

Telstra Award 2015

This Fair Work Commission consolidated modern award was made on 9 February 2015
[\[PR560869\]](#)

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Part 1—Application and Operation

1. Title

This award is the *Telstra Award 2015*.

2. Commencement

2.1 This award commences on 9 February 2015.

2.2 The monetary obligations imposed on Telstra by this award may be absorbed into overaward payments. Nothing in this award requires Telstra to maintain or increase any overaward payment.

3. Definitions and interpretation

In this award, unless the contrary intention appears:

Act means the *Fair Work Act 2009* (Cth), as amended from time to time.

adult apprentice means a person of 21 years of age or over at the time of entering into a training contract for an apprenticeship in accordance with clause 13.3 of this award.

apprentice means a person who has entered into a contract of apprenticeship or a training agreement in accordance with clause 13.3 of this award.

calendar year means a period of 12 months starting on 1 January.

commission means any financial incentive payment, financial bonus or financial reward directly related to the soliciting or obtaining of orders or business by an individual sales professional, but will not be deemed to include any incentive payment, bonus or reward periodically made by Telstra on the basis of profitability or performance of the employee, or any section, group or division thereof.

default fund employee means an employee who has no chosen superannuation fund within the meaning of the *Superannuation Guarantee (Administration) Act 1992* (Cth).

defined benefit member has the meaning given by the *Superannuation Guarantee (Administration) Act 1992* (Cth), as amended from time to time.

dependents means a person who relies on an employee for their maintenance, in accordance with the list of persons described as ‘dependents’ by the Australian Tax Office.

employee means an employee of Telstra in Australia.

employer MySuper product has the meaning given by the Act.

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exempt public sector superannuation scheme has the meaning given by the *Superannuation Industry (Supervision) Act 1993* (Cth), as amended from time to time.

NES means the National Employment Standards as contained in the Act.

standard MySuper product has the meaning given by the Act.

standard rate means the minimum weekly wage for a Telecommunications Technical Employee in clause 13.1(c).

Telstra means Telstra Corporation Limited.

Telstra retail employee means an employee who works in a Telstra retail store and performs retail functions as described in the classifications in the *General Retail Industry Award 2010*.

workgroup means a group of employees who are operationally, geographically or organisationally distinct.

4. Coverage

4.1 This award covers:

- (a) Telstra; and
- (b) Telstra employees employed in the classifications listed in this award to the exclusion of any other modern award.

4.2 The *Telstra Award 2015* does not cover Telstra retail employees. Telstra retail employees are covered by the *General Retail Industry Award 2010* and not the terms of the *Telstra Award 2015*. For the avoidance of doubt the *Telstra Award 2015* will apply to Technical Stream employees, Technical Professional Stream employees, Clerical and Administrative Stream employees and Customer Contact Stream employees whose ordinary place of work is a Telstra retail store.

4.3 This award does not cover employees excluded from award coverage by the Act.

5. Access to the award and the NES

Telstra must ensure that copies of this award and the NES are available to all employees to whom they apply by electronic or other accessible means.

6. The NES and this award

The NES and this award contain the minimum conditions of employment for employees covered by this award.

7. Award flexibility

7.1 Notwithstanding any other provision of this award, Telstra and an individual employee may agree to vary the application of certain terms of this award to meet the

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genuine individual needs of Telstra and the individual employee. The terms that Telstra and the individual employee may agree to vary the application of are those concerning:

- (a) Arrangements for when work is performed;
- (b) Overtime rates;
- (c) Penalty rates;
- (d) Allowances; and
- (e) Leave loading.

7.2 Telstra and the individual employee must have genuinely made the agreement without coercion or duress. An agreement under this clause can only be entered into after the individual employee has commenced employment with Telstra.

7.3 The agreement between Telstra and the individual employee must be confined to a variation in the application of one or more of the terms listed in clause 7.1.

7.4 The agreement must result in the individual employee being better off overall, at the time that the agreement is made, than the employee would have been if no flexibility agreement had been agreed to.

7.5 The agreement between Telstra and the individual employee must:

- (a) be in writing, name the parties to the agreement and be signed by Telstra and the individual employee and, if the employee is under 18 years of age, the employee's parent or guardian;
- (b) state each of the terms of this award that Telstra and the individual employee have agreed to vary;
- (c) detail how the application of each term has been varied by agreement between Telstra and the individual employee;
- (d) detail how the agreement results in the individual employee being better off overall in relation to the individual employee's terms and conditions of employment; and
- (e) state the date that the individual agreement commences to operate.

7.6 Telstra must give the individual employee a copy of the agreement and keep a copy of the agreement as a time and wages record.

7.7 Except as provided for in clause 7.5(a) the agreement must not require the approval or consent of a person other than Telstra and the individual employee.

7.8 Where Telstra is seeking to enter into an agreement, it must provide a written proposal to the employee. Where the employee's understanding of written English is limited Telstra must take measures, including translation into an appropriate language, to ensure the employee understands the proposal.

- 7.9** The individual agreement may be terminated:
- (a) by Telstra or the individual employee giving 13 weeks' notice of termination, in writing, to the other party and the agreement ceasing to operate at the end of the notice period; or
 - (b) at any time, by written agreement between Telstra and the individual employee.

Note: If any of the requirements of section 144(4) of the Act, which are reflected in the requirements of this clause, are not met then the agreement may be terminated by either the employee or Telstra, giving written notice of not more than 28 days (see section 145 of the Act).

- 7.10** The right to make an agreement pursuant to this clause is in addition to, and is not intended to otherwise affect any provision for an agreement between Telstra and an individual employee contained in any other term of this award.

Part 2—Consultation and Dispute Resolution

8. Consultation regarding major workplace change

8.1 Telstra to notify

- (a) Where Telstra has made a definite decision to introduce major changes in production, program, organisation, structure or technology that are likely to have significant effects on employees, Telstra must notify the employees who may be affected by the proposed changes and their representatives, if any.
- (b) **Significant effects** include termination of employment; major changes in the composition, operation or size of Telstra's workforce or in the skills required; the elimination or diminution of job opportunities, promotion opportunities or job tenure; the alteration of hours of work; the need for retraining or transfer of employees to other work or locations; and the restructuring of jobs. However, where this award makes provision for alteration of any of the matters referred to in clause 8.1(a), an alteration is deemed not to amount to a 'significant effect'.

8.2 Telstra to discuss change

- (a) Telstra must discuss with the employees affected and their representatives, if any, the introduction of the changes referred to in clause 8.1(a), the effects the changes are likely to have on employees and measures to avert or mitigate the adverse effects of such changes on employees and must give prompt consideration to matters raised by the employees and/or their representatives in relation to the changes.
- (b) The discussions must commence as early as practicable after a definite decision has been made by Telstra to make the changes referred to in clause 8.1(a).
- (c) For the purposes of such discussion Telstra must provide the employees concerned and their representatives, if any, relevant information in writing about the changes including the nature of the changes proposed, the expected

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effects of the changes on employees and any other matters likely to affect employees provided that Telstra is not required to disclose confidential information, the disclosure of which would be contrary to Telstra's interests.

8.3 Consultation about changes to rosters or hours of work

- (a) Where Telstra proposes to change an employee's regular roster or ordinary hours of work, Telstra must consult with the employee or employees affected and their representatives, if any, about the proposed change.
- (b) Telstra must:
 - (i) provide to the employee or employees affected and their representatives, if any, information about the proposed change (for example, information about the nature of the change to the employee's regular roster or ordinary hours of work and when that change is proposed to commence);
 - (ii) invite the employee or employees affected and their representatives, if any, to give their views about the impact of the proposed change (including any impact in relation to their family or caring responsibilities); and
 - (iii) give consideration to any views about the impact of the proposed change that are given by the employee or employees concerned and/or their representatives.
- (c) The requirement to consult under this clause does not apply where an employee has irregular, sporadic or unpredictable working hours.
- (d) These provisions are to be read in conjunction with other award provisions concerning the scheduling of work and notice requirements.

9. Dispute resolution

- 9.1** In the event of a dispute about a matter under this award, or a dispute in relation to the NES, in the first instance the parties must attempt to resolve the matter at the workplace by discussion between the employee or employees concerned and the relevant supervisor/one-up manager. If such discussions do not resolve the dispute, the parties will endeavour to resolve the dispute in a timely manner by discussions between the employee or the employees concerned and more senior levels of management as appropriate.
- 9.2** If a dispute about a matter arising under this award or a dispute in relation to the NES is unable to be resolved at the workplace, and all appropriate steps under clause 9.1 have been taken, a party to the dispute may refer the dispute to the Fair Work Commission.
- 9.3** The parties may agree on the process to be utilised by the Fair Work Commission including mediation, conciliation and consent arbitration.
- 9.4** Where the matter in dispute remains unresolved, the Fair Work Commission may exercise any method of dispute resolution permitted by the Act that it considers appropriate to ensure the settlement of the dispute.

9.5 Telstra or an employee may appoint another person, organisation or association to accompany and/or represent them for the purposes of this clause.

9.6 While the dispute resolution procedure is being conducted work must continue in accordance with the award and the Act. Subject to applicable occupational health and safety legislation, an employee must not unreasonably fail to comply with a direction by Telstra to perform work, whether at the same or another workplace, that is safe and appropriate for the employee to perform.

Part 3—Types of Employment and Termination of Employment

10. Types of employment

An employee may be engaged by Telstra on a full-time, part-time or casual basis.

10.1 Full-time employment

An employee not specifically engaged as a part-time or casual employee is for the purposes of this award a full-time employee, unless otherwise specified in this award.

10.2 Part-time employment

- (a) An employee may be engaged to work on a part-time basis involving a regular pattern of hours which will average less than 36.75 hours per week. An employee so engaged will be paid per hour $1/36.75$ of the weekly rate prescribed by clause 13—Classifications and minimum wage rates, of this award for the work performed.
- (b) Overtime will be payable to part-time employees for time worked in excess of the hours fixed in accordance with the pattern of hours applicable to the employee. However, a part-time employee is not entitled to be paid overtime on a day until they have worked at least an equivalent number of hours that day to an equivalent full-time employee in the relevant section of the enterprise, provided that a part-time employee will not work more than 36.75 hours in any week at ordinary rates.
- (c) The terms of this award, except for the entitlements in clauses 16.1(c)–(e) which will be paid in full, will apply pro-rata to part-time employees on the basis that ordinary weekly hours for full-time employees are 36.75 hours.
- (d) Where a part-time employee's ordinary paid hours fall on a public holiday and work is not performed by the employee, such employee will not lose pay for the day. Where the employee works on the public holiday, such employee will be paid in accordance with clause 26—Public holidays of this award.

