or enterprise agreement. If there is no award or agreement for your job, you must get at least the National Minimum Wage. **You can't agree to be paid less.** Minimum pay rates are usually updated yearly.

Find out what you should get at www.fairwork.gov.au/minimum-wages

NATIONAL MINIMUM WAGE
FROM 1 JULY 2021



\$20.33/hour
full-time or part-time



\$25.41/hour
casual



Use our free calculators to check your pay, leave and termination entitlements at:
www.fairwork.gov.au/pact

This is the adult minimum rate for employees with no award or enterprise agreement. Lower rates may apply to juniors, apprentices and employees with disability.



NATIONAL EMPLOYMENT STANDARDS

These are minimum standards for all employees. Rules and exclusions may apply. **Your award or agreement may provide more.** Find more information on the National Employment Standards at www.fairwork.gov.au/NES

	Full-time and part-time employees	Casual employees
Annual leave	✓ 4 weeks paid leave per year (pro rata for part-time employees) + 1 week for eligible shift workers	✗
Personal leave (sick or carer's leave)	✓ 10 days paid leave per year (pro rata for part-time employees)	✗
Carer's leave	✓ 2 days unpaid leave per permissible occasion (if no paid personal leave left)	✓ 2 days unpaid leave per permissible occasion
Compassionate leave	✓ 2 days paid leave per permissible occasion	✓ 2 days unpaid leave per permissible occasion
Family & domestic violence leave	✓ 5 days unpaid leave per 12 months	✓ 5 days unpaid leave per 12 months
Community service leave • Jury service	✓ 10 days paid leave with make-up pay + unpaid leave as required	✓ Unpaid leave as required
• Voluntary emergency management activities	✓ Unpaid leave as required to engage in the activity	✓ Unpaid leave as required to engage in the activity
Long service leave	✓ Paid leave (amount and eligibility rules vary between states and territories)	* Varies between states and territories
Parental leave eligible after 12 months employment	✓ 12 months unpaid leave - can extend up to 24 months with employer's agreement	✓ 12 months unpaid leave for regular and systematic casuals - can extend up to 24 months with employer's agreement
Maximum hours of work	✓ Full-time employees – 38 hours per week + reasonable additional hours Part-time and casual employees – 38 hours or employee's ordinary weekly hours (whichever is less) + reasonable additional hours	
Public holidays	✓ A paid day off if you'd normally work. If asked to work you can refuse, if reasonable to do so	✓ An unpaid day off. If asked to work you can refuse, if reasonable to do so
Notice of termination	✓ 1-5 weeks notice (or pay instead of notice) based on length of employment and age	✗
Redundancy pay eligible after 12 months employment	✓ 4 -16 weeks pay based on length of employment (some exclusions apply)	✗
Casual conversion	✗	✓ The right to become a full-time or part-time employee in some circumstances

IMPORTANT INFORMATION ABOUT YOUR PAY AND CONDITIONS



FLEXIBILITY

After 12 months employment, you can make a written **request for flexible working arrangements** if you're 55 or over, a carer, have a disability, are experiencing violence from a family member (or are supporting a family or household member who is), or are the parent of, or have caring responsibilities for, a child of school age or younger. This includes employees returning from parental or adoption leave asking to work part-time to care for the child. Your employer must respond in writing within 21 days. They can only say no on reasonable business grounds.

You and your employer can also **negotiate an individual flexibility arrangement**. This would change how certain terms in your award or enterprise agreement apply to you. An individual flexibility arrangement must be a genuine choice – it can't be a condition of employment – and it must leave you better off overall. Find out more at:

www.fairwork.gov.au/flexibility

DID YOU KNOW?

You can create a free My account to save your workplace information in one place at:
www.fairwork.gov.au/register

You can find free online courses to help you start a new job or have difficult conversations at work, visit:
www.fairwork.gov.au/learning

The **Record My Hours app** makes it quick and easy to record the hours you work. It's free on the App Store and Google Play.



ENDING EMPLOYMENT

When your employment ends, your final pay should include all **outstanding entitlements**, such as wages and unused annual leave and long service leave.

