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AUSTRALIAN INDUSTRIAL RELATIONS COMMISSION

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

Optus Administration Pty Limited
(AG2003/9423)

OPTUS EMPLOYMENT PARTNERSHIP AGREEMENT (2003)

Telecommunications services

VICE PRESIDENT LAWLER

SYDNEY, 23 OCTOBER 2003

CERTIFICATION OF AGREEMENT

In accordance with section 170LT of the Workplace Relations Act 106, the Commission hereby certifies the attached written agreement.

This agreement shall come into force from 23 October 2003 and shall remain in force until 22 October 2006.

BY THE COMMISSION:

VICE PRESIDENT

Printed by authority of the Commonwealth Government Printer

< Price code 32 >

OPTUS
EMPLOYMENT
PARTNERSHIP
AGREEMENT
(2003)

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APPENDIX A

- (i) Minimum Rates (Engineering and Technical Services/Television Operations)
- (ii) Minimum Rates (Customer Service/Television Programming and Production/General Support)
- (iii) Minimum Rates (Commission Based Sales)

APPENDIX B

Issue Prevention and Resolution

1.0 INTRODUCTION

This Agreement shall be known as the Optus Employment Partnership Agreement (2003).

Both Optus Administration Pty Limited ('Optus) and Optus employees (the employees) covered by this Agreement recognise the need to continue implementation of an appropriate minimum income and working conditions environment for Optus employees. This Agreement satisfies that need.

1.1 Commitment

This Agreement reflects the ongoing commitment of Optus and its employees to develop a world leader operation and provides the basic conditions for a constructive relationship between Optus and its employees.

Optus and its employees have agreed to work together to develop a committed, flexible and highly skilled workforce that is focused on customer service, optimum productivity and a working environment which is mutually rewarding to Optus and all of its employees.

This is to be achieved by an acceptance of, and an ongoing commitment to, Optus values and a recognition of the obligations of management and the employees as set out in this Agreement.

1.2 Optus Values

At Optus, our values guide our behaviour and contribute to our success.

Our shared values are:

- (a) Act as One - by being one group, one Company and one team;
- (b) Challenger Thinking - to think and act like a challenger,
- (c) Take Ownership - by agreeing goals, exceeding expectations and recognising successes; and
- (d) Personal Renewal - to respect individual differences and develop professionally and personally.

1.3 Optus' Obligations:

Commit management to nurturing and maintaining a working environment that:

- (a) is focused on optimum productivity and the highest standards of customer service;
- (b) seeks to utilise and develop the employees' full range of skills;
- (c) provides a training structure that enables employees to be kept up-to-date in world-wide telecommunications, information technology and/or cable television and other skills technologies and developments in order to satisfy Optus work requirements and employee development;
- (d) provides for the pursuit of flexible working conditions which better service the customer and facilitate and support operational requirements;

- (e) enables employees and line management to develop fair and effective employee relations practices;
- (f) is both safe and rewarding; and
- (g) provides for genuine consultation and concern for employee well being.

1.4 Employees' Obligations:

AU Optus employees commit:

- (a) to act as integral and professional members of the total Optus team by effectively discharging their responsibilities;
 - (b) to be accountable/responsible for their decisions and actions;
 - (c) to deliver long term customer satisfaction by fully utilising skills endorsed or nominated by Optus;
 - (d) to maintain a high level of proficiency in their area(s) of expertise;
 - (e) to implementing Optus' critical focus on productivity and customer service;
- to fully participate in relevant problem solving exercises at the workplace/enterprise;
- (g) to act ethically, constructively and co-operatively with Optus employees, customers and business associates.

2.0 APPLICATION

2.1 This Agreement shall be binding on Optus and on all employees whose salaries and conditions of employment are intended, except for this Agreement, to be regulated by the Optus Award 2000 or any award replacing that award, being those employees to whom the minimum rates in Appendix A(i), A(ii) and A(iii) are applicable.

2.2 The terms of this Agreement shall prevail over the terms of the Optus Award -2000, in accordance with the Workplace Relations Act 1996.

3.0 DURATION OF AGREEMENT

3.1 Ibis Agreement shall take effect from, the date of its approval by the Australian Industrial Relations Commission and shall remain in force for three years.

4.0 CHANGED WORK ARRANGEMENTS

4.1 Optus and its employees agree that consistent with existing practices, Optus has the flexibility to conduct its operations within the full scope offered by this Agreement.

4.2 The obligations on Optus arising from Clauses 6.2 (a), 6.2 (b), 6.2(c), 6.2 (d), 6.9, 6.12, 6.13 and 6.14 or any of them, may be changed by agreement between Optus and any group of employees and be deemed part of this Agreement provided that:

- (a) Optus genuinely consults with the employees in the group about the change before their agreement is sought; and
- (b) the majority of employees in the group genuinely agree with the change via a confidential process established to determine that agreement; and
- (c) the agreement must not disadvantage the employees in the group when considered against the terms of this Agreement as a whole; and
- (d) the agreement 'Ls necessary to make Optus or a particular workplace operate more efficiently according to its particular needs; and
- (e) where the majority of employees in the group support the change, the approval of the Australian Industrial Relations Commission will be sought prior to its implementation in the same manner as it was sought for approval of this Agreement.

5.0 CONTRACT OF EMPLOYMENT

5.1 Introduction

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

An employee may be directed to, and shall carry out such duties as are within the limits of the employee's skill, competence and training.

5.2 Full Time Employees

Full time employees will be engaged on a monthly basis provided that any employee may agree to be employed on a different periodic basis.