10.3 Casual employment

- (a) Telstra may engage employees on a casual basis in which case employment may be terminated by an hour's notice given either by Telstra or the employee, or by the payment or forfeiture of an hour's wages as the case may be.

- (b) A casual employee is one engaged and paid as such, and for working ordinary time will be paid per hour 1/36.75 of the weekly wage prescribed by this award for work performed, plus a casual loading of 25% in lieu of paid annual leave, paid personal leave, redundancy pay and notice of termination of employment.

11. Termination of employment

11.1 Notice of termination is provided for in the NES.

11.2 Notice of termination by an employee

The notice of termination required to be given by an employee is the same as that required of Telstra except that there is no requirement on the employee to give additional notice based on the age of the employee concerned. If an employee fails to give the required notice Telstra may withhold from any monies due to the employee on termination under this award or the NES, an amount not exceeding the amount the employee would have been paid under this award in respect of the period of notice required by this clause less any period of notice actually given to Telstra by the employee.

12. Redundancy

12.1 Notice of redundancy and redundancy pay

- (a) Redundancy and Notice of Redundancy are provided for by the NES.
- (b) In the event that an employee is made redundant:
 - (i) Telstra will provide the employee with four weeks' notice of termination of employment.
 - (ii) Redundancy pay will be calculated at two weeks per completed year of service on an employee's base rate of pay, except as provided for in clauses 12.1(b)(iv) and 12.1(b)(v). An employee will receive the greater of their entitlement under this clause 12.1(b)(ii) or the applicable NES redundancy pay entitlement.
 - (iii) The maximum redundancy pay will be 40 weeks' pay.
 - (iv) If an employee has been acting in a higher classification position for a continuous period of at least 12 months immediately before Telstra issued the notice of redundancy the redundancy pay will be calculated on the pay for the higher classified position.
 - (v) If an employee has been in receipt of shift penalties for six months or more in the 12 month period immediately before Telstra issued notice of redundancy, Telstra will include the weekly average shift penalties over this period when calculating the redundancy pay.

12.2 Transfer to lower paid duties

Where an employee is transferred to lower paid duties by reason of redundancy, the same period of notice must be given that the employee would have been entitled to if the employment had been terminated. Telstra may make a payment of an amount equal to the difference between the employee’s former ordinary rate of pay and the ordinary rate of pay in the new role for the number of weeks of notice still owing.

12.3 Employee leaving during notice period

An employee given notice of termination in circumstances of redundancy may terminate their employment during the period of notice. The employee is entitled to receive the benefits and payments they would have received under this clause had they remained in employment until the expiry of the notice, but the employee is not entitled to payment instead of notice.

12.4 Job search entitlement

- (a) An employee given notice of termination in circumstances of redundancy must be allowed up to one day’s time off work without loss of pay during each week of notice for the purpose of seeking other employment.
- (b) If the employee has been allowed paid leave for more than one day per week during the notice period for the purpose of seeking other employment, the employee must, at the request of Telstra, produce proof of attendance at an interview or they will not be entitled to payment for the time absent. For this purpose a statutory declaration will be sufficient.

Part 4—Minimum Wages and Related Matters

13. Classifications and minimum wage rates

13.1 Adult employees

A full-time adult employee must be paid a minimum weekly rate for their classification as set out in the tables below:

(a) **Customer Contact Stream**

| Classification | Rate per week (\$) |
|---------------------------------------|---------------------------|
| Customer Contact Officer Level 1 | 708.20 |
| Customer Contact Officer Level 2 | 746.20 |
| Principal Customer Contact Specialist | 786.30 |
| Customer Contact Team Leader | 814.20 |
| Principal Customer Contact Leader | 873.00 |

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(b) Clerical and Administrative Stream

| Classification | Rate per week (\$) |
|-------------------------------------|---------------------------|
| Clerical and Administration Level 1 | 684.70 |
| Clerical and Administration Level 2 | 708.20 |
| Clerical and Administration Level 3 | 746.20 |
| Clerical and Administration Level 4 | 814.20 |
| Clerical and Administration Level 5 | 873.00 |

(c) Technical Stream

| Classification | Rate per week (\$) |
|---|---------------------------|
| Telecommunications Trainee | 684.70 |
| Telecommunications Technical Employee | 746.20 |
| Telecommunications Technician | 792.30 |
| Advanced Telecommunications Technician | 814.20 |
| Principal Telecommunications Technician | 873.00 |
| Telecommunications Associate | 943.30 |

(d) Technical Professional Stream

| Classification | Rate per week (\$) |
|--------------------------------|---------------------------|
| Technical Professional Level 1 | 977.85 |
| Technical Professional Level 2 | 1010.79 |
| Technical Professional Level 3 | 1104.67 |
| Technical Professional Level 4 | 1245.90 |

(e) Sales Stream

| Classification | Rate per week (\$) |
|-----------------------|---------------------------|
| Sales Professional | 748.80 |

No Sales Professional will be remunerated solely by commission payment, nor by any salary or retainer that is lower than the amount of minimum remuneration for a Sales Professional.

(f) Media Stream

| Classification | Rate per week (\$) |
|--------------------------------|---------------------------|
| Media Relations Officer | 814.20 |
| Senior Media Relations Officer | 873.00 |

(g) The classification structure and descriptions for the above classifications are contained in Schedule A.

13.2 Junior Employees

Junior employees will be entitled to the percentage of the applicable adult weekly wage for their classification as set out in the table below:

| Age | % of adult rate |
|----------|-----------------|
| 15 years | 50 |
| 16 years | 60 |
| 17 years | 70 |
| 18 years | 100 |

13.3 Apprentices

- (a) The terms of this award will apply to apprentices except where it is otherwise stated.
- (b) Apprentices may be engaged in trades or occupations provided for in this award where recognised by a state or territory training authority.
- (c) In any state in which a statute or regulation relating to apprentices is in force, that statute or regulation will operate provided that such provisions are not inconsistent with this award, in which case the provisions of this award will apply.
- (d) In order to undertake training in accordance with this clause, a person must be a party to a contract of apprenticeship or a training agreement in accordance with the requirements of the relevant state or territory training authority or state or territory legislation. Telstra will provide and/or provide access to, training consistent with the contract or training agreement without loss of pay.
- (e) An apprenticeship may be cancelled or suspended only in accordance with the requirements of the contract of apprenticeship or training agreement and the requirements of state or territory legislation and the requirements of the relevant state or territory training authority.
- (f) The probationary period of an apprentice will be as set out in the training agreement or contract of apprenticeship consistent with the requirement of the relevant state or territory training authority and with state or territory legislation but will not exceed three months.
- (g) Apprentices attending technical colleges, schools, registered training organisations or TAFE and presenting reports of satisfactory conduct will be reimbursed all fees paid by them.
- (h) Except as provided for in this clause or where otherwise stated, all conditions of employment specified in the award will apply to apprentices. Redundancy provisions will not apply to apprentices. The ordinary hours of employment will not exceed those of the relevant tradesperson.
- (i) No apprentices under the age of 18 years will be required to work overtime or shiftwork unless they want to. No apprentice will, except in an emergency, work or be required to work overtime or shiftwork at times which would

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prevent their attendance in training consistent with the contract or training agreement.

- (j) Subject to clause 13.3(k), the period of apprenticeship will be four years, except where the period is varied with the approval of the relevant state or territory training authority.
- (k) Apprentices are required to serve an additional day for each day of absence during each year of their apprenticeship, except in respect of absences due to annual leave or long service leave. The following year of their apprenticeship does not commence until the additional days have been worked. However, any time that has been worked by the apprentice in excess of their ordinary hours will be credited to the apprentice when calculating the amount of additional time that needs to be worked in the relevant year.
- (l) Apprentices will be entitled to the percentage of the applicable adult weekly wage (in the case of part-time or casual employees the hourly rate) for the classification of Telecommunications Technical Employee as set out in the table below:

| Year of apprenticeship | Junior apprentice % of standard rate Not completed year 12 | Junior apprentice % of standard rate Completed year 12 | Adult apprentice % of standard rate |
|-------------------------------|---|---|---|
| 1st year | 50 | 55 | 80 |
| 2nd year | 60 | 65 | The highest of 80%, the national minimum wage, or the rate for the classification of Telecommunications Trainee |
| 3rd year | 75 | 75 | The highest of 80%, the national minimum wage, or the rate for the classification of Telecommunications Trainee |
| 4th year | 88 | 88 | The highest of 88%, the national minimum wage or the rate for the classification of Telecommunications Trainee |

- (m) Notwithstanding clause 13.3(l) above, where a person has been employed by Telstra, under this award, immediately prior to commencing their adult apprenticeship with Telstra, for at least six months as a full-time employee, or 12 months as a part-time or regular and systematic casual employee, that person must not suffer a reduction in their minimum wage by virtue of commencing their adult apprenticeship. For the purpose only of fixing a

minimum wage, the adult apprentice must continue to receive the minimum wage that applies to the classification specified in clause 13.1 in which the adult apprentice was engaged immediately prior to commencing their adult apprenticeship.

- (n) Time spent by an apprentice, other than an apprentice undertaking a school-based apprenticeship, in attending any training and/or assessment specified in, or associated with, the training contract is to be regarded as time worked for Telstra for the purposes of calculating the apprentice's wages and determining the apprentice's employment conditions. This paragraph is subject to the provisions of Schedule B—School-based apprentices.
- (o) **Excess travel costs for block release training**
- (i) Where an apprentice is required to attend block release training for training identified in or associated with their training contract, and such training requires an overnight stay, Telstra must pay for the excess reasonable travel costs incurred by the apprentice in the course of travelling to and from such training. Provided that this clause will not apply where the apprentice could attend an alternative Registered Training Organisation (RTO) and the use of the more distant RTO is not agreed between Telstra and the apprentice.
- (ii) For the purposes of this clause, excess reasonable travel costs include the total cost of the reasonable transportation (including transportation of tools where required), accommodation costs incurred while travelling (where necessary) and reasonable expenses incurred while travelling, including meals, which exceed those incurred in travelling to and from work. For the purposes of this clause, excess travel costs do not include payment for travelling time or expenses incurred while not travelling to and from block release training.
- (iii) The amount payable by Telstra under this clause may be reduced by an amount the apprentice is eligible to receive for travel costs to attend block release training under a Government apprentice assistance scheme. This reduction would only apply if an apprentice has either received such assistance or Telstra has advised the apprentice in writing of the availability of such assistance.

13.4 School-based apprentices

See Schedule B.

