



Fair Work
Australia

DECISION

Fair Work Act 2009

s.185—Approval of enterprise agreement

Optus Administration Pty Limited

(AG2009/15340)

OPTUS EMPLOYMENT PARTNERSHIP AGREEMENT (2009)

Telecommunications services

COMMISSIONER ROBERTS

BRISBANE, 15 OCTOBER 2009

Application for approval of the Optus Employment Partnership Agreement (2009).

[1] An application has been made for approval of an enterprise agreement known as the *Optus Employment Partnership Agreement (2009)* (the Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (the Act). It has been made by Optus Administration Pty Limited. The agreement is a single-enterprise agreement.

[2] I am satisfied that each of the requirements of ss.186, 187 and 188 as are relevant to this application for approval have been met.

[3] The Australian Municipal, Administrative, Clerical and Services Union being a bargaining representative for the Agreement, has given notice under s.183 of the Act that it wants the Agreement to cover it. In accordance with s.201(2) I note that the Agreement covers the organisation.

[4] The Agreement is approved and, in accordance with s.54, will operate from 22 October 2009. The nominal expiry date of the Agreement is 21 October 2012.

COMMISSIONER

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AMENDMENT TO DECISION

Fair Work Act 2009

s.185 - Application for approval of a single-enterprise agreement

Optus Administration Pty Limited

(AG2009/15340)

OPTUS EMPLOYMENT PARTNERSHIP AGREEMENT (2009)

(ODN AG2009/15340) [AE871783]

Telecommunications services

COMMISSIONER ROBERTS

SYDNEY, 23 OCTOBER 2009

Application for approval of the Optus Employment Partnership Agreement 2009.

[1] On 15 October 2009 I approved the *Optus Employment Partnership Agreement (2009)* (the Agreement)¹. The application for approval pursuant to s.185 of the *Fair Work Act 2009* (the Act) was lodged by Optus Administration Pty Limited (Optus) on 28 September 2009.

[2] On or about 21 October 2009 I was contacted via my Associate by a representative of the Communications, Electrical, Electronic, Energy, Information, Postal, Plumbing and Allied Services Union of Australia (the CEPU) on behalf of Mr Blackburne, the Assistant Secretary of the CEPU, advising me that the CEPU had drafted but neglected to lodge a form F22 seeking to be covered by the Agreement. It was put to me that this was purely an administrative oversight. The CEPU then contacted Optus at my request and Optus has confirmed that it is not opposed to the CEPU being a party to the Agreement. In this context, I note that Optus' original application for approval of the Agreement notes: "The CEPU has advised Optus of its support for EPA 2009 in correspondence and otherwise through flyers distributed to employees advocating a 'yes' vote for EPA 2009." The application went on to say: "Optus is uncertain whether the CEPU's support will extend to formally seeking to be covered by EPA 2009."

[3] I am satisfied that there has been an administrative error on the part of the CEPU in not filing its notice to be covered by the Agreement prior to the approval of that agreement on 15 October 2009. On the materials available to me, the CEPU is entitled to be covered by the Agreement and this is noted in Optus' original application and in an email to my Chambers on 23 October 2009.

[4] On the basis of the above, I have decided to amend the decision issued on 15 October 2009 (PR989872) to approve the Agreement, pursuant to s.201(2) of the Act, to include the following:

“The Communications, Electrical, Electronic, Energy, Information, Postal, Plumbing and Allied Services Union of Australia, being a bargaining representative for the Agreement, has given notice under s.183 of the Act that it wants the Agreement to cover it. In accordance with s.201(2) I note that the Agreement covers the organisation.”

COMMISSIONER

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¹ [2009] FWAA 629, PR989872.



2009

EMPLOYMENT PARTNERSHIP AGREEMENT

**OPTUS
EMPLOYMENT
PARTNERSHIP
AGREEMENT
(2009)**

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1. INTRODUCTION

This Agreement shall be known as the Optus Employment Partnership Agreement (2009).

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 and operates together with the minimum entitlements for employees under the applicable legislation which until 1 January 2010 includes the Fair Pay and Conditions Standard, then from 1 January 2010, the National Employment Standards in the Fair Work Act 2009 (Cth) (Fair Work Act).