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

5.3 Block Time Employees

Persons may be employed by Optus for a mutually agreed period or project. Such employees (as distinct from casual employees) will be entitled to at least minimum pro rata remuneration and conditions as provided in this Agreement based on the equivalent full time position. At the conclusion of the employment period or project, the employee will be paid any outstanding entitlements but, subject to the Workplace Relations Act 1996, will not be entitled to any redundancy payment.

5.4 Part Time Employees

Persons willing and available to work, on a regular basis, less than 38 hours per week, or as an agreed alternative, less than 76 hours per fortnight, may be engaged as part time employees. The number and configuration of hours to be worked by such employees may vary from week to week as determined at the time of engagement or appointment to an alternative position or as subsequently agreed.

Part time employees will be entitled to a base hourly rate equivalent to 1/38th of the weekly remuneration 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.

Part time employees become eligible for overtime only after completing 38 hours in a week (or if they have been employed on the basis of fortnightly hours, after completing 76 hours in a fortnight).

5.5 Casual Employees

Persons may be engaged as casual employees on an hourly basis.

A casual employee will be entitled to a base hourly rate during core hours of 1/38th of the weekly remuneration of a comparable full time position plus a loading of 20% of the applicable Agreement rate in lieu of all leave provisions available to other categories of employees.

5.6 Probation Period

Full time, block time and part time employees may be recruited on probation for a maximum of 3 months. The probationary period forms part of continuous service for all purposes of this Agreement.

5.7 Termination of Employment

(a) In the case of full time or part time employees, one month's notice (or payment or forfeiture of payment in lieu of notice) of termination of employment shall be given by the employee or Optus.

(b) When a full time or part time employee is over 45 years of age and has two years continuous service, five weeks notice (or payment in lieu of notice) of termination of employment shall be given by Optus.

(c) The notice periods referred to in (a) and (b) above are equal to or in excess of the notice of termination of employment provisions contained in the Workplace Relations Act 1996.

(d) In the case of a casual employee and subject to the Workplace Relations Act 1996, one hours notice of termination of employment shall be given by the employee or Optus.

(e) In the case of block time employees, one weeks notice (or payment or forfeiture of payment in lieu of notice) of termination of employment shall be given by the employee or Optus during the agreed period/project for which the block time employee was employed, provided that Optus must give any longer period of notice (or payment in lieu of notice) as may be required in any situation by the Workplace Relations Act 1996.

(f) If a block time employee's employment is not terminated in accordance with (e), such employment will end when the mutually agreed period/project ends.

(g) In the case of a full time or part time employee on a probation period, one weeks notice (or payment or forfeiture of payment in lieu of notice) of termination of employment shall be given by the employee or Optus.

(h) Nothing in this clause will prejudice Optus' right to dismiss an employee instantly without notice for serious breaches of his or her contract of employment, for example serious misconduct or gross neglect of duty.

- (i) Termination of employment by Optus (whether with notice or without) will not be harsh, unjust or unreasonable.
- (j) A dispute over termination of employment which cannot be resolved between Optus and an employee may be referred to the Australian Industrial Relations Commission under the Workplace Relations Act 1996.
- (k) The provisions of (h), (i) and (j) are consistent with the provisions contained in the Workplace Relations Act 1996.
- (l) Unless Optus agrees, notice of termination of employment cannot be given by an employee if the notice runs concurrently with annual leave or long service leave.
- (m) Optus may set off any amounts an employee owes to Optus against any amounts Optus owes the employee at the date of termination.

5.8 Redundancy

Any employee whose employment position has become redundant and whose employment is terminated as a consequence of Optus not being able to find suitable alternative employment for the employee, shall receive notice or receive payment in lieu of notice in accordance with Clause 5.7 and severance payment of 3 weeks remuneration per completed year of service. This severance payment shall not exceed 40 weeks remuneration to any such employee. An employee shall not be regarded as having become redundant where Optus finds suitable alternative employment for the employee.

In addition, such employees will be entitled to full payment of any accrued annual and long service leave entitlements.

6.0 HOURS OF WORK

6.1 Introduction

Optus, and its employees agree that there are three fundamental objectives for Optus to consider in determining how an employee's working hours are to be structured under this Agreement:

- (a) The most efficient production and delivery of the service.
- (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.

6.2 Standard Provisions

- (a) All hours of work will be divided between core and non-core hours. Core hours shall be between 7 a.m. and 7 p.m. unless varied. Any variation to the core hours on a workplace or individual basis shall only be by agreement, but in any case the length of the span (12 hours) shall not be varied. Hours outside the standard span or agreed span shall be non-core hours.
- (b) Ordinary hours of work of full time employees, other than Retail employees and those working rostered shifts will be 38 hours per week, or in the alternative 76 hours per fortnight, and will ordinarily be worked Monday to Friday as determined by Optus.
- (c) Saturday shall operate as an ordinary time day for Retail employees and Retail employees may agree that Sunday operates as an ordinary time day provided that no pressure will be applied to any employee to so agree. Non- retail employees may agree that Saturday operate as an ordinary time day provided that no pressure will be applied to any employee to so agree.
- (d) In determining its shift rosters, Optus shall ensure that the working hours average 38 hours per week over the duration of the shift cycle nominated for each operations group or workplace and that any variation from such average shall not be unreasonable.
- (e) Within the standard hours, management may nominate alternate work/off-line periods to be worked by the employee.
- (f) Start and finish arrangements for each employee's ordinary hours will be initially determined by management to reflect the differing operational requirements from each employee within each workplace. These arrangements can be varied by agreement between management and any employee(s) at each work site following a process of consultation in accordance with Optus policy and provided that an employee may not unreasonably withhold agreement to a variation resulting from changed business requirements.