14. Annualised salary arrangements for higher classifications

14.1 The award provisions in clause 14.2 do not apply to persons in the following classifications:

- Principal Customer Contact Leader;
- Telecommunications Associate;
- Clerical and Administration Level 5;

- Technical Professional Level 4; and
- Senior Media Relations Officer.

14.2 Exempt award provisions

Clause 16—Allowances;

Clause 17—Payment of wages;

Clause 19—Hours of work;

Clause 20—Overtime;

Clause 21—Breaks;

Clause 22.5—Annual Leave Loading;

Clause 26.2—Payment for time worked on a public holiday.

14.3 Obligations upon Telstra for exempted classifications

The following obligations apply to Telstra in relation to exempted classifications in clause 14.1:

- (a) The ordinary hours of work of employees in those classifications set out in clause 14.1 of this award should not exceed the ordinary hours of duty that apply to other employees employed under this award. Telstra will compensate for:
 - (i) time worked regularly in excess of ordinary hours of duty;
 - (ii) time worked on public holidays;
 - (iii) time spent standing-by in readiness for a call back;
 - (iv) time spent carrying out duties outside of ordinary hours of duty over the telephone or via remote access arrangements; or
 - (v) time worked on afternoon, night or weekend shifts;
- (b) either by:
 - (i) taking these factors into account in the fixation of annual remuneration;
 - (ii) granting special additional remuneration;
 - (iii) granting a special allowance, penalty or loading; or
 - (iv) granting other compensation such as special additional leave.
- (c) An employee will be advised in writing upon engagement, or in any other case upon a request being made in writing to Telstra, of the method of compensation being used. The methods of compensation are set out in clause 14.3(b). If Telstra is compensating the employee by a method identified in clause 14.3(b), Telstra must identify the special additional remuneration, allowance, penalty or loading which is being paid.

(d) Annual salary not to disadvantage employees

The annual salary must be no less than the amount the employee would have received under this award for the work performed over the year for which the salary is paid (or if the employment ceases earlier, over such lesser period as has been worked).

(e) Annual salary to be reviewed annually

The annual salary of the employee must be reviewed by Telstra at least annually to ensure that compensation is appropriate having regard to the award provisions which are satisfied by the payment of the annual salary.

(f) Base rate of pay for employees on annual salary arrangements

For the purposes of the NES, the base rate of pay for an employee receiving an annual salary under this clause comprises the portion of annual salary equivalent to the relevant rate of pay in clause 13 and excludes any incentive-based payments, bonuses, loadings, monetary allowances, overtime and penalties.

(g) Transfers

Where an employee is transferred permanently from day work to shiftwork or from shiftwork to day work, such employee should receive at least one month's notice. However, Telstra and the employee may agree on a lesser period of notice.

(h) Payments of wages

At the election of Telstra, wages may be paid weekly or fortnightly or in accordance with existing practices. Where agreement is reached with an individual employee, wages may be paid four weekly or monthly. This agreement may be reached at the time when the employee commences employment, but is not limited to such time.

(i) Annual leave loading

Employees will be entitled to the annual leave payments specified in clause 22.5. However, annual leave loading will not be paid where:

- (i)** the total annual remuneration has been fixed to include annual leave loading; or
- (ii)** Telstra can demonstrate that other benefits related to annual leave of equal value to leave loading will be paid to the employee.

15. Supported Wage System

See Schedule C.

16. Allowances

16.1 All streams

The allowances in this clause do not apply for all purposes of the award unless specifically stated.

(a) First aid allowance

An employee who has been trained to render first aid and who is the current holder of appropriate first aid qualifications such as a certificate from the St John Ambulance or similar body must be paid a weekly allowance of 2% of the standard rate if appointed by Telstra to perform first aid duty.

(b) Higher duties allowance

(i) An employee is eligible for a higher duties allowance only if:

- Telstra requires an employee to perform work of a higher classification on a temporary basis (**Higher Duties**); and
- the employee performs the Higher Duties for five full days or more in a calendar year, with the days being worked consecutively or non-consecutively; and
- for the avoidance of doubt, for a day to count as a full day, the Higher Duties must be performed throughout the entire day.

(ii) The higher duties allowance is payable upon the completion of each block of five full days, and then each subsequent block of five full days where Higher Duties have been performed. For a part-time employee, one full day means the regular daily scheduled hours for that part-time employee.

(iii) Notwithstanding clause 16.1(b)(ii), if Telstra requires an employee to perform Higher Duties from a classification listed in clause 14.1, the employee must perform the Higher Duties for one week or more, worked continuously, to be eligible to receive the higher duties allowance. For part-time employees, one week means the regular weekly hours for that part-time employee.

(iv) In determining the higher duties allowance, Telstra will take into account the remuneration paid in the employee's normal role, the remuneration of the higher classified role, and the percentage of tasks performed from the higher classified role.

(v) If an employee performs all of the tasks from the higher classified role, the allowance will be the difference between the employee's minimum salary for the usual role and the minimum salary for the higher classified role.

(vi) If the employee is performing some, but not all, of the tasks from the higher classified role, Telstra will set the amount of the allowance.

(vii) If an employee goes on leave, and but for the taking of that leave, the employee would have performed the work of the higher classification and been eligible to receive the higher duties allowance, then the higher duties allowance will be paid.

(viii) If an employee goes on unplanned leave, and but for the taking of unplanned leave, the employee would have performed the work of the higher classification, then the period of unplanned leave will count for the purposes of clause 16.1(b)(ii).

(c) Meal allowance

An employee is entitled to a meal allowance of \$14.15 where the employee:

- (i) works overtime that is continuous with their ordinary hours,
- (ii) was not notified the previous day or earlier of the requirement to work overtime; and
- (iii) is eligible for a second meal break during the total period of work.

(d) Height allowance

An employee required to carry out work on a tower, mast, guy-rope and all telecommunications structures on the external faces of buildings and parapets, at a height of at least 15 metres for a minimum of two hours in any day, shall be paid a height allowance of 0.8041% of the standard rate per day.

(e) Wearing of respiratory protective device allowance

Where an employee is required to wear a respiratory protective device it will be supplied by Telstra. The respiratory protective device will conform, where relevant, to the Australian Standard 1716 (Specification for Respiratory Devices), as amended from time to time. The employee will be paid a wearing of respiratory protective device allowance of 0.2278% of the standard rate for each hour worked while wearing the respiratory protective device.

(f) Transfers, travelling and working away from usual place of work

(i) Distant work/travelling time payment

All reasonable out-of-pocket expenses incurred in connection with Telstra's business that is authorised by Telstra and properly paid for by the employee will be reimbursed by Telstra on the provision of receipts evidencing expenses paid by the employee.

Except as provided for elsewhere in this award, an employee directed by Telstra to travel in the employee's own time will be paid travelling time and all expenses incurred while travelling in accordance with clause 16.1(f)(ii). Further, an employee sent by Telstra from their usual locality to another and required to remain away from their usual residence will be paid expenses while so absent from their usual locality.

An employee is not entitled to be paid for travelling in the employee's accustomed workplace or territory. In circumstances where an employee is required to work away from the usual workplace or territory and

travels in the employee's own time to reach such place, the employee will be entitled to be paid for the time reasonably spent in travelling to such place in excess of that which would be spent travelling home to the accustomed workplace or boundary of the usual territory.

(ii) Payment for travelling

The amount of pay for an employee travelling outside of ordinary hours will be their ordinary rate of pay on Monday – Saturday and 150% of their ordinary rate of pay on Sundays and public holidays (subject to clause 26—Public holidays).

The maximum travelling time to be paid will be five hours out of every 24 hours.

The minimum travelling time to be paid will be 30 minutes in one day or 2.5 hours in any fortnightly pay period.

(iii) Expenses

Expenses for the purposes of clause 16.1(f)(i) means:

All fares reasonably incurred at the following standard:

- **Rail:** first class (including the provision of a sleeping berth where available for all night travel); and
- **Air:** economy class for all journeys.

Reasonable expenses incurred while travelling including an amount equivalent to the meal allowance in clause 16.1(c) for each meal taken (except where the cost of the meal is included in the fare).

Reimbursement of the cost incurred for lodging of reasonable hotel/motel standard.

16.2 Adjustment of expense related allowances

- (a) At the time of any adjustment to the standard rate, each expense related allowance will be increased by the relevant adjustment factor. The relevant adjustment factor for this purpose is the percentage movement in the applicable index figure most recently published by the Australian Bureau of Statistics since the allowance was last adjusted.
- (b) The applicable index figure is the index figure published by the Australian Bureau of Statistics for the Eight Capitals Consumer Price Index (Cat No. 6401.0), as follows:

| Allowance | Applicable Consumer Price Index figure |
|------------------|---|
| Meal allowance | Take away and fast foods sub-group |

16.3 Remote locality allowances

(a) Existing allowances

Subject to the terms of this award, any allowance, entitlement or benefit received by an employee immediately prior to the operative date of this award

by virtue of working in a remote locality shall continue to apply provided that the locality has not lost its classification as a remote locality. Telstra maintains a list of recognised rural and remote localities that does not form a part of this award which it may amend from time to time.

(b) District allowance

- (i) An employee is entitled to a district allowance determined and paid in accordance with this award if they live in a locality that attracts district allowance.
- (ii) For the avoidance of doubt, a district allowance is not payable to an employee whose work base is in, or who performs work predominantly in, Darwin, Townsville or Cairns.

(c) Components of the district allowance

The district allowance shall comprise of:

- (i) for an employee with dependents, an annual payment calculated on the following basis:

| Classification of remote location | Amount |
|--|--|
| Grade 1 | 837% of the standard rate per annum (the grade 1 amount) |
| Grade 2 | 67.95% of the grade 1 amount |
| Grade 3 | 50.16% of the grade 1 amount |
| Grade 4 | 20.53% of the grade 1 amount |

- (ii) for an employee without dependants, an annual payment calculated on the following basis:

| Classification of remote location | |
|--|---|
| Grade 1 | 61.85% of the grade 1 amount specified in clause 16.3(c)(i) |
| Grade 2 | 38.62% of the grade 1 amount specified in clause 16.3(c)(i) |
| Grade 3 | 27.40% of the grade 1 amount specified in clause 16.3(c)(i) |
| Grade 4 | 11.00% of the grade 1 amount specified in clause 16.3(c)(i) |

- (iii) additional annual leave calculated on the following basis:

| Classification of remote location | Additional leave |
|--|-------------------------|
| Grade 1 | 7 x days |
| Grade 2 | 5 x days |
| Grade 3 | 3 x days |
| Grade 4 | 2 x days |

16.4 Payment of airfares and other subsidies

Subject to the terms of this award, employees shall continue to be paid or provided the same value airfares and subsidies they were paid or provided by Telstra immediately prior to the operative date of this award, except that they will be paid as an annual payment.