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) Customer Focus;
- (b) Challenger Spirit;
- (c) Integrity;
- (d) Teamwork; and
- (e) Personal Excellence

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:

All 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;
- (f) 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. APPLICATION

- (a) 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 as at the date of this Agreement, being those employees to whom the minimum rates in Appendix A(i), A(ii) and A(iii) are applicable.
- (b) The terms of this Agreement shall prevail over the terms of the Optus Award 2000 or any Modern Award replacing that award, in accordance with the Fair Work Act.

3. DURATION OF AGREEMENT

This Agreement shall take effect 7 days after it is approved by Fair Work Australia and shall remain in force for 3 years.

4. MAJOR WORKPLACE CHANGE

- (a) 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.
- (b) Optus will consult with employees about major workplace changes that are likely to have a significant effect on them. Employees may be represented for the purposes of this consultation.

5. 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 Fair Work Act, 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 unless required by law.

5.6 Individual Flexibility Arrangements

Optus and an employee may agree to make an individual flexibility arrangement in accordance with the Fair Work Act.

5.7 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.

5.8 Termination of Employment

- (a) In the case of full time or part time employees, 1 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 2 years continuous service, 5 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 Fair Work Act.
- (d) In the case of a casual employee and subject to the Fair Work Act, 1 hour's notice of termination of employment shall be given by the employee or Optus.
- (e) In the case of block time employees, 1 week's 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 Fair Work Act.
- (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, 1 week's 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) 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.
- (j) Optus may set off any amounts an employee owes to Optus against any amounts Optus owes the employee at the date of termination.

5.9 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 5.8 and severance payment of 4 weeks' remuneration for 1 year's completed service and then 3 weeks' remuneration per completed year of service after 1 year's service. This severance payment shall not exceed 40 weeks' remuneration to any such employee. An employee shall not be entitled to a severance payment under this clause 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 in accordance with the relevant Act.

6. 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) 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.
- (d) Within the standard hours, management may nominate alternate work/off-line periods to be worked by the employee.
- (e) 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 work); 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 hours rate of remuneration.

6.5 Non Core 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 hours 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 rate 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 p.m. 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.
- (f) 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. Except as provided by law, where an employee is rostered for duty on less than 10 Sundays in the year, the employee will accrue the additional leave at the rate of a 1/2 day per rostered Sunday worked, up to a maximum of 5 days.
- (g) Shift employees while on annual leave shall 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 1 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 day's 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. If an employee elects to take time off in lieu instead of being paid overtime the employee will have no overtime payments owed to them.

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 a 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 / On-Call

(a) Rostered On-Call 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 rostered basis to ensure their availability for responding to unscheduled servicing requirements. This is known as "on-call".

Employees' rostered on-call must respond, in the appropriately identified manner to the relevant service demand/requirement within one half hour of being contacted, i.e. be directly en-route to the worksite or have remotely accessed via home based computer work equipment. In rostering employees on-call, 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 rostered on-call as above and who is required to attend the worksite or a customer's premises to respond 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-call but who is required to at the worksite or at a customer's premises to respond to unscheduled network operations or customer service requirements 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 rostered on-call 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.

An employee required to carry a mobile phone or wear a pager only for contact purposes, is not rostered on-call and is not eligible for the rostered on-call entitlement.

- (c) Where an employee (whether rostered on-call or not) 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 / on-call shall not apply to employees in specified classifications as set out in Appendix A(i), A(ii) and A(iii).

7. 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 leadership, productivity, team work and customer satisfaction;
- (b) the identification of appropriate core skills covering 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 employee's job grade to align it with a more appropriate benchmark position within the classification structure.
- (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 temporarily 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 2010, 1 July 2011 and 1 July 2012 on the basis, as at April each year, of the most recent Headline Consumer Price Index as currently published by the Australian Bureau of Statistics for 2009/2010, 2010/2011 and 2011/2012 financial years 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 published Australian Bureau of Statistics' projected year on year index figure as at 31 March.