6.3 Rates of Pay - Definitions

There shall be 3 rates of pay:

- (a) a 'core rate' shall apply for all ordinary hours worked within core hours;
- (b) a 'non core rate' shall be paid for all rostered ordinary hours of work any part of which starts or finishes or starts and finishes either side of the nominated or otherwise agreed core hours. (Such work shall be known as shift worse; and
- (c) an 'overtime rate' shall apply for all hours worked in excess of 38 hours per week, or in the alternative 76 hours per fortnight,

according to the ordinary hours arrangements the employee is working.

6.4 Core Rate

The 'core rate' shall be the employee's actual ordinary hour's rate of remuneration.

6.5 Non Com Rate (Shift) - Definitions

(a) 'Afternoon shift' means any shift of ordinary hours finishing after 7.00 p.m. and at, or before, midnight.

(b) 'Night shift' means any shift of ordinary hours finishing after midnight and where the majority of all hours worked are worked before 7.00 a.m.

(c) 'Morning shift' means any shift of ordinary hours starting after midnight and before 7.00 a.m. and finishing after 7.00 a.m. and where the majority of all hour's worked are worked after 7.00 a.m.

Provided that the definitions of such shifts and the loadings prescribed below take into account any variation agreed between Optus and its employees regarding the span of core hours.

6.6 Loadings - Monday to Friday

(a) An employee rostered to work afternoon shift shall, be entitled to a loading of 15% of the employee's core rate for each such shift worked.

(b) An employee rostered to work night shift shall be entitled to a loading of 20% of the employee's core rate for each such shift worked.

(c) An employee rostered to work morning shift shall be entitled to a loading of 10% of the employee's core rate for each such shift worked.

6.7 Loadings - Saturday, Sunday and Public Holidays

(a) An employee rostered on shift work, the major part of which is performed between 11 p.m. Friday and midnight Saturday shall be entitled to a loading of 50% of the employee's core r-ate for each such shift worked.

(b) An employee rostered on shift work, the major part of which is performed between 11 p.m. Saturday and midnight on the Sunday shall be entitled to a loading of 100% of the employee's core rate for each such shift worked.

(c) An employee rostered on shift work, the major part of which is performed between 11 pm. on the night preceding a Public Holiday and midnight on the Public Holiday, shall be entitled to a loading of 150% of the employee's core rate for each such shift worked.

6.8 Loadings – General

Shift loadings are not payable in respect of overtime, while on call or on periods of leave other than annual leave.

6.9 Shift Work Arrangements

(a) Shift rosters shall be prepared by Optus after consultation with relevant employees and give employees a minimum 7 days prior notice of the roster.

(b) Any Optus initiated roster variation which does not permit 7 days prior notice shall only occur on the basis of unforeseen or exceptional circumstances, for example illness or emergency.

(c) Employees are empowered within criteria set up by workplace management to exchange shifts with fellow employees subject always to local operational requirements. In such circumstances, only the employee actually doing the work is entitled to any applicable loading. No additional costs shall be incurred by Optus for such arrangements.

(d) Employees may be required, on a rostered basis, to work at least 1 additional shift each roster period at the applicable overtime rate.

(e) Overtime worked in conjunction with rostered shift work shall attract either the non core rate or overtime rate whichever is the larger but not both.

Employees who are employed on 7 day shift working rosters, i.e. where working hours are rostered and worked outside core hours on each of the 7 days per week across the shift cycle, will be entitled to additional annual leave of up to 5 working days per year. Where, rostered duty is performed on less than 10 Sundays in the year the additional leave will accrue at-the rate of 1/2 day per rostered Sunday worked up to a maximum of 5 days.

(9) Shift employees while on annual leave shaft be entitled to a loading equal to the average shift loading incurred for that year or a

pro rata loading for any employees who have completed less than one year's such work

(h) Employees whose scheduled day off falls on a public holiday shall elect either a day in lieu of the public holiday, an additional day's leave or a days pay at the core rate. The additional leave does not attract shift loadings.

6.10 Overtime

Employees shall be required to work overtime as reasonably required by Optus and shall only be entitled to payment (or granted time in lieu) where such overtime has been directed to be undertaken. Such employee(s) should lodge an application for payment of overtime within 14 days of the overtime being worked to ensure its timely payment.

6.11 Time Off in Lieu

Time off in lieu of overtime may be available to Optus employees at the request of the employee and with the agreement of the appropriate manager.

The time off in lieu in all instances is to equal the period of overtime actually worked and shall be taken within 1 month of entitlement having regard to the operational requirements of the employee's workplace.

6.12 Overtime - Applicable Rate

Overtime, calculated by reference to the employee's remuneration at the rate of time and a half for the first 3 hours and double time thereafter, shall be paid for all time directed to be worked 'in excess of weekly hours (or, where employment is based on fortnightly hours, time and a half for the first 6 hours and double time thereafter).

For such work done on Saturday the overtime rate is time and one half for the first 3 hours and double time thereafter. For such work done on a Sunday the overtime rate is double time for all time worked. For such work done on a Public Holiday the overtime rate is two and a half times for all time worked. Overtime on a Sunday or Public Holiday however, shall not count toward the threshold period for which overtime is otherwise payable at the rate of time and one half only.

Except where such work continues on from the employee's ordinary hours without a break (other than a meal break or other agreed break) a minimum payment of 3 hours at overtime rates is payable for overtime performed Monday to Friday and a minimum of 4 hours on a Saturday, Sunday or Public Holiday.