17. Payment of wages

17.1 At the election of Telstra, wages may be paid weekly or fortnightly.

17.2 Wages must be paid by electronic funds transfer, except where, by mutual agreement between the employee and Telstra, they may be paid by cash or by cheque.

18. Superannuation

18.1 Telstra is required to make contributions to a complying superannuation fund for the benefit of an employee so as to avoid liability to pay a superannuation guarantee charge under the Superannuation Guarantee Charge Act 1992 (Cth) in relation to the employee.

18.2 Telstra is permitted to make contributions, for the benefit of a default fund employee, to the following:

- (a) Telstra Super (subject to meeting any legislative requirement that the fund be on the Schedule of Approved Employer MySuper Products or approved by a transitional authorisation under section 156K of the Act);
- (b) Telstra Super if the default fund employee is a defined benefit member of that fund;
- (c) any superannuation fund that offers an employer MySuper product that relates to Telstra and is on the Schedule of Approved Employer MySuper Products;
- (d) any superannuation fund that is an exempt public sector superannuation scheme;
- (e) any superannuation fund that is a public sector superannuation scheme (within the meaning of the Superannuation Industry (Supervision) Act 1993) where a law of a State requires Telstra to make contributions for the benefit of the employee to that fund; and
- (f) any superannuation fund in relation to which a transitional authorisation is in operation under section 156K of the Act.

18.3 If contributions are not made to a superannuation fund referred to in clause 18.2, Telstra is required to make contributions, for the benefit of a default fund employee, to a superannuation fund that offers a standard MySuper product.

18.4 Voluntary employee contributions

- (a) Subject to the governing rules of the relevant superannuation fund, an employee may, in writing, authorise Telstra to pay on behalf of the employee a specified amount from the post-taxation wages of the employee into the same

superannuation fund as Telstra makes the superannuation contributions provided for in clause 18.2.

- (b) An employee may adjust the amount the employee has authorised Telstra to pay from the wages of the employee from the first of the month following the giving of three months' written notice to Telstra.
- (c) Telstra must pay the amount authorised under clauses 18.4(a) or (b) no later than 28 days after the end of the month in which the deduction authorised under clauses 18.4(a) or (b) was made.

18.5 Absence from work

Subject to the governing rules of the relevant superannuation fund, Telstra must also make superannuation contributions provided for in clause 18.2 and pay the amount authorised under clauses 18.4(a) or (b) in the following circumstances:

- (a) while the employee is on any paid leave; and
- (b) where an employee is absent from work because of a work-related injury or illness, for the period of absence from work (subject to a maximum of 52 weeks in total), provided that:
 - (i) the employee is receiving workers' compensation payments or is receiving regular payments directly from Telstra in accordance with the statutory requirements; and
 - (ii) the employee remains employed by Telstra.

Part 5—Hours of Work and Related Matters

19. Hours of work

19.1 The ordinary hours of work are to be an average of 36.75 per week.

19.2 Except as provided for elsewhere in this award, a day work employee will not be required to work more than:

- (a) 7 hours and 21 minutes per day; or
- (b) 8 hours and 10 minutes per day.

19.3 The maximum daily hours of work for a shiftworker will be 10 hours per day and the minimum daily hours for a full-time shiftworker will be no less than 6.75 hours per day, except as provided elsewhere in this award.

19.4 Method of arranging ordinary hours

The method of arranging ordinary hours of work may be by:

- (a) employees working a consistent number of ordinary hours each day;
- (b) fixing one or more days a week on which employees work a lesser number of hours;

- (c) fixing one or more days on which all employees will be off work during a particular work cycle; or
- (d) rostering employees off on various days of the week during a particular work cycle so that each employee has one or more days off during that cycle.

19.5 Alteration to ordinary hours of work

Subject to Telstra's right to fix the daily hours for day work within the spread of hours referred to in clause 19.6 and the right to require employees to perform shiftwork, ordinary hours once determined may be altered:

- (a) by Telstra giving one week's notice of the requirement to change the arrangement of hours or the shift roster;
- (b) by mutual agreement between the employees concerned and Telstra;
- (c) at the discretion of Telstra, employees may be permitted to exchange shifts or days off to perform duty for another employee. In such circumstances, Telstra is not required to make any additional payment; or
- (d) by agreement between Telstra and an employee.

Provided that where an employee receives notice under clauses 19.5(a) and they raise significant concerns about the alteration of their hours of work due to their personal or family circumstances, Telstra will consult with the employee about such concerns.

19.6 Span of ordinary hours for day work

The ordinary hours of work for a day worker will be worked between the following spread of hours:

Monday to Friday – 7.00 am to 7.00 pm.

19.7 Span of ordinary hours for shift work

The ordinary hours for shiftworkers will be worked at the discretion of Telstra on any days of the week, Monday to Sunday, subject to clause 19.5 and the penalty rates in this clause. The ordinary hours of work for shiftworkers will not exceed 36.75 hours per week, or an average of 36.75 hours over a cycle of shifts.

(a) Afternoon shift work

- (i) Afternoon shift means any shift finishing after 7.00pm and at or before midnight.
- (ii) Employees on afternoon shift are entitled to a penalty of 15% for that shift.

(b) Night shift work

- (i) Night shift means any shift finishing subsequent to midnight and at or before 9.00 am.
- (ii) Except as provided for in clause 19.7(b)(iii) employees on night shift are entitled to a penalty of 15% for that shift.

(iii) An employee who:

- during a period of engagement on shift, works night shift only;
- remains on night shift for a longer period than four consecutive weeks;
or
- works on a night shift which does not rotate or alternate with afternoon shift or with day work so as to give the employee at least one third of the working time off night shift in each shift cycle,

is entitled to a penalty of 30% for time worked on such night shift. This penalty is in substitution for and, not cumulative upon, the night shift loading in clause 19.7(b)(ii).

The weekend penalty rates referred to in clause 19.8 apply instead of (and are not cumulative upon) the shift work penalties referred to in clause 19.7.

19.8 Weekend penalty rate

- (a) Employees are entitled to 150% of their ordinary rate of pay for all ordinary time worked between midnight on Friday and midnight on Saturday.
- (b) Employees are entitled to 200% of their ordinary rate of pay for all ordinary hours worked between midnight Saturday and midnight Sunday.
- (c) The penalties in clause 19.8(a) and (b) are in substitution for, and not cumulative upon the afternoon and night shift penalties prescribed in clause 19.7(a) and (b).

19.9 Minimum break between shifts

Wherever reasonably practicable, where an employee works a shift roster, shifts will be arranged so that there is a minimum break of ten hours, including reasonable travelling time, between the completion of work on one shift and the commencement of work on the next shift.

19.10 Daylight saving

For work performed which spans the time of introduction or cessation of a system of daylight saving prescribed by relevant state or territory legislation, an employee will be paid according to adjusted time (i.e. the time on the clock at the beginning of work and the time on the clock at the end of work).

19.11 Make-up time

- (a) An employee may elect, with the consent of Telstra, to work make-up time under which the employee takes time off during ordinary hours and works those hours at a later time during the spread of ordinary hours provided in this award.
- (b) An employee on shiftwork may elect, with the consent of Telstra to work make-up time under which the employee takes time off during ordinary hours and works those hours at a later time at the shiftwork rate which would have been applicable to the hours taken off.

19.12 The penalties in clause 19—Hours of work are not payable for periods of overtime or for time worked on public holidays.

19.13 Implementation of 12 hour shifts

Telstra may implement 12 hour shifts to suit operational requirements. The implementation of 12 hour days or shifts is subject to the following:

- (a) Proper health monitoring procedures being introduced;
- (b) Suitable roster arrangements being made;
- (c) Proper supervision being provided;
- (d) Adequate breaks being provided; and
- (e) An adequate trial or review process being implemented.

20. Overtime

20.1 Telstra may require full-time and part-time employees to work reasonable overtime in accordance with the provisions of this clause. All overtime must be authorised by Telstra.

20.2 Employees who are late starting or are absent for part of their ordinary hours on unpaid leave will complete their ordinary hours for that day prior to the entitlement to overtime payment for that day.

20.3 An employee may refuse to work overtime in some circumstances where the working of such overtime would result in the employee working hours which are unreasonable having regard to:

- (a) any risk to employee health and safety;
- (b) the employee's personal circumstances, including family responsibilities;
- (c) the needs of the workplace or workgroup;
- (d) the notice (if any) given by Telstra of the overtime and by the employee of his or her intention to refuse it; and
- (e) any other relevant matter.

20.4 When overtime is payable

Overtime will be paid to part-time or full-time employees in the following circumstances:

- (a) For work performed which is in excess of the maximum ordinary time hours pursuant to clause 19.2;
- (b) For work performed outside the span of ordinary hours; or
- (c) Work performed in excess of 36.75 hours per week or an average of 36.75 hours per week.

20.5 Payment for overtime

- (a) In calculating overtime, each day's work will stand alone.
- (b) An employee will receive payment for overtime worked rounded to the next fifteen minutes of the total amount of overtime claimed in a fortnightly pay period.
- (c) An employee's ordinary hourly rate of pay for calculating overtime payment will include higher duties allowance, where applicable.
- (d) Unless stated elsewhere in clause 20, all overtime will be paid:
 - (i) at 200% of the employee's ordinary rate of pay for all work between midnight on Saturday and midnight on Sunday;
 - (ii) at 250% of the employee's ordinary rate of pay for overtime worked on public holidays (subject to clause 26—Public holidays); or
 - (iii) in all other cases, at 150% of the employee's ordinary rate of pay for the first three hours and 200% of the employee's ordinary rate of pay thereafter.

(e) Saturday overtime for shiftworkers

A shiftworker will be paid at the rate of 200% for all overtime worked on a Saturday.

(f) Minimum payment – non-restriction situations

Where an employee is required to work overtime not continuous with ordinary work (excluding meal breaks) that employee will receive a minimum overtime payment of four hours at the applicable rate for each separate overtime attendance.

(g) Minimum payment – restriction situations

- (i) If an employee rostered in a restriction situation in accordance with clause 20.8—Essential Customer Servicing is required to report to their worksite or a customer premises:
 - they will receive a minimum overtime payment for three hours; but
 - where more than one attendance is involved, the minimum overtime payment will (subject to a minimum payment of three hours) not exceed the overtime payment that an employee would have received had they remained on duty for the entire time.
- (ii) If an employee rostered in a restriction situation in accordance with clause 20.10—Essential Customer Servicing is required to perform work at home, or is not rostered but is required to perform work, they will receive a minimum overtime payment for one hour.
- (iii) Clause 20.5 does not apply to clauses 20.16 to 20.19—Emergency work.