In the event that in any year, the Australian Bureau of Statistics' projection is at variance with the actual published Australian Bureau of Statistics 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. The Optus Superannuation Plan will be the default superannuation fund for Optus employees.

The parties further acknowledge the right of an employee to have their contributions directed to a complying fund other than the Optus Superannuation Plan.

Optus will make Superannuation contributions which satisfy Optus' minimum contribution obligations in respect of its employees, other than casual employees, pursuant to any legislative requirement or contract of employment.

A 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. LEAVE PROVISIONS

Employees have certain minimum leave entitlements under applicable legislation. Optus policies will be maintained to provide, as a minimum, the standards required under the applicable legislation as amended from time to time.

8.1 Annual Leave

Full time employees will be entitled to 4 weeks (20 working days) annual leave upon each completed year of service, which accumulates on a pro rata basis. 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 taking 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 2 opportunities per year by which each full time and part time employee, after he or she has completed 12 months' continuous service, may, if he or she wishes, choose to purchase 1 additional week of annual leave (total maximum of 2 weeks per year) by forgoing an equivalent amount of pay, or be paid in lieu of 1 week of annual leave entitlement, per opportunity (total maximum of 2 weeks per year), subject to legislative requirements, in each year of employment.

An employee who wishes to sell annual leave must enter into a written agreement with Optus to do so on each occasion. An employee who sells annual leave will be paid at least the full amount that would have been payable had the employee taken the leave. However, an employee will not be permitted to sell annual leave if it would result in the employee's remaining accrued entitlement being less than the amount determined by legislation during the period of this Agreement.

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 reasonable evidence including medical certificates in instances of frequent short duration and longer term absences;
- 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.

From time to time, Optus may also refer an employee for an independent medical opinion at Optus' expense.

Optus' sick leave policy will be maintained to provide, as a minimum, the standards included in applicable legislation as varied from time to time.

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 in salary and in the same location as the position occupied immediately before proceeding on parental leave.

Optus parental leave benefits include:

- (a) Up to 12 weeks' base pay (or equivalent pro-rata amount for part time employees) during a period of parental leave, to the following employees:
 - (i) the individual that gives birth to a child and is primarily responsible for the care of the child; or
 - (ii) the primary care giver of an adopted child at the time of the child's placement.
- (b) Up to 8 weeks' base pay (or equivalent pro-rata amount for part time employees) to the following employees:
 - (i) the spouse (including de facto spouse or same sex partner) of the individual who gives birth or in respect of an adopted child, an employee whose partner is the primary care giver of the child who has been adopted. This benefit will be paid as follows:
 - (A) 2 weeks at the time of birth or adoption of the child; and
 - (B) up to an additional 6 weeks if the individual becomes the primary care giver on a full time basis prior to the first anniversary of the birth or adoption of the child. Any period of leave which falls past the first anniversary of the birth or adoption of the child will be unpaid.
- (c) Additional Benefits:
 - (i) the paid portion of parental leave will be counted as service for accruals of annual and long service leave, and for eligibility for employees covered by the Optus General Incentive Plan.
 - (ii) payment of pro rata incentive awards irrespective of the employee's subsequent return to work;
 - (iii) access to the Employee Assistance Program whilst on parental leave;
 - (iv) the continuation of the standard level of life and total and permanent disability insurance cover of the Optus Superannuation Plan; and
 - (v) the inclusion of the period of parental leave for the purposes of Superannuation Plan vesting.

During the period of this Agreement, it is possible that the Federal Government will introduce a paid parental leave scheme. If such a scheme is introduced Optus reserves its right to review the Parental Leave benefit under this clause to assess the interaction with the scheme and ensure as a minimum, eligible employees will receive the equivalent of the benefit under this clause.

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 & Compassionate 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 or household. 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.

Optus will approve all reasonable requests for paid compassionate leave of 2 days on the occasion of a member of the employee's immediate family or household contracting or developing a personal illness or sustaining a personal injury, where either situation poses a serious threat to his or her life. Paid leave beyond 2 days may be approved on a case by case basis subject to Optus policy. Applications for extended unpaid compassionate leave may also be considered.