6.13 Unscheduled Customer Servicing

(a) Rostered Arrangements

In order to satisfy essential network operation or customer service requirements, Optus may determine that it is necessary to impose mobility and social restrictions on an 'off duty employee or employees on a roster-ed basis to ensure their availability for responding to unscheduled servicing requirements.

Employees so rostered must respond, in the appropriately identified manner to the relevant service demand/requirement within one half hour of being contacted, i.e. be directly enroute to the worksite or have remotely accessed via home based computer work equipment. In rostering employees for this purpose, Optus will have regard to their ability to be at the Worksite within a time frame which meets its business need for satisfying essential network operation or customer service requirements.

As compensation for accepting the mobility and social restrictions the rostered employee shall be entitled to an amount of 20% per hour calculated by reference to the employee's remuneration.

Any employee restricted as above and who is required to report to the worksite or a customer's premises shall be entitled to the appropriate overtime rate for a minimum period, inclusive of travel time, of 3 hours for any unscheduled call out. Where such an employee is required to respond to an unscheduled network operations or customer servicing requirement via home based work equipment i.e. through remote diagnostics, analysis and correction, or is required to provide telephone directions/advice to achieve service restoration, the minimum entitlement shall be 1 hour at the applicable overtime rate.

(b) Non Rostered Call Out

Any employee who has not been rostered on to a personal restriction situation but who is required to respond to an unscheduled servicing requirement at the worksite or at a customer's premises shall be entitled to overtime at the applicable rate for such call out subject to the minimum period prescribed in (a) above.

Where an employee who has not been Fostered on to a personal restriction situation is required to respond to an unscheduled network operation or customer servicing requirement via home based work equipment, i.e. through remote diagnostics, analysis and correction, the minimum entitlement shall be 1 hour at the applicable overtime rate. The simple provision of, or requirement to carry a mobile phone or wear a pager for contact purposes however does not provide an entitlement.

(c) Where an employee is required to attend to a subsequent unscheduled servicing requirement and the minimum payment period for the previous call out has not expired, the additional period for payment will extend only to the time the subsequent call out (including

travel time)
concludes.

6.14 Rest Breaks

(a) Employees will be entitled to an unpaid meal break of minimum half hour duration not later than 5 hours after commencing duty. Management may determine other breaks they deem reasonable. The timing and duration of all breaks will be structured by management to meet operational requirements.

Such breaks will not be extended to provide for split shifts.

The scheduling of meal breaks for part time employees, where applicable, shall have regard to their scheduled start and finish times.

(b) In the interests of health and safety, employees required to work overtime which continues on from their normal working day, should receive a break of at least 10 hours, inclusive of travel, before resuming normal work. Health and safety considerations must be the prime determinant for any employee who resumes work before this minimum break is completed. This period may be reduced if the overtime worked is as a consequence of voluntarily exchanged shifts.

(c) Where health and safety issues determine that it is necessary, an employee who has been recalled to undertake unscheduled servicing at the worksite or customer's premises or, who has been required to work overtime which is not continuous with their normal working day, should be relieved from duty on their next regular shift without deduction of pay, for a period equal to the length of the unscheduled servicing requirement (including travel time).

In times of identified emergency situations, provisions relating to scheduled breaks shall be relaxed until the emergency has been brought into a controlled situation.

Optus management is responsible for ensuring that the health and safety interests noted above are effectively implemented.

6.15 Partial Exemptions

The Agreement provisions relating to ordinary hours of work, start and finish times, overtime and unscheduled customer servicing shall not apply to employees in specified classifications as set out 'in Appendix A(I), A(ii) and A(iii) -

7.0 CLASSIFICATIONS, MINIMUM RATES AND REMUNERATION

7.1 Introduction

Optus and its employees agree that the unique challenges presented in maintaining a world leader operation requires:

- (a) the maintenance of Optus Minimum rates and total remuneration which recognise and reward excellence in leader-ship, productivity, team work and customer satisfaction;
- (b) the identification of appropriate core skills coveting engineering technical, customer service, cable television and other support functions;
- (c) the development and implementation of working patterns that maximise customer satisfaction through effective work practices and the implementation of new technology,
- (d) a commitment by Optus to provide employees with appropriate facilities and time to acquire nominated levels of skills/ technological competence; and
- (e) the application of personal development processes and structures that reflect the combined needs/skills of management and employees.

To give effect to these principles Optus and its employees agree that the following will apply.

7.2 job Classifications/Minimum Rates

(a) The jobs performed by Optus employees will be assigned to an appropriate grade level within the classifications of:

- (i) Engineering and Technical Services/Television Operations Employee;
- (ii) Customer Service/Television Programming and Production/General Support Employee; or
- (iii) Commission Based Sales Employee.

(b) Based on a clearly identified position within the classification structure and on the full utilisation of nominated competencies, the minimum rate for the position in each classification grading is set down in Appendix A (i), A(ii) and A(iii). The determination of actual salaries total remuneration and, for commission based sales employees, On Target Earnings (OTE), will be solely at the discretion of

Optus management.

- (c) Optus will allocate new positions to the appropriate grade taking into account factors such as market data, relativities and the positions' specific accountabilities, skill requirements and job size relative to the benchmark positions contained in Appendix A (i), A(ii) and A(iii).
- (d) Where major and demonstrable changes in accountabilities occur due to job function redesign, Optus may change the job grade to align it with a more appropriate benchmark position and where this occurs such change shall be deemed part of this Agreement.
- (e) In the unlikely event that such changes result in a reduced classification, no employee will suffer a reduction in their remuneration.
- (f) By reason of the Optus classification structure and the total remuneration provided by Optus, no higher duties payment will apply where employees work temporary beyond their grade.
- (g) An employee and Optus may agree that the employee's total entitlements shall be provided by way of salary and other employment benefits offered by Optus. In each such case the amount of the salary and the value of the other employment benefits as determined by Optus shall be combined to assess Optus compliance with the minimum rates provisions and other provisions of this Agreement.
- (h) Optus agrees that the minimum rate for each classification will be increased at 1 July 2004, 1 July 2005 and 1 July 2006 on the basis, as at April each year, of the most recent Department of Treasury forecast and/or indicated movement in the Headline Consumer Price Index for 2004/2005, 2005/2006 and 2006/2007 respectively and each such change shall be deemed to be part of this Agreement.