20.6 Rest period after overtime

- (a) Where an employee works overtime between periods of ordinary hours of work the employee will have 10 consecutive hours off work between the cessation of such overtime and the commencement of the employee's next period of ordinary hours work, without loss of pay.
- (b) An employee (other than a casual or part-time employee) who works so much overtime between the termination of the ordinary work on one day and the commencement of the ordinary work on the next day that the employee did not have at least 10 consecutive hours off duty between those times will, subject to this clause, be released after completion of such overtime until the employee has had 10 consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.
- (c) If on the instructions of Telstra an employee resumes or continues work without having had such 10 consecutive hours off duty, the employee will be paid 200% of their ordinary rate of pay until released from duty for such period and then is entitled to be absent until the employee has had 10 consecutive hours off duty without loss of pay.
- (d) The provisions of this clause will not apply to employees who are working under the provisions of clause 20.8—Essential Customer Servicing or clauses 20.16 to 20.19 concerning Emergency work.

20.7 Time off instead of payment for overtime

- (a) An employee may choose with the consent of Telstra, to take time off instead of payment for overtime at a time or times agreed by Telstra. This agreement must be in writing. The employee must take the time off within four weeks of working the overtime.
- (b) If the employee takes time off instead of payment for overtime then the amount of time off during ordinary hours will be taken at the ordinary time rate, that is an hour for each hour worked.
- (c) If requested by an employee, Telstra must, within one fortnight of receiving a request, pay the employee for any overtime worked. The employee must be paid at overtime rates.

20.8 Essential Customer Servicing

- (a) In order to satisfy essential customer servicing requirements, Telstra may roster an employee to be available to respond to business needs outside of ordinary hours of work.
- (b) In any rostering arrangement, for the purposes of this clause, Telstra will have regard to the employee's ability to be at, or to remotely access, the worksite within a timeframe which meets Telstra's needs.
- (c) The rostering of an employee for the purposes of this clause is the responsibility of Telstra. Eligibility for the prescribed allowance is based upon Telstra expressly rostering the employee in accordance with the provisions of this clause. The provision of a pager or mobile telephone for contact purposes does not automatically attract the operation of this clause or overtime penalties.

- 20.9** The rostering of an employee for the purposes of clause 20.8 should be based on a weekly cycle on the basis of the following:
- (a) **On-Call:** An employee who is required to remain contactable and available within a reasonable time to return to duty will be paid at 1.0453% of the standard rate per night and 2.4122% of the standard rate per day and night.
 - (b) **Emergent Call:** An employee who is required to be available and ready to return to duty within 30 minutes will be paid at 2.0906% of the standard rate per night and 4.8244% of the standard rate per day and night.
 - (c) **Immediate Call:** An employee who is required to remain at home and be ready for immediate recall to duty will be paid at 0.8845% of the standard rate per hour.
- 20.10** For the purposes of these Essential Customer Servicing provisions, return to duty may either be undertaken via remote access, by providing technical advice over the telephone or a return to the worksite as the work requires.
- 20.11** No payment will be made to an employee under these Essential Customer Servicing provisions where the employee has been appropriately rostered but does not or cannot hold themselves in the required degree of readiness to respond to a call to duty.
- 20.12** An employee who is called upon to perform duty at home which can effectively be performed at home but who elects to perform the work at the worksite, will only be eligible for payment as if the work was performed at home.
- 20.13** Where an employee performs work that:
- (a) is not continuous with ordinary work; and
 - (b) involves attendances both before and after midnight,
- the payment for the whole attendance will be at least equal to the minimum overtime payment applicable to one day. Where a higher overtime rate applies on one of those days, the minimum payment will be calculated at the higher rate.
- 20.14** In addition to the allowances in clause 20.9 an employee who is:
- (a) required to report to the worksite or a customer's premises will be paid at the relevant overtime rate for actual hours worked (including travel time);
 - (b) required to perform work at home will be paid at the relevant overtime rate for the actual hours worked; or
 - (c) not rostered in accordance with this part but is contacted to perform duty at home will receive 200% of their ordinary rate of pay for the actual time worked,
- subject to the minimum overtime payment provisions.
- 20.15** Rest relief provisions in respect of emergency duty will apply to duty which is performed under the essential customer servicing provisions. The provisions of clauses 20.8 to 20.15 do not apply to clauses 20.16 to 20.19—Emergency Work.

20.16 Emergency work

Where an employee is called to work to meet an emergency at a time when they would not ordinarily have been at work, and no notice of such call was given to them prior to their ceasing work on ordinary hours, he or she will be paid for such emergency work at the rate of 200% of their ordinary rate of pay. The time for which payment will be made will include time necessarily spent in travelling to and from work. The minimum payment under this clause will be for three hours.

20.17 Telstra may decide, for health reasons, that an employee who has undertaken emergency work is to be relieved from work his or her next ordinary rostered work period, without deduction from salary. Such period of relief will neither exceed the number of hours of emergency work nor extend into a second ordinary rostered work period.

20.18 This part, Emergency Work, will not apply to an employee whose work for the day is varied by alteration of the commencement of the scheduled ordinary rostered hours to meet an emergency.

20.19 The penalties in clause 20—Overtime are in substitution for, and not cumulative upon the penalties provided in clause 19—Hours of work and clause 26—Public holidays.

21. Breaks

21.1 No employee will be required to work for more than five hours without a break for a meal which for day workers and shift workers will be unpaid and for a period of not less than 30 minutes and not more than 60 minutes.

21.2 Shiftworkers who are required by Telstra to remain in attendance during their scheduled meal break will be paid at the applicable ordinary rate of pay for that meal break.

Part 6—Leave and Public Holidays

22. Annual leave

22.1 Annual leave is provided for by the NES.

22.2 This clause of the award supplements the provisions of the NES which deal with annual leave. Annual leave does not apply to casual employees.

22.3 For the purposes of the provisions of the NES that deal with annual leave, a shiftworker is an employee who is rostered to regularly work ordinary hours of work on Sundays and public holidays where that means they are rostered to work at least 10 Sundays in a year.

22.4 If a shiftworker is rostered on less than 10 Sundays in the year, additional annual leave will accrue at the rate of half a day for each Sunday worked, up to a maximum of five days.

22.5 Payment for annual leave

Employees will be paid at their base rate of pay for ordinary hours for periods of annual leave plus the greater of:

- (a) 17.5% of the base rate of pay for the period of annual leave taken; or
- (b) any additional amount that the employee would have received for working ordinary hours on a shift or Saturday or Sunday had the employee not been on annual leave.

22.6 Excessive leave

If Telstra has genuinely tried to reach agreement with an employee as to the timing of taking annual leave, Telstra can require the employee to take annual leave by giving not less than four weeks' notice of the time when such leave is to be taken if:

- (a) at the time the direction is given, the employee has eight weeks or more of annual leave accrued; and
- (b) the amount of annual leave the employee is directed to take is less than, or equal to, a quarter of the amount of leave accrued.

23. Personal/carer's leave and compassionate leave

23.1 Personal/carer's leave and compassionate leave are provided for in the NES.

23.2 This clause supplements the provisions of the NES which deal with personal/carer's leave and compassionate leave.

23.3 For each year of service with Telstra an employee will be entitled to 15 days of paid personal/carer's leave.

23.4 Personal/carer's leave will be paid at the employee's base rate of pay plus any shift penalties the employee would have received for working ordinary hours on a shift.

24. Community service leave

Community Service Leave is provided for by the NES.

25. Parental leave

Parental Leave is provided for by the NES.

26. Public holidays

26.1 Public holidays are provided for by the NES.

26.2 Payment for time worked on a public holiday

- (a) Employees will be paid in accordance with the penalties prescribed in clause 26.2(b) for all time worked on a public holiday (i.e. midnight to midnight or part thereof) for all public holidays referred to in section 115 of the Act.
- (b) An employee who is required to work on a public holiday will be paid at the following rates for the applicable minimum period described in clauses 20.5(f)–(g):
 - (i) day work—250% of an employee’s ordinary rate of pay;
 - (ii) afternoon and night shifts—200% of an employee’s ordinary rate of pay;
and

This rate of pay is in substitution for and not cumulative upon the penalties set out in clause 19—Hours of work and related matters or the overtime penalties in clause 20—Overtime.

- (c) Where a shift spans over two days, one of which is a public holiday, if the majority of the shift falls on a non-public holiday then the minimum engagement in clauses 20.5(f)–(g) will not apply.

Schedule A—Classifications and Definitions

A.1 Classification Tables

A.1.1 Customer Contact Stream

| Classification | Qualifications |
|---------------------------------------|-----------------|
| Customer Contact Officer Level 1 | Certificate II |
| Customer Contact Officer Level 2 | Certificate III |
| Principal Customer Contact Specialist | N/A |
| Customer Contact Team Leader | Certificate IV |
| Principal Customer Contact Leader | Diploma |

A.1.2 Clerical and Administrative Stream

| Classification | Qualifications |
|--|-----------------|
| Clerical and Administration Employee Level 1 | Certificate I |
| Clerical and Administration Employee Level 2 | Certificate II |
| Clerical and Administration Employee Level 3 | Certificate III |
| Clerical and Administration Employee Level 4 | Certificate IV |
| Clerical and Administration Employee Level 5 | Diploma |

A.1.3 Technical Stream

| Classification | Qualifications |
|---|------------------|
| Telecommunications Trainee | N/A |
| Telecommunications Technical Employee | Certificate II |
| Telecommunications Technician | Certificate III |
| Advanced Telecommunications Technician | Certificate IV |
| Principal Telecommunications Technician | Diploma |
| Telecommunications Associate | Advanced Diploma |

A.1.4 Technical Professional Stream

| Classification | Qualifications |
|--|-------------------|
| Technical Professional Stream Employee Level 1 | Bachelor's degree |
| Technical Professional Stream Employee Level 2 | Bachelor's degree |
| Technical Professional Stream Employee Level 3 | Bachelor's degree |
| Technical Professional Stream Employee Level 4 | Bachelor's Degree |

A.1.5 Sales Stream

| Classification | Qualifications |
|--------------------|----------------|
| Sales Professional | N/A |

A.1.6 Media Stream

| Classification | Qualifications |
|--------------------------------|-----------------------|
| Media Relations Officer | Bachelor's degree |
| Senior Media Relations Officer | Bachelor's degree |

A.2 Customer contact stream classifications**A.2.1 Customer Contact Officer Level 1****(a) Role definition**

A Customer Contact Officer Level 1 is employed to perform a prescribed range of functions involving known routines and procedures and has some accountability for the quality of outcomes. Such an employee will:

- receive calls;
- use common call centre telephone and computer technology;
- enter and retrieve data;
- work in a team; and
- manage their own work under guidance.