You may be entitled to **notice of termination**, or pay instead of notice. If you're dismissed for serious misconduct, you're not entitled to notice. If you resign you may have to give your employer notice. To check if notice is required and what should be in your final pay visit:

www.fairwork.gov.au/ending-employment

If you think your **dismissal was unfair** or unlawful, you have **21 calendar days** to lodge a claim with the Fair Work Commission. Rules and exceptions apply. Find out more at:

www.fairwork.gov.au/termination



PROTECTIONS AT WORK

All employees have protections at work. You can't be treated differently or worse because you have or exercise a workplace right, for example, the right to request flexible working arrangements, take leave or make a complaint or enquiry about your employment.

You have the right to join a union or choose not to, and to take part in lawful industrial activity or choose not to.

You also have protections when temporarily absent from work due to illness or injury, from discrimination, bullying and harassment, coercion, misrepresentation, sham contracting, and undue influence or pressure. Find out more at:

www.fairwork.gov.au/protections



AGREEMENT MAKING

Enterprise agreements are negotiated between an employer, their employees, and any employee representatives (e.g. a union). This process is called 'bargaining' and has to follow set rules. The Fair Work Commission checks and approves agreements. For information about making, varying, or terminating an enterprise agreement visit:

www.fwc.gov.au/agreements



TRANSFER OF BUSINESS

If a transfer of business occurs, your employment with your old employer ends. If you're employed by the new employer within three months to do the same (or similar) job, some of your entitlements might carry over to the new employer. This may happen if, for example, the business is sold or work is outsourced. Find out more at:

www.fairwork.gov.au/transfer-of-business



RIGHT OF ENTRY

Union officials with an entry permit can enter the workplace to talk to workers that they're entitled to represent, or to investigate suspected safety issues or breaches of workplace laws.

They must comply with certain requirements, such as notifying the employer, and can inspect or copy certain documents. Strict privacy rules apply to the permit holder, their organisation and your employer. Find out more at:

www.fwc.gov.au/entry-permits

WHO CAN HELP?

FAIR WORK OMBUDSMAN

- information and advice about pay and entitlements
- free calculators, templates and online courses
- help resolving workplace issues
- enforces workplace laws and seeks penalties for breaches of workplace laws.

www.fairwork.gov.au - 13 13 94

FAIR WORK COMMISSION

- hears claims of unfair dismissal, unlawful termination, bullying, discrimination or 'adverse action' at work
- approves, varies and terminates enterprise agreements
- issues entry permits and resolves industrial disputes.

www.fwc.gov.au - 1300 799 675

If you work in the commercial building industry the Australian Building and Construction Commission can help.
www.abcc.gov.au - 1800 003 338

IMPORTANT: New casual employees also need to be given the Fair Work Information Statement.
Visit www.fairwork.gov.au/fwis for more information.

? Who is a casual employee?

From 27 March 2021, changes to workplace laws relating to casual employees mean that you are a casual employee if:

- you are offered a job
- the employer makes **no firm advance commitment** that the work will continue indefinitely with an agreed pattern of work
- you accept the offer knowing that there is **no firm advance commitment** and become an employee.

Whether you're a casual employee is assessed **at the time** you are offered and accept the job.

> No firm advance commitment

To work out if your employer made **no firm advance commitment** when offering you the job, only 4 factors are to be considered. They are whether:

- your employer can choose to offer you work and it's your choice whether to work or not
- you'll be offered work when the employer needs you to work
- your employment is described as casual
- you'll be paid a casual loading or a specific pay rate for casual employees.

A regular pattern of work doesn't automatically mean you're permanent (full-time or part-time).

Find out more about casual employment at www.fairwork.gov.au/casual

Becoming a permanent employee (casual conversion)

As a casual employee, you have the right to become a permanent (full-time or part-time) employee in some circumstances. This is known as 'casual conversion'.