The Headline Consumer Price Index movement will, for each year, be derived from the Department of Treasury's projected year on year index figure.

In the event that in any year, the Department of Treasury projection is at variance with the actual Headline Consumer Price Index movement by more than 0.5%, the adjustment for the following year will take such variance into account.

7.3 Optus Remuneration Management

- (a) Whilst recognising that this Agreement reflects minimum entitlements only, Optus is committed to the retention of performance based remuneration schemes for full and part time employees.

Optus schemes will continue to be designed to further enhance Optus' focus on individual and group productivity, team work and customer service and its employees' commitment to this focus. Consistent with current practice, and as is necessary to ensure their effective implementation, such schemes will continue to be developed and implemented as determined solely by Optus management. Application of the schemes, including the relevant performance requirements, will be discussed with Optus employees.

Optus Human Resources and management will ensure that these schemes are implemented both fairly and equitably.

- (b) As part of the implementation of these schemes Optus commits to:

- (i) Continue to maintain Optus remuneration ranges with a range span of at least 35% over the minimum rates specified in the Agreement. The Optus remuneration ranges will be realigned each year taking the minimum rate adjustments into account.
- (ii) Maintain an incentive potential of up to 20% of remuneration for employees covered by the Optus General Incentive Plan. Optus will budget a minimum of 10% per annum, to meet the anticipated cost of the average incentive payment.
- (iii) Continue to budget a minimum of 2% of Optus employee remuneration costs specifically to cover annual performance based remuneration assessments. This budget is over and above that allocated to cover the minimum rate adjustments in Clause 7.2(h).
- (iv) Continue to review the adequacy of remuneration for eligible employees in Optus identified fast skills development positions' on a 6 monthly basis.
- (c) In implementing the Optus remuneration schemes, Optus management shall determine incentive payments and the actual remuneration of each employee according to its own performance assessment/progression criteria. These criteria will include areas such as full competency utilisation, performance effectiveness, overall contribution to the implementation of Optus values and the achievement of Optus business objectives, as appropriate.

- (d) Optus; employees, including new employees will be positioned, at an appropriate level within the span of the relevant Optus remuneration range structure depending solely on management's' assessment of their market based skills, expertise and anticipated work contribution. The monetary value at such level shall be the employee's remuneration for the purpose of this Agreement.

Employees will be encouraged to develop and utilise appropriate skills to enable them to be deployed by Optus in a highly flexible manner.

7.4 Employee Share Ownership

During the term of this Agreement, and as part of its ongoing commitment to performance based remuneration and reward, Optus may, at its absolute discretion and on terms determined by it, make opportunities available to full time and part time employees to facilitate their share ownership in SingTel Limited.

7.5 Annual Leave Loading

Employee remuneration under this Agreement incorporates an amount in lieu of any annual leave loading component.

7.6 Youth Rates

Age % of Adult Minimum Rate

Seventeen or under 60%
 Eighteen 70%
 Nineteen 80%
 Twenty 90%

7.7 Payments

(a) Salaries will be paid by Optus fortnightly (except where employees agree to monthly pay) and be paid into one or two bank accounts, or more where Optus agrees, nominated by the employee. Employees engaged in a partially exempt classification in accordance with Clause 6.15 shall be paid monthly.

(b) All employees shall be entitled to claim reimbursement of all reasonable work related expenses as specified in the Optus policies.

7.8 Superannuation

The parties acknowledge the existence of a superannuation fund (the Optus Superannuation Plan) which complies with the Superannuation Guarantee legislation, the Occupational Superannuation Standards Act 1987 and the Superannuation Industry Supervision legislation.

Superannuation contributions required to be made by Optus in respect of its employees, other than casual employees, pursuant to any legislative requirement or contract of employment shall be to the Optus Superannuation Plan.

A separate superannuation fund nominated by Optus will operate to receive any employer contributions required to be made by Optus in respect of a casual employee.

8.0 LEAVE PROVISIONS

8.1 Annual Leave

Full time employees will be entitled to 4 weeks (20 working days) annual leave upon each completed year of service. Part time and block time employees will be entitled to pro rata leave; the pro rata entitlement for part time employees shall be determined by reference to hours ordinarily worked. (In addition refer to Clause 6.9(f) for 7 day shift workers).

Optus will permit employees reasonable flexibility in raising annual leave with such leave to be taken in accordance with Optus policies, or, as otherwise agreed between Optus and the employee.

Optus annual leave policies will provide an annual opportunity by which each full time and part time employee, after he or she has completed 12 month's continuous service, may, if he or she wishes, choose to purchase one additional week of annual leave, or be paid in lieu of one week of annual leave entitlement, in each year of employment. The terms and application of such policies, shall at all times be at the sole discretion of Optus.

8.2 Sick Leave

Sick leave will not be bound by prescription, however employees applying for sick leave shall have regard for the trust and responsibility given to them by Optus.

Optus will ensure that reasonable paid sick leave is available to any Optus employee unable to attend and fulfil nominated work requirements as a result of legitimate illness or injury.