Such an employee provides at least one specialised service to customers such as sales and advice for products or services, complaints or fault enquiries or data collection for surveys.

(b) Indicative tasks

An employee at this level would normally perform the following indicative tasks:

- follow occupational health & safety policy and procedures;
- communicate in a customer contact centre;
- work in a customer contact centre environment;
- respond to inbound customer contact;
- conduct outbound customer contact;
- use basic computer technology;
- use an enterprise information system; and
- provide quality customer service.

An employee at this level would also normally perform some of the following indicative tasks:

- fulfil customer needs;
- process sales;

- action customers' fault reports;
- resolve customers' complaints;
- process low risk credit applications;
- process basic customer account enquiries; and
- conduct data collection.

(c) Qualifications or experience

An entry level employee, or employee who holds a certificate II in Telecommunications (Customer Contact) or equivalent would be classified at this level when employed to perform the functions in the role definition and taking into account the indicative tasks.

A.2.2 Customer Contact Officer Level 2

(a) Role definition

A Customer Contact Officer Level 2 is employed to perform a defined range of skilled operations, usually within a range of broader related activities involving known routines, methods and procedures, where some discretion and judgment is required in the selection of equipment, services or contingency measures and within known time constraints. Such an employee will:

- receive calls;
- use common call centre telephone and computer technology;
- enter and retrieve data;
- work in a team; and
- manage their own work under guidance.

This employee performs a number of functions within a customer contact operation requiring a diversity of competencies including:

- providing multiple specialised services to customers such as complex sales and service advice for a range of products or services, difficult complaint and fault inquiries and deployment of service staff;
- using multiple technologies such as telephony, internet services and face-to-face contact; and
- providing a limited amount of leadership to less experienced employees.

(b) Indicative tasks

An employee at this level would normally perform the following indicative tasks:

- follow occupational health & safety policy and procedures;
- communicate in a customer contact centre;

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- work in a customer contact centre environment;
- respond to inbound customer contact;
- conduct outbound customer contact;
- use basic computer technology;
- use an enterprise information system; and
- provide quality customer service.

An employee at this level would also normally perform some of the following indicative tasks:

- send and retrieve information over the internet using browsers and email;
- manage work priorities and professional development;
- manage workplace relationships in a contact centre;
- use multiple information systems;
- manage customer relationships;
- deploy customer service staff;
- conduct a telemarketing campaign;
- provide sales solutions to customers;
- negotiate with customers on major faults;
- resolve complex customer complaints;
- process high risk credit applications; and
- process complex accounts, service severance and defaults.

(c) **Qualifications or experience**

An employee with one to two years' experience in a contact centre or related work environment or who holds a Certificate III in Telecommunications (Customer Contact) or equivalent would be classified at this level when employed to perform the functions in the role definition and taking into account the indicative tasks.

A.2.3 Principal Customer Contact Specialist

(a) **Role definition**

A Principal Customer Contact Specialist is employed to perform a broad range of skilled applications and provide leadership and guidance to others in the application and planning of the skills. Such an employee:

- receives calls;
- uses common call centre telephone and computer technology;

- enters and retrieves data;
- works in a team; and
- manages their own work.

The employee works with a high degree of autonomy with authority to make decisions in relation to specific customer contact matters and provides leadership as a coach, mentor or senior staff member.

An employee at this level performs a number of functions within a customer contact operation requiring a diversity of competencies including:

- providing services to customers involving a high level of product or service knowledge, often autonomously acquired;
- using multiple technologies such as telephony, internet services and face-to-face contact; and
- taking responsibility for the outcomes of customer contact and rectifying complex situations involving emergencies, substantial complaints and faults, disruptions or disconnection of service or customer dissatisfaction.

(b) Qualifications or experience

An employee would be classified at this level when employed to perform the functions in the role definition having regard to the indicative tasks.

A.2.4 Customer Contact Team Leader

(a) Role definition

A Customer Contact Team Leader is employed to perform a broad range of skilled applications including evaluating and analysing current practices, developing new criteria and procedures for performing current practices and providing leadership and guidance to others in the application and planning of the skills. Such an employee:

- receives calls;
- uses common call centre telephone and computer technology;
- enters and retrieves data;
- works in a team; and
- manages their own work.

The employee works with a high degree of autonomy with authority to make decisions in relation to specific customer contact matters and provides leadership in a team leader role.

This employee performs a number of functions within a customer contact operation requiring a diversity of competencies including:

- providing services to customers involving a high level of product or service knowledge, often autonomously acquired;

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- using multiple technologies such as telephony, internet services and face-to-face contact; and
- taking responsibility for the outcomes of customer contact and rectifying complex situations involving emergencies, substantial complaints and faults, disruptions or disconnection of service or customer dissatisfaction.

(b) Indicative tasks

An employee at this level would normally perform the following indicative tasks:

- follow occupational health & safety policy and procedures;
- communicate in a customer contact centre;
- work in a customer contact centre environment;
- respond to inbound customer contact;
- conduct outbound customer contact;
- use basic computer technology;
- use an enterprise information system;
- provide quality customer service; and
- provide leadership in a contact centre.

An employee at this level would also normally perform some of the following indicative tasks:

- lead operations in a contact centre;
- monitor safety in a contact centre;
- implement continuous improvement in a contact centre;
- lead innovation and change in a contact centre;
- administer customer contact telecommunications technology;
- implement customer service strategies in a contact centre;
- implement information systems in a contact centre;
- acquire product or service knowledge;
- gather, collate and record information;
- analyse information;
- lead teams in a contact centre; and
- develop teams and individuals in a contact centre.

(c) Qualifications or experience

An employee with two or more years' practical work experience in a contact centre environment who possesses specialist vocational skills, such as leadership, or who holds a Certificate IV in Telecommunications (Customer Contact) or equivalent would be classified at this level when employed to perform the functions in the role definition and taking into account the indicative tasks.

A.2.5 Principal Customer Contact Leader

(a) Role definition

A Principal Customer Contact Leader is employed in the application of a significant range of fundamental principles and complex techniques across a wide and often unpredictable variety of functions in either varied or highly specific functions. Contribution to the development of a broad plan, budget or strategy is involved and accountability and responsibility for self and others in achieving the outcomes is involved.

A Telecommunications Customer Contact Leader would co-ordinate the work of a number of teams within a call centre environment, and would typically have a number of specialists/supervisors reporting to them.

(b) Indicative tasks

The following tasks are indicative of those performed by an employee at this level:

- manage personal work priorities and professional development;
- provide leadership in the workplace;
- establish effective workplace relationships;
- facilitate work teams;
- manage operational plan;
- manage workplace information systems;
- manage quality customer service;
- ensure a safe workplace;
- promote continuous improvement;
- facilitate and capitalise on change and innovation; and
- develop a workplace learning environment.

(c) Qualifications or experience

An employee with extensive proven practical experience, including team leadership, in a related work environment, who holds a Diploma – Front Line Management or equivalent would be classified at this level when employed to

perform the functions in the role definition and taking into account the indicative tasks.

A.2.6 Interpretation—Indicative tasks

The indicative tasks set out in A.2 are aligned to the units of competency in the Information Technology and Telecommunications Industry Training Advisory Board's endorsed customer contact competency standards in the Telecommunications Training Package (ICT10). The indicative tasks for Principal Customer Contact Leader are aligned to the units of competency in Business Services Training Australia's endorsed competency standards in the Business Services Training Package (BSB07).

In the event of a dispute over the meaning of the indicative tasks the relevant standards will be used to assist interpretation.

A.3 Clerical and administration stream classifications

A.3.1 Clerical and Administration Employee Level 1

(a) Role definition

An employee at this level:

- works under direct supervision with regular checking of progress;
- applies knowledge and skills to a limited range of tasks; and
- performs work within established routines, methods and procedures that are predictable and which require the exercise of limited discretion.

(b) Indicative tasks

The following tasks are indicative of those performed by an employee at this level:

- prepare for work;
- complete daily work activities;
- apply basic communication skills;
- plan skills development;
- use business equipment;
- follow workplace safety procedures;
- operate a personal computer;
- develop keyboard skills; and
- follow environmental work practices.

(c) Qualifications or experience

An entry level employee, or an employee who holds a Certificate I in Business or equivalent, would be classified at this level when employed to perform the functions in the role definition and taking into account the indicative tasks.

A.3.2 Clerical and Administration Employee Level 2

(a) Role definition

An employee at this level:

- works under routine supervision with intermittent checking;
- applies knowledge and skills to a range of tasks; and
- usually performs work within established routines, methods and procedures, which involve the exercise of some discretion and minor decision making.

(b) Indicative tasks

The following tasks are indicative of those performed by an employee at this level:

- work effectively in a business environment;
- organise and complete daily work activities;
- communicate in the workplace;
- work effectively with others;
- use business technology;
- process and maintain workplace information;
- prepare and process financial/business documents;
- deliver a service to customers;
- provide information to clients;
- implement improved work practices;
- participate in workplace safety procedures;
- handle mail;
- produce simple word-processed documents;
- create and use simple spreadsheets; and
- participate in environmental work practices.

(c) Qualifications or experience

An employee with relevant work experience, or who holds a Certificate II in Business or equivalent would be classified at this level when employed to

perform the functions in the role definition and taking into account the indicative tasks.

A.3.3 Clerical and Administration Employee Level 3

(a) Role definition

An employee at this level:

- works under limited supervision with checking related to overall progress;
- may be responsible for the work of others and may be required to co-ordinate such work;
- applies knowledge with depth in some areas and a broad range of skills; and
- performs work within routines, methods and procedures where some discretion and judgment is required.

(b) Indicative tasks

The following tasks are indicative of those performed by an employee at this level:

- exercise initiative in a business environment;
- organise personal work priorities and development;
- contribute to effective workplace relationships;
- contribute to personal skill development and learning;
- organise workplace information;
- produce business documents;
- maintain business resources;
- maintain financial records;
- recommend products and services;
- deliver and monitor a service to customers;
- maintain workplace safety;
- support innovation and change;
- maintain environmental procedures;
- produce texts from shorthand notes;
- produce texts from notes;
- produce texts from audio transcription;
- design and develop text documents;
- create and use databases;

- create electronic presentations;
- organise schedules;
- process payroll;
- process accounts payable and receivable;
- maintain a general ledger;
- support leadership in the workplace;
- participate in work teams;
- support operational plans;
- provide workplace information and resourcing plans;
- support continuous improvement systems and processes;
- deliver and monitor a service to customers; and
- support a workplace learning environment.