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

- (a) a member of the employee's household;
- (b) 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
- (c) 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.

8.7 Long Service Leave

Long service leave entitlements shall be in accordance with the Long Service Leave Act 1955 (NSW), or any legislation which replaces that Act and applies to Optus, provided that other comparable state or territory legislation shall apply to an employee in the state or territory in which the employee is based, to the extent that the other legislation is more beneficial to the employee than the Long Service Leave Act 1955 (NSW). The other state and territory legislation which may apply to an employee is as follows:

- (a) Queensland – the Industrial Relations Act 1999 (sections 42 to 57);

- (b) Victoria – the Long Service Leave Act 1992;
- (c) South Australia – the Long Service Leave Act 1987;
- (d) Western Australia - the Long Service Leave Act 1958 & the Long Services Leave Order 1977;
- (e) Tasmania — the Long Service Leave Act 1976;
- (f) the Australian Capital Territory – the Long Service Leave Act 1976;
- (g) the Northern Territory - the Long Service Leave Act 1981; or
- (h) any legislation which replaces any of the Acts referred to above and applies to Optus.

The provisions set out above are intended to operate to the exclusion of any other laws of a state or territory dealing with long service leave.

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.

All 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.

Optus Long Service leave policies will provide an opportunity by which each full time and part time employee who has completed 10 years service, and therefore has an entitlement to Long Service Leave, may, if he or she wishes, choose to be paid in lieu of 2 weeks of long service leave in each year of employment after completing 10 years service. To the extent that applicable state or territory legislation provides for more beneficial conditions that state or territory legislation will apply.

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

8.8 Carer's Leave

Optus will reasonably consider any application for carer's leave to enable employees to provide short term assistance to ill members of their immediate family or in circumstances of an unexpected emergency affecting the employee's immediate family member. Where such leave is approved it may be granted as either paid or unpaid (subject to applicable law).

Optus policies will always be maintained to provide, as a minimum, the national standards determined from time to time by applicable legislation

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

- (a) a member of the employee's household;
- (b) 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
- (c) 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 requested, by that organisation, to attend an emergency or natural disaster, 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 12 month period. An employee may also be entitled to additional periods of paid leave, and/or a combination of paid and unpaid leave, subject to the circumstances of the particular emergency or natural disaster and applicable law.

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 hours rate of remuneration, or the greater of what is provided by an Optus policy or applicable law.

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. 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. All 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

Optus' employees agree that during 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) no employee will perform their duties or fail to perform their duties in a way which causes any disruption to the operation of Optus' network and facilities and customer service functions.

10. 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. 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. 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 from the date of injury. Full participation in any approved return to work program will be a prerequisite to the payment of this make up payment.

Executed as an Agreement:

**Signed for Optus Administration Pty
Limited** by its representative



Signature of Authorised Officer

←

PAUL O'SULLIVAN
Name of Authorised Officer (print)

CHIEF EXECUTIVE OFFICER
Office held by Authorised Officer

1 LYONPARK RD, MACQUARIE PARK NSW 2113
Address of Authorised Officer

24 SEPTEMBER 2009
Dated

APPENDIX A – MINIMUM RATES

(i) Engineering & Technical Services/Television Operations

MINIMUM RATE	JOB GROUPINGS	OPTUS RANGE REF
\$80,950 Subject to partial exemption (refer clause 6.15)	<ul style="list-style-type: none"> • Group Leader (Network Management, Service Delivery, Field Operations, Engineering) • Technical Specialist • Other equivalent positions 	14
\$70,300 Subject to partial exemption (refer clause 6.15) (except for the job groupings marked thus ø)	<ul style="list-style-type: none"> • ø Senior Network Engineer • ø Senior Engineer • Design and Construction Co-ordinator • Site Negotiator • Environmental Planner • Other equivalent positions 	13
\$63,250	<ul style="list-style-type: none"> • Team Leader (Network Management, Service Delivery, Field Operations, Engineering) • Service Manager • Field Services Team Leader • Senior CAD Specialist • Other equivalent positions 	12
\$54,550	<ul style="list-style-type: none"> • Network Engineer • Engineer • Senior Fibre Technician • Facilities Access Co-ordinator • Broadband Specialist • CAD Specialist • Other equivalent positions 	11
\$47,050	<ul style="list-style-type: none"> • Associate Engineer (Network Management, Service Delivery, Field Operations, Engineering) • Fibre Technician • Field Services Technician • Network Technician (Field Operations) • Other equivalent positions 	10
\$43,050	<ul style="list-style-type: none"> • Graduate Engineer • Despatch Co-ordinator • Other equivalent positions 	9
\$39,750	<ul style="list-style-type: none"> • Trainee Engineer • Cellular Technician • Other equivalent positions 	8