> Small businesses

If you are employed by a small business (fewer than 15 employees), your employer does not have to offer you casual conversion, but you can make a request to your employer if you meet the requirements for making a request (see table below). Unlike employees who work for a business with 15 or more employees, you don't have to wait until 28 September 2021 before you can make a request. Find out more information about what a small business employer is and the rules for making a request at www.fairwork.gov.au/casualconversion

> Other businesses

If you work for a business with 15 or more employees, the rules about offers and requests for casual conversion are:

OFFERS	REQUESTS
<p>Your employer must offer you casual conversion if:</p> <ul style="list-style-type: none"> • you've been employed by them for 12 months • you've worked a regular pattern of hours for at least the last 6 months on an ongoing basis, and • your regular hours could continue as a permanent employee without significant changes. <p>Your employer doesn't have to offer you casual conversion if:</p> <ul style="list-style-type: none"> • there are reasonable grounds for them not to, or • you are not eligible. <p>Depending on when you started as a casual employee with the employer, there are different rules and timeframes that apply.</p> <p>If you started as a casual employee before 27 March 2021, your employer needs to assess whether they need to make you an offer for casual conversion by 27 September 2021. If you meet the requirements, they need to make the offer to you in writing within 21 days after making the assessment. You have to respond in writing within 21 days after the offer is given to you.</p>	<p>From 28 September 2021, you can make a request to your employer to become a permanent employee if:</p> <ul style="list-style-type: none"> • you've been employed by them for at least 12 months • you've worked a regular pattern of hours in the last 6 months on an ongoing basis • your regular hours could continue as a permanent employee without significant changes • you haven't refused a previous offer to become a permanent employee in the last 6 months • your employer hasn't told you in the last 6 months that they won't offer you casual conversion on reasonable grounds, and • your employer hasn't already refused a request from you to become a permanent employee based on reasonable grounds in the last 6 months.

OFFERS *(continued)*

If your employer decides not to offer you casual conversion (including if you don't meet the requirements because you haven't been employed for 12 months), your employer needs to tell you that in writing within 21 days of making the assessment but by no later than 27 September 2021.

If you started as a casual employee on or after 27 March 2021 and are eligible for casual conversion, your employer needs to make the offer to you in writing within 21 days after your 12-month anniversary. You have to respond to the offer in writing within 21 days after the offer is given to you.

If your employer doesn't have to offer you casual conversion, they need to tell you that in writing within 21 days after your 12-month anniversary.

REQUESTS *(continued)*

You need to make the request in writing. You can make the request from 21 days after your 12-month anniversary. Your employer has to respond within 21 days. Your employer can only say no after consulting you, and only if there are reasonable grounds. They have to tell you in writing.

If your employer refuses a request on reasonable grounds, you won't be able to make another request for 6 months. You'll need to meet the requirements to make another request.

> Find out more about casual conversion requirements

Find out more, including rules about timeframes, making the offer or request in writing and responding in writing, and what counts as reasonable grounds, at www.fairwork.gov.au/casualconversion



What if there is a disagreement?

If you and your employer have a disagreement about casual conversion, there are steps you can take to help resolve it:

- **If you're covered by an award, agreement or employment contract with a process for dealing with disputes** relating to the National Employment Standards, you need to follow that process.
- **If not**, you need to try to resolve the disagreement directly with your employer first. If you aren't able to resolve it, you can refer your dispute to the Fair Work Commission.

You can also seek help from the Federal Circuit Court (including the small claims court) if your dispute is about whether:

- you meet the requirements for your employer to make an offer to you to become a permanent employee
- you meet the requirements to make a request to your employer for casual conversion
- your employer has reasonable grounds to not offer or agree to your request for casual conversion.

You can have someone to support or represent you through the dispute process (which could include a union entitled to represent you).

Get help with conversations: Find free online courses to help you have conversations at work (including about casual conversion) at www.fairwork.gov.au/learning

WHO CAN HELP?

The Fair Work Ombudsman, Fair Work Commission and Australian Building and Construction Commission can help:

FAIR WORK OMBUDSMAN

- provides information and advice about your rights as a casual employee, including casual conversion entitlements
- gives information and advice about pay and entitlements
- has free calculators, templates and online courses
- helps resolve workplace issues
- enforces workplace laws and seeks penalties for breaches of workplace laws.

www.fairwork.gov.au - 13 13 94

FAIR WORK COMMISSION

- deals with disputes about casual conversion (if you are not able to resolve them directly with your employer)
- can deal with your dispute through mediation, conciliation, making a recommendation or expressing an opinion
- if you and your employer agree, can deal with your dispute through arbitration (making a binding decision).

www.fwc.gov.au - 1300 799 675

If you work in the commercial building industry the Australian Building and Construction Commission can help.
www.abcc.gov.au - 1800 003 338