Optus will approve for payment, reasonable and legitimate requests for sick leave, but reserves the right to

- * require medical certificates in instances of frequent short duration and longer term absences;
- * to refer an employee for an independent medical opinion at Optus' expense; and
- * to limit the duration of paid sick leave where the leave is assessed as unreasonable after considering all aspects of the employee's employment, including in the case of block time employees, the duration of their block time contract.

8.3 Parental Leave

Employees shall be entitled to parental leave (maternity, paternity and adoption) in accordance with Optus policies which will always be maintained to provide, as a minimum, the standards included in federal legislation as varied from time to time.

Optus commits to provide a return to work entitlement to the position which the employee held immediately before proceeding on parental leave, or to a position comparable in status and not less Mi salary and in the same location as the position occupied immediately before proceeding on parental leave.

Optus parental leave benefits include:

(a) Parental Leave - maternity leave, adoption leave and leave to the primary carer provision of an eight week remuneration based payment to the following employees:

(i) maternity leave employees; and

(ii) paternity leave or adoption leave employees who take at least eight weeks paternity or adoption leave for the purpose of being the primary care giver to a child, or adopted child of the employee.

To be eligible for this parental leave payment, an employee must have declared their intention to return to work and be deemed by Optus to be a fully competent employee at the time of payment. This payment will be reduced by any amount paid by Optus to the employee as paid parental leave as a non primary care giver.

Half of the parental leave payment is payable at the commencement of the leave. The other half is payable following the employee's return to work. An employee may elect to take the payment in one of the following ways as best suits the employee's personal circumstances:

1) as a single payment of half the entitlement on departure on the parental leave and the balance following return to work; or

2) payment of either the first half, or second half of the entitlement by two or four equal payments over the relevant successive pay periods and the other half as a single payment; or

3) payment of both the first and second half of the entitlement by two or four equal payments over the relevant successive pay periods.

(b) Parental Leave - Non Primary Care Giver - provision of 10 days paid parental leave to an employee:

(i) whose spouse (including de facto and same sex partner) has given birth to a child,- or

(ii) who has adopted a child or whose spouse (including de facto spouse and same sex partner) has adopted a child.

(c) Additional Benefits

* Payment of pro rata incentive awards irrespective of the employee's subsequent return to work

* The provision of child care advisory services prior to the employee's return to work

* Access to the Employee Assistance Program whilst on parental leave.

* The continuation of the standard level of life and total and permanent disability insurance cover of the Optus Superannuation Plan.

* The inclusion of the period of parental leave for the purposes of Superannuation Plan vesting.

8.4 Jury Leave

Employees summoned to attend jury service will continue to receive their -salary for the duration of their attendance.

8.5 Bereavement Leave

Bereavement leave will not be bound by prescription, however, employees applying for bereavement leave shall have regard for the trust and responsibility given to them by Optus.

Optus will approve all reasonable requests for paid bereavement leave of up to 5 days on the occasion of the death of any member of the employee's immediate family. Paid leave beyond 5 days may be approved on a case by case basis subject to Optus policy. Applications for extended unpaid bereavement leave may also be considered.

For the purposes of this sub-clause, ('Bereavement Leave'), immediate family shall include;

(a) a spouse (including a former spouse, a de facto spouse and a former de facto spouse) of the employee. A de facto spouse means a person of the opposite, or same sex, who lives with the employee as husband, wife, or same sex partner, on a bona fide domestic basis although not legally married to the employee; and

(b) a child, adult child (including an adopted child, a stepchild, a foster child or an ex-nuptial child), parent (including foster parent and step parent), parent-in-law, grandparent, grandchild, sibling of the employee or of the spouse of the employee.

8.6 Public Holidays

Employees are entitled to all relevant gazetted public holidays in their state of employment.

In the event that any national public holiday is gazetted on different days in different states or territories, however, Optus may adopt the day which the majority of States gazette as the public holiday and treat that day only as the public holiday for all purposes.

8.7 Long Service Leave

Long service leave entitlements shall be in accordance with the Long Service Leave Act 1955 (NSW), provided that other comparable state or territory legislation shall apply in the state or territory concerned to the extent it is more beneficial.

Optus will permit employees reasonable flexibility in taking long service leave with such leave to be taken in accordance with Optus policies, or, as otherwise agreed between Optus and the employee.

The Optus long service leave policy will provide an option for an employee to make an application to take a maximum of 1.5 months of their long service leave entitlement at half their ordinary remuneration over double the period of leave taken - for example, by taking 1.5 months of their long service leave at half their ordinary remuneration, an employee may be on long service leave for 3 months. The option to take long service leave paid at half an employee's ordinary remuneration may be used in conjunction with, or separately from, any additional period of approved long service leave.

AU applications to take long service leave over an extended period on half of ordinary remuneration will be considered by Optus and approval will be subject to a number of factors, including the operational requirements of Optus.

The terms and conditions of the Optus Long Service Leave policy shall at all times be at the sole discretion of Optus.

8.8 Family Leave

Optus will reasonably consider any application for family leave to enable employees to provide short term assistance to ill member's of their immediate family. Where such leave is approved it may be granted as either paid or unpaid. Optus policies will always be maintained to provide, as a minimum the national standards determined from time to time by the Australian Industrial Relations Commission.

For the purposes of this sub-clause, (Family Leave , ('immediate family' shall include:

(a) a spouse (including a former spouse, a de facto spouse and a former de facto spouse) of the employee. A de facto spouse means a person of the opposite, or same sex, who lives with the employee as husband, wife, or same sex partner, on a bona fide domestic basis although not legally married to the employee; and

(b) a child, adult child (including an adopted child, a stepchild, a foster child or an ex-nuptial child), parent (including foster parent and step parent), parent-in-law, grandparent, grandchild, sibling of the employee or of the spouse of the employee.