(c) Qualifications or experience

An employee with relevant work experience or qualifications or who holds a Certificate III in Business or equivalent would be classified at this level when employed to perform the functions in the role definition and taking into account the indicative tasks.

A.3.4 Clerical and Administration Employee Level 4

(a) Role definition

An employee at this level:

- works without supervision, with general guidance on progress and outcomes sought;
- may be responsible for the organisation of the work of others;
- applies knowledge with depth in some areas and a broad range of skills;
- performs a wide range of tasks, and the range and choice of actions required will usually be complex; and
- performs work within routines, methods and procedures where discretion and judgment is required, for both self and others.

(b) Indicative tasks

The following tasks are indicative of those performed by an employee at this level:

- develop work priorities;
- establish business networks;

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- develop teams and individuals;
- analyse and present research information;
- maintain business technology;
- co-ordinate business resources;
- report on financial activity;
- promote products and services;
- co-ordinate implementation of customer service strategies;
- monitor a safe workplace;
- promote innovation and change;
- implement and monitor environmental policies;
- show leadership in the workplace;
- manage effective workplace relationships;
- lead work teams;
- implement operational plan;
- implement workplace information system;
- implement continuous improvement;
- develop teams and individuals;
- produce complex texts from shorthand notes;
- produce complex business documents;
- develop and use complex databases;
- develop and use complex spreadsheets;
- organise meetings;
- organise business travel;
- administer projects; and
- prepare financial reports.

(c) **Qualifications or experience**

An employee with relevant work experience or who holds a Certificate IV in Business or equivalent qualifications would be classified at this level when employed to perform the functions in the role definition and taking into account the indicative tasks.

A.3.5 Clerical and Administration Employee Level 5

(a) Role definition

An employee at this level:

- may be responsible for the planning and management of the work of others;
- applies knowledge with substantial depth in some areas, and a range of skills which may be varied or highly specific;
- applies knowledge and skills independently and non-routinely; and
- exercises considerable judgment and initiative.

(b) Indicative tasks

The following tasks are indicative of those performed by an employee at this level:

- manage personal work priorities and professional development;
- provide leadership in the workplace;
- establish effective workplace relationships;
- facilitate work teams;
- manage operational plan;
- manage workplace information systems;
- manage quality customer service;
- ensure a safe workplace;
- promote continuous improvement;
- facilitate and capitalise on change and innovation;
- develop a workplace learning environment;
- manage the establishment and maintenance of a workgroup network;
- manage meetings;
- plan or review administration systems;
- manage payroll; and
- manage business document design and development.

(c) Qualifications or experience

An employee with extensive practical experience or who holds a Diploma in Business or equivalent would be classified at this level when employed to perform the functions in the role definition and taking into account the indicative tasks.

A.3.6 Interpretation—Indicative tasks

The indicative tasks set out in A.3 are aligned to the units of competency in Business Services Training Australia's endorsed competency standards in the Business Services Training Package (BSB07). In the event of a dispute over the meaning of the indicative tasks the relevant standards will be used to assist interpretation.

A.4 Technical stream classifications

A.4.1 Telecommunications Trainee

- (a) A Telecommunications Trainee is engaged in a course of training and development (other than through a new apprenticeship/traineeship) to enable them to perform technical functions in the telecommunications industry.
- (b) An employee at this level would not normally perform technical functions without direct/immediate supervision.
- (c) An employee would normally graduate from the course of training as a Telecommunications Technical Assistant.

A.4.2 Telecommunications Technical Employee

(a) Specialisations

- Telecommunications Technical Employee (Cabling); and
- Telecommunications Technical Employee (Customer Access Network).

(b) Telecommunications Technical Employee (Cabling)

(i) Role definition

A Telecommunications Technical Employee (Cabling) performs a prescribed range of functions involving known routines and procedures and accountability for the quality of outcomes.

An employee in this role installs telecommunications and data cabling and cabling products on customer premises in accordance with Australian Communications Authority requirements under the auspices of the industry registration regime.

(ii) Indicative tasks

The following tasks are indicative of those performed by an employee at this level:

- install cable support systems;
- place and secure cable;
- terminate metallic conductor cable;
- install functional and protective telecommunications earthing system;
- joint copper cable;
- alter services to existing cable system; and

- organise and monitor cabling to ensure compliance with regulatory and industry standards.

(iii) Qualifications

An employee who holds a Certificate II in Telecommunications Cabling or equivalent would be classified at this level when employed to perform the functions in the role definition and taking into account the indicative tasks.

(c) Telecommunications Technical Employee (Customer Access Network)

(i) Role definition

A Telecommunications Technical Employee (Customer Access Network) is employed to perform a prescribed range of functions involving known routines and procedures and accountability for the quality of outcomes.

An employee at this level installs telecommunications cabling and cabling support resources and equipment in Telstra owned customer access networks in accordance with specific Telstra requirements.

(ii) Indicative tasks

The following tasks are indicative of those performed by an employee at this level:

- follow occupational health and safety policy and procedures;
- use hand and power tools;
- work effectively in a telecommunications technology team;
- haul underground cable;
- install telecommunications service to a building;
- construct underground enclosures;
- joint metallic cable;
- splice optic fibre cable;
- joint and terminate coaxial cable;
- install an above ground equipment enclosure;
- erect cable supports; and
- fix aerial cable.

(iii) Qualifications

An employee who holds a Certificate II in Telecommunications (Access Network) or equivalent would be classified at this level when employed to perform the functions in the role definition and taking into account the indicative tasks.

A.4.3 Telecommunications Technician (Cabling and Customer Premises Equipment)

(a) Role definition

A Telecommunications Technician (Cabling and Customer Premises Equipment) performs a defined range of skilled operations, usually within a range of broader related activities involving known routines, methods and procedures, where some discretion is required in the selection of equipment, services or contingency measures and within known time constraints.

An employee in this role is involved in:

- the installation of telecommunications and data cabling and cabling products on customer premises in accordance with Australian Communications Authority requirements under the auspices of the industry registration regime; and
- the installation of voice and data telecommunications equipment.

This role includes assessing installation requirements, planning and performing installations, testing installed equipment and fault finding. It involves a degree of autonomy and may include some supervision of others.

(b) Indicative tasks

The following tasks are indicative of those performed by an employee at this level:

- install cable support systems;
- place and secure cable;
- terminate metallic conductor cable;
- place, secure and terminate structured cabling twisted pair for certification;
- place, secure and terminate optical fibre cable;
- place, secure and terminate coaxial cable;
- install functional and protective telecommunications earthing system;
- alter services to existing cable system;
- organise and monitor cabling to ensure compliance with regulatory and industry standards;
- install Customer Premises Equipment (CPE) systems and equipment;
- cut over new CPE systems and equipment;
- hand over systems and equipment;
- joint copper cable;
- train customers;
- recover CPE;

- refurbish CPE; and
- complete all administrative work associated with CPE activity.

(c) Qualifications

An employee who holds a Certificate III in Telecommunications Cabling and Customer Premises Equipment or equivalent would be classified at this level when employed to perform the functions in the role definition and taking into account the indicative tasks.

A.4.4 Advanced Telecommunications Technician

(a) Specialisations

- Advanced Telecommunications Technician (Telecommunications Access Planning);
- Advanced Telecommunications Technician (Engineering); and
- Advanced Telecommunications Technician (Telecommunications Computer Systems).

(b) Advanced Telecommunications Technician (Telecommunications Access Planning)

(i) Role definition

An Advanced Telecommunications Technician (Telecommunications Access Planning) performs a broad range of skilled applications including requirements to evaluate and analyse current practices, develop new criteria and procedures for performing current practices and provision of some leadership and guidance to others in the application and planning of the skills.

This role is concerned with planning the development of the customer access network infrastructure. The role requires an in-depth understanding of the access network, the capacity to develop planned additions and rectifications to the access network, as well as the ability to monitor the implementation of those plans.

(ii) Indicative tasks

The following tasks are indicative of those performed by an employee at this level:

- apply knowledge of Access Network Architecture and Core Components;
- apply knowledge of the internal and external influences upon the enterprise and the telecommunications industry;
- plan the Access Network;
- apply skills in risk management;
- apply skills in scope management;

- brief the project;
- manage effective workplace relationships;
- contribute to effective workplace relationships;
- plan assessment;
- conduct assessment;
- review assessment;
- train small groups;
- deliver training sessions; and
- review training.

(iii) Qualifications

An employee who holds a Certificate IV in Telecommunications Access Planning or equivalent would be classified at this level when employed to perform the functions in the role definition and taking into account the indicative tasks.

(c) Advanced Telecommunications Technician (Engineering)

(i) Role definition

An Advanced Telecommunications Technician (Engineering) performs a broad range of skilled applications including requirements to evaluate and analyse current practices, develop new criteria and procedures for performing current practices and provision of some leadership and guidance to others in the application and planning of the skills.

An employee in this role is involved in installing telecommunications and data communications equipment.

This role includes planning and performing installations, testing installed equipment and fault finding.

(ii) Indicative tasks

The following tasks are indicative of those performed by an employee at this level:

- follow occupational health and safety policy and procedures;
- use hand and power tools;
- work effectively in a telecommunications technology team;
- plan assessment;
- conduct assessment;
- review assessment;

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- identify requirements for customers' telecommunications equipment;
- prepare design drawings and specifications for a cable installation;
- estimate and quote on customer equipment installation;
- schedule and supply cable installation;
- supervise cabling project;
- organise resources;
- undertake a civil site survey;
- organise material supply;
- assign a transmission path;
- schedule resources;
- schedule CPE installation;
- install radio controlled CPE;
- install PC based CPE system programs;
- install an antenna/wave guide;
- test cable bearers;
- effect changes to existing CPE systems and equipment;
- cutover CPE additions, moves and changes;
- complete network equipment/software upgrades;
- commission an electronic system;
- schedule CPE maintenance;
- undertake preventive maintenance (CPE systems and equipment);
- perform tests and fault diagnosis on remote from the customer premises;
- locate and rectify CPE faults on site, on first-in basis;
- monitor, analyse and action telecommunications network alarms;
- undertake routine maintenance of the telecommunications network;
- undertake remote repair of network faults;
- locate and rectify network faults on a first-in basis;
- undertake outage management;
- conduct radio frequency measurements;
- conduct field tests of radio/wireless networks;

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- remotely locate and identify cable network faults;
- locate and diagnose cable faults;
- locate and diagnose electronic faults; and
- repair electronic faults.

(iii) Qualifications

An employee who holds a Certificate IV in Telecommunications Engineering or equivalent would be classified at this level when employed to perform the functions in the role definition and taking into account the indicative tasks.