\$35,600	<ul style="list-style-type: none">• Stores Assistant• Other equivalent positions	7
\$32,100	<ul style="list-style-type: none">• Cadet Trainee• Trainee• Other equivalent positions	6

APPENDIX A – MINIMUM RATES

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

MINIMUM RATE	JOB GROUPING	OPTUS RANGE REF
\$70,300 Subject to partial exemption (refer clause 6.15)	<ul style="list-style-type: none"> • Marketing Executive II • Administration Manager • Systems Support Specialist • Other equivalent positions 	13
\$63,250 Subject to partial exemption (refer clause 6.15)	<ul style="list-style-type: none"> • Facilities Co-ordinator • Systems Administrator • Systems Analyst • Financial Analyst II • Other equivalent positions 	12
\$54,550 Subject to partial exemption (refer clause 6.15)	<ul style="list-style-type: none"> • Marketing Executive I • Team Leader (Customer Service) • Other equivalent positions 	11
\$47,050	<ul style="list-style-type: none"> • 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
\$43,050	<ul style="list-style-type: none"> • Marketing Assistant • Customer Service Specialist • Video Traffic Scheduler • Other equivalent positions 	9
\$39,750	<ul style="list-style-type: none"> • Customer Service Representative • Retail Sales Consultant* • Enquiry Centre Officer • Accounts Clerk • Billing Control Clerk • Graduate Trainee • Team Assistant • Sales Support Representative • Videotape Operator • Videotape Library Assistant • Other equivalent positions 	8

MINIMUM RATE	JOB GROUPING	OPTUS RANGE REF
\$35,600	<ul style="list-style-type: none"> • Operator (OCS) • Typist • Word Processing Operator • Mail Clerk • Receptionist • Administrative Assistant • Data Entry Operator • Other equivalent positions 	7
\$32,100	<ul style="list-style-type: none"> • Clerical Assistant • Cadet Trainee • Trainee • Catering Assistant • Other equivalent positions 	6

* 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 – MINIMUM RATES

(iii) Commission Based Sales

MINIMUM RATE	JOB GROUPING	OPTUS RANGE REF
\$70,300 Subject to partial exemption (refer clause 6.15)	Reserved	13
\$63,250 Subject to partial exemption (refer clause 6.15)	<ul style="list-style-type: none"> • Sales Executive • Other equivalent positions 	12
\$54,550 Subject to partial exemption (refer clause 6.15)	<ul style="list-style-type: none"> • Sales Representative (Retail) • Residential Sales Consultant# • Retention Sales Representative# • Team Leader (Telemarketing/Teledirect) • Other equivalent positions 	11
\$47,050	<ul style="list-style-type: none"> • Telesales Representative • Other equivalent positions 	10
\$43,050	<ul style="list-style-type: none"> • Telemarketing/Teledirect Specialist • Other equivalent positions 	9
\$39,750	<ul style="list-style-type: none"> • Telemarketing/Teledirect Representative • Other equivalent positions 	8
\$35,600	Reserved	7
\$32,100	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 and in relation to the National Employment Standards, between Optus and the employees covered by it.

All 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.

Managers 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 may consult with a Human Resources representative for advice as required. Employees may also seek assistance from a representative. The manager should give the employee a 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 may take it to the next level manager or to their Human Resources representative. If Optus deems 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 seek assistance from a representative 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 Fair Work Australia.