8.9 Emergency Services Leave

An employee, who is a member of a recognised voluntary emergency services Organisation and who is required, by that Organisation, to attend a significant community emergency, is entitled to emergency services leave.

It is the responsibility of the employee to inform Optus of any such required attendance, including its timing and duration, and to provide Optus with evidence of the required attendance.

An employee complying with the above conditions shall receive payment of their ordinary pay for a period of up to 3 days in a twelve month period. Optus may, however, approve a longer period of paid leave, and/or a combination of paid and unpaid. leave, subject to the circumstances of the particular significant community emergency.

8.10 Other Leave

Optus will consider requests for leave for other purposes. Such requests will be considered on their merit and within the context of Optus' operational requirements and where allowed, be at the sole discretion of Optus and not otherwise. Where such leave is approved it may be granted as either paid or unpaid, provided that all Career Break leave approved in accordance with Optus' policy shall be unpaid leave.

8.11 Paid Leave Defined

For the purposes of this clause, 'Leave Provisions', payment for 'paid leave' shall be at the ordinary hour's rate of remuneration unless specifically provided otherwise by an Optus policy.

8.12 Effect of Unpaid Leave

Any period of approved unpaid leave which extends for more than 5 consecutive working days shall not count as service for any purpose under this Agreement or relevant legislation, but shall not break continuity of employment.

9.0 ISSUE PREVENTION AND RESOLUTION

9.1 Introduction

Optus 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 harmonious employee relations and to ensuring that customers are guaranteed continual access to Optus' network AU issues of concern should, in the first instance, be processed within the Optus employee relations environment. The Issue Prevention and Resolution' process contained in Appendix B is to be used for preventing and settling disputes arising under this Agreement.

9.2 Customer Supply Continuity

Employees and Optus agree that the operation of Optus' network and facilities and customer service functions will not be disrupted by any disputation between Optus and any or all of its employees while any issue in dispute is being processed through the Issue Prevention and Resolution' process (Appendix B).

10.0 TRAINING

The development of a world leader operation and a best practice workforce is critically dependent on Optus' provision of ongoing, relevant, and tailored training programs. All such management approved training will be directed towards facilitating the required implementation of leading edge technology by the development of a highly skilled workforce which is receptive to technological and operational change. Such training will also be designed to enhance an employee's personal growth opportunities within Optus through the development of relevant competencies consistent with company needs.

On the basis of the limited period of time that they are employed in the field, Cadet Trainees shall be excluded from performance based, remuneration schemes unless otherwise determined by Optus. 'Where such Cadets spend less than 50% of their ordinary hours in the field in any training year, they shall be entitled to receive a minimum of 90% of the relevant youth or adult minimum rate as appropriate-

11.0 WORKING ENVIRONMENT

Optus is committed to providing a working environment for its employees which is free of harassment and unlawful discrimination, which promotes equal opportunity and which is smoke free, and to ensuring that the working environment is both safe and healthy and in accordance with relevant legislation.

12.0 WORKERS' COMPENSATION

Any Optus employee who, as a result of an injury suffered in the course of his or her employment with Optus, receives payments under workers' compensation legislation, shall be paid by Optus the difference between the payments received under the workers' compensation legislation and the salary which would otherwise be paid to the employee up to a maximum of 52 weeks. Full participation in any approved return to work program will be a prerequisite to the payment of this make up payment.

13.0 FURTHER AGREEMENT

Optus and its employees agree that approximately 3 months before the end of the fife of this Agreement, that Optus will communicate with the employees then covered by the Agreement with a view to reaching a further Certified Agreement made between them to replace this Agreement.

14.0 AUSTRALIAN WORKPLACE AGREEMENTS

Nothing in this Agreement shall operate to prevent Optus and any of its employees, or groups of employees, from entering into an Australian Workplace Agreement concluded and approved M' accordance with the provisions of the Workplace Relations Act 1996. It is acknowledged by this Agreement that all Australian Workplace Agreements made subsequent to the certification of this Agreement shall be allowed to operate to its exclusion or to prevail over it to the extent of any inconsistency. (As contemplated by S170 VQ (6)(iii) of the Workplace Relations Act 1996).

EXECUTED

THE COMMON SEAL OF
OPTUS ADMINISTRATION PTY LIMITED
was affixed to this document PTY. LTD.

in the presence of:

Director/Secretary Director

Name Name

APPENDIX A.

(i) MINIMUM RATES
(Engineering & Technical Services/Television Operations)

MINIMUM RATE	JOB GROUPINGS	OPTUS RANGE REF
\$66,700 Subject to partial exemption	* Group Leader (Network Management, * Service Delivery, Field Operations, * Engineering * Technical Specialist * Other equivalent positions	14
\$58,950 Subject to partial exemption (except for the job groupings marked thus q)	* Senior Network Engineer * Senior Engineer * Design and Construction Co-ordinator * Site Negotiator * Environmental Planner * Other equivalent positions	13
\$53,100	* Team Leader (Network Management, Service * Delivery, Field Operations, Engineering) * Service Manager * Field Services Team Leader * Senior CAD Specialist * Other equivalent positions	12
\$45,750	* Network Engineer * Engineer * Senior Fibre Technician * Facilities Access Co-ordinator * Broadband Specialist * CAD Specialist * Other equivalent positions	11
\$39,450	* Associate Engineer (Network Management, * Service Delivery, Field Operations, Engineering) * Fibre Technician * Field Services Technician * Network Technician (Field Operations) * Other equivalent positions	10
\$36,100	* Graduate Engineer * Despatch Co-ordinator * Other equivalent positions	9
\$33,250	* Trainee Engineer	8

	* Cellular Technician	
	* Other equivalent positions	
\$29,850	* Stores Assistant	7
	* Other equivalent positions	
\$26,800	* Cadet Trainee	6
	* Trainee	
	* Other equivalent positions	

APPENDIX A

(ii) MINIMUM RATES (Customer Service/Television Programming and Production/General Support)

MINIMUM RATE	JOB GROUPING	OPTUS RANGE REF
\$58,950 Subject to partial exemption	* Marketing Executive II * Administration Manager * Systems Support Specialist * Other equivalent positions	13
\$53,100 Subject to partial exemption	* Facilities Co-ordinator * Systems Administrator * Systems Analyst * Financial Analyst II * Other equivalent positions	12
\$45,750 Subject to partial exemption	* Marketing Executive I * Team Leader (Customer Service) * Other equivalent positions	11
\$39,450	* Sales Co-ordinator * Executive Assistant * Team Leader (Switchboard) * Enquiry Centre Supervisor * Financial Analyst I * Team Leader (Billing Production) * Systems Co-ordinator * Offices Services Co-ordinator * Other equivalent positions	10
\$36,100	* Marketing Assistant * Customer Service Specialist * Video Traffic Scheduler * Other equivalent positions	9
\$33,250	* Customer Service Representative * Retail Sales Consultant* * Enquiry Centre Officer * Accounts Clerk * Billing Control Clerk * Graduate Trainee * Team Assistant * Sales Support Representative	8

	* Videotape Operator	
	* Videotape Library Assistant	
	* Other equivalent position	
\$29,850	* Operator (OCS)	
	* Typist	7
	* Word Processing Operator	
	* Mail-Clerk	
	* Receptionist	
	* Administrative Assistant	
	* Data Entry Operator	
	* Other equivalent positions	
\$26,800	* Clerical Assistant	
	* Cadet Trainee	6
	* Trainee	
	* Catering Assistant	
	* Other equivalent positions	

Retail Sales Consultants may, where they agree, be subject to a commission based remuneration structure provided that the minimum remuneration to apply shall not be less than 70% of the minimum rate prescribed in this Agreement as adjusted annually. The balance of their remuneration under such arrangement will comprise Achievement Incentives. Such commission based arrangements, where and for the time/s for which they operate, shall operate to the exclusion of the Optus General Incentive Scheme.

APPENDIX A

(iii) MINIMUM RATES (COMMISSION BASED SALES)

MINIMUM RATE	JOB GROUPING	OPTUS RANGE REF
\$58,950	Reserved	13
Subject to partial exemption		
\$53,100	* Sales Executive	
Subject to partial exemption	* Other equivalent positions	12
\$45,750	* Sales Representative (Retail)	
Subject to partial exemption	* Residential Sales Consultant#	11
	* Retention Sales Representative#	
	* Team Leader (Telemarketing/Teledirect)	
	* Other equivalent positions	
\$39,450	* Telesales Representative	10
	* Other equivalent positions	
\$36,1100	* Telemarketing/Teledirect Specialist	9
	* Other equivalent positions	
\$339250	* Telemarketing/Teledirect Representative	8
	* Other equivalent positions	
\$29,850	Reserved	7
\$269800	Reserved	6

The minimum rates prescribed for commission based Sales roles relate specifically to On Target Earnings (OTE) which includes 'Target Achievement Incentives'. For the purpose of compliance with this Agreement, the minimum remuneration as determined from the relevant Optus Sales Plan shall not be less than 50% of the OTE rate specified above.

Residential Sales Consultants or Retention Sales Representatives may, where they agree, be subject to a commission based remuneration structure providing minimum remuneration of less than 50% of the OTE prescribed in this Agreement as adjusted annually.

APPENDIX B

ISSUE PREVENTION AND RESOLUTION

It is the policy of Optus to provide a productive, rewarding, enjoyable, safe and non-discriminatory work environment for its employees. This environment should be characterised by co-operation, mutual respect and open communication directly between management and employees.

This clause sets out the procedures to be followed for preventing and settling disputes about matters arising under this Agreement between Optus and the employees covered by it.

AU issues of concern should, in the first instance, be processed within the Optus employee relations environment.

1. An employee who anticipates or is experiencing a job-related problem should in the first instance discuss it with his or her immediate supervisor or manager.

Manager's are required to set aside the time necessary for a fair and open discussion.

Under no circumstances shall an employee be disadvantaged if they raise an issue for discussion.

When appropriate, managers should investigate the facts, consider any policies and practices that may be applicable and consult with the Human Resources representative for independent advice as required. The manager should give the employee a specific response within a reasonable period of time.

2. If the problem is not resolved at this level, or if there is some reason why the problem cannot be discussed with the immediate supervisor, the employee is to take it to the next level manager or to their Human Resources representative. If it is deemed - appropriate this may include the involvement of the appropriate directors.

3. Should the above steps fail to resolve the issue, Optus acknowledges the employee's right to raise the issue with a union that is entitled to represent their interests who will then, in the first instance seek discussions through direct consultation with Optus Human Resource management.

4. If these discussions are unsuccessful the matter can be either referred by Optus or the employee to an agreed private mediator or arbitrator, or failing agreement, as nominated by the Australian Industrial Relations Commission.

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ISYS fetch:1.59
ISYS filter: 0.02
Build page: 0.45 (Add hyperlinks):0.00