(d) Advanced Telecommunications Technician (Telecommunications Computer Systems)

(i) Role definition

An Advanced Telecommunications Technician (Telecommunications Computer Systems) performs a broad range of skilled applications including requirements to evaluate and analyse current practices, develop new criteria and procedures for performing current practices and provision of some leadership and guidance to others in the application and planning of the skills.

An employee in this role is involved in:

- installing telecommunications computer equipment and telecommunications computer systems; and
- installing telecommunications data communications equipment.

This role includes planning and performing installations, testing installed equipment and fault finding.

(ii) Indicative tasks

The following tasks are indicative of those performed by an employee at this level:

- install PC based CPE system programs;
- effect changes to existing CPE systems and equipment;
- complete equipment/software upgrades;
- locate and rectify CPE faults on site, on a first-in basis;
- locate and rectify network faults on a first-in basis;
- cutover CPE additions, moves and changes;
- locate and diagnose cable faults;
- locate and diagnose electronic faults; and

- repair electronic faults.

(iii) Qualifications

An employee who holds a Certificate IV in Telecommunications Computer Systems or equivalent would be classified at this level when employed to perform the functions in the role definition and taking into account the indicative tasks.

A.4.5 Principal Telecommunications Technician

(a) Specialisations

- Principal Telecommunications Technician (Engineering); and
- Principal Telecommunications Technician (Telecommunications Computer Systems).

(b) Principal Telecommunications Technician (Engineering)

(i) Role definition

A Principal Telecommunications Technician (Engineering) performs work in a self-directed manner and applies knowledge and skills, with substantial depth in some areas where judgment is required in planning and selecting appropriate equipment, services and techniques for self and others.

An employee in this role is involved in:

- the installation and management of telecommunications computer equipment and telecommunications computer systems; and
- the installation and management of data communications equipment.

This role includes assessing installation requirements, planning and performing installations, testing installed equipment and fault finding. It involves a high degree of autonomy and may include some supervision of others.

(ii) Indicative tasks

The following tasks are indicative of those performed by an employee at this level:

- provide high level consultancy and technical support in the CPE sector;
- develop and deliver training associated with new and/or modified products;
- develop and deliver technical information to all company staff;
- develop CPE installation project plans;
- prepare a project brief;
- design a telecommunications project;

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- design an electronic network;
- prepare project specifications;
- acceptance test new systems and equipment;
- commission telecommunications network equipment;
- integrate new systems and equipment into the telecommunications network;
- cutover new and/or replacement network equipment;
- complete equipment/software upgrades;
- locate and rectify complex CPE system and equipment faults;
- provide expert advice and support on very complex CPE faults;
- analyse and organise repair of complex telecommunications network faults;
- undertake outage management;
- conduct tests on handset enhancements and international roaming agreements;
- develop software;
- use Photonics devices;
- integrate specialised Photonics devices into telecommunications systems;
- use a virtual instrument;
- perform Photonics laboratory techniques;
- configure and cutover a WDM system;
- administer a data communication (LAN or WAN) network; and
- test and measure mobile phone performance.

(iii) **Qualifications**

An employee who holds a Diploma in Telecommunications Engineering or equivalent would be classified at this level when employed to perform the functions in the role definition and taking into account the indicative tasks.

(c) **Principal Telecommunications Technician (Telecommunications Computer Systems)**

(i) **Role definition**

A Principal Telecommunications Technician (Telecommunications Computer Systems) performs work in a self-directed manner and applies

knowledge and skills, with substantial depth in some areas where judgment is required in planning and selecting appropriate equipment, services and techniques for self and others.

An employee in this role is involved in:

- the installation and management of telecommunications computer equipment and telecommunications computer systems; and
- the installation and management of data communications equipment.

This role includes assessing installation requirements, planning and performing installations, testing installed equipment and fault finding. It involves a high degree of autonomy and may include some supervision of others.

(ii) Indicative tasks

The following tasks are indicative of those performed by an employee at this level:

- acceptance test new systems and equipment;
- integrate new systems and equipment into the telecommunications network;
- cutover new and/or replacement network equipment;
- locate and rectify complex CPE system and equipment faults; and
- develop software.

(iii) Qualifications

An employee who holds a Diploma of Telecommunications Computer Systems or equivalent would be classified at this level when employed to perform the functions in the role definition and taking into account the indicative tasks.

A.4.6 Telecommunications Associate

(a) Specialisations

- Telecommunications Associate (Engineering); and
- Telecommunications Associate (Telecommunications Computer Systems).

(b) Telecommunications Associate (Engineering)

(i) Role definition

A Telecommunications Associate (Engineering) performs work involving the application of a significant range of fundamental principles and complex techniques across a wide and often unpredictable variety of contexts in relation to either varied or highly specific functions. Contribution to the development of a broad plan, budget or strategy is

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involved and accountability and responsibility for self and others in achieving the outcomes is involved.

An employee in this role is involved in:

- design, installation and management of telecommunications equipment and systems; and
- design, installation and management of data communications equipment.

This role includes assessing installation requirements, designing systems, planning and performing installations, testing installed equipment and fault finding. It involves a high degree of autonomy and may include some supervision of others.

(ii) **Indicative tasks**

The following tasks are indicative of those performed by an employee at this level:

- plan the development and growth of the telecommunications network;
- forecast service demand;
- prepare a project brief;
- develop project management plan;
- prepare a detailed design brief;
- undertake qualification testing of new or enhanced equipment and systems;
- undertake system administration;
- undertake network traffic management;
- co-ordinate fault rectification and restoration of service following network outages;
- ensure that network changes are implemented as planned with minimal impact to the customer;
- undertake network performance analysis;
- undertake management of the common channel signalling network;
- analyse and organise repair of the most complex telecommunications network faults;
- verify new software/hardware releases;
- monitor the capacity of, and recommend changes to, the mobile network;
- create code for applications; and

- prepare a detailed design for a communication network.

(iii) Qualifications

An employee who holds an Advanced Diploma in Telecommunications Engineering or equivalent would be classified at this level when employed to perform the functions in the role definition and taking into account the indicative tasks.

(c) Telecommunications Associate (Telecommunications Computer Systems)

(i) Role definition

A Telecommunications Associate (Telecommunications Computer Systems) performs work involving the application of a significant range of fundamental principles and complex techniques across a wide and often unpredictable variety of contexts in relation to either varied or highly specific functions. Contribution to the development of a broad plan, budget or strategy is involved and accountability and responsibility for self and others in achieving the outcomes is involved.

An employee in this role is involved in:

- design, installation and management of telecommunications computer equipment and systems; and
- design, installation and management of data communications equipment.

This role includes assessing installation requirements, designing systems, planning and performing installations, testing installed equipment and fault finding. It involves a high degree of autonomy and may include some supervision of others.

(ii) Indicative tasks

The following tasks are indicative of those performed by an employee at this level:

- undertake qualification testing of new or enhanced equipment and systems;
- undertake system administration;
- undertake network traffic management;
- undertake network performance analysis;
- create code for applications; and
- prepare a detailed design for a communication network.

(iii) Qualifications

An employee who holds an Advanced Diploma in Telecommunications Computer Systems or equivalent would be classified at this level when

employed to perform the functions in the role definition and taking into account the indicative tasks.

A.4.7 Interpretation—Indicative tasks

The indicative tasks set out in A.4 are aligned to the units of competency in the Information Technology and Telecommunications Industry Training Advisory Board's endorsed competency standards in the Telecommunications Training Package (ICT10). In the event of a dispute over the meaning of the indicative tasks the relevant standards will be used to assist interpretation.

A.5 Technical Professional Stream classifications

A.5.1 Technical Professional Stream Employee Level 1

(a) Role definition

An employee at this level:

- works under supervision from senior professionals with regular checking related to method of approach and requirements;
- draws upon advanced techniques and methods learned and relies on precedent or defined procedures for guidance; and
- contributes to personal skill development and learning.

(b) Indicative tasks

The following tasks are indicative of those performed by an employee at this level:

- undertakes initial professional tasks of limited scope and complexity such as minor phases of broader assignments, in office, plant, field or laboratory work;
- performs normal professional work and exercises individual judgment and initiative in the application of principles, techniques and methods; and
- assists senior professionals by carrying out tasks requiring accuracy and adherence to prescribed methods of professional analysis, design or computation.

(c) Qualifications

An employee who holds a university degree specialising in Science, Engineering or Information Technology would be classified at this level when employed to perform the functions in the role definition and taking into account the indicative tasks.

A.5.2 Technical Professional Stream Employee Level 2

(a) Role definition

An employee at this level plans and conducts professional work without detailed supervision but with guidance on unusual features and is usually

engaged on more responsible assignments requiring substantial professional experience.

(b) Indicative tasks

The following tasks are indicative of those performed by an employee at this level:

- assists in developing new professional approaches and techniques to the design or development of equipment or products;
- analyses business needs to develop functional and non-functional specifications; and
- assists with the development of technology guidelines and standards in the design and deployment of technology.

(c) Qualifications

An employee who holds a university degree specialising in Science, Engineering or Information Technology coupled with at least two years' professional experience would be classified at this level when employed to perform the functions in the role definition and taking into account the indicative tasks.

A.5.3 Technical Professional Stream Employee Level 3

(a) Role definition

An employee at this level performs duties requiring the application of mature professional knowledge. With scope for individual accomplishment and co-ordination of more difficult assignments, the employee deals with problems for which it is necessary to modify established guides and devise new approaches.

(b) Indicative tasks

The following tasks are indicative of those performed by an employee at this level:

- contributes to or applies new professional approaches and techniques to the design or development of equipment or products;
- works autonomously with minimal supervision;
- makes responsible decisions on matters assigned, including the establishment of professional standards and procedures; and
- consults, recommends and advises in specialty areas.

(c) Qualifications

An employee who holds a university degree specialising in Science, Engineering or Information Technology coupled with more than two years' professional experience would be classified at this level when employed to perform the functions in the role definition and taking into account the indicative tasks.

A.5.4 Technical Professional Stream Employee Level 4

(a) Role definition

An employee at this level performs professional work involving considerable independence in approach, demanding a considerable degree of originality, ingenuity and judgment, and knowledge of more than one field of, or expertise in a particular field of professional engineering or professional information technology.

(b) Indicative tasks

The following tasks are indicative of those performed by an employee at this level:

- initiates or participates in short or long range planning and makes independent decisions on professional engineering or information technology policies and procedures within an overall program;
- gives technical advice to management and operating departments;
- may take detailed technical responsibility for product development and provision of specialised professional engineering or professional information technology systems, facilities and functions;
- co-ordinates work programs;
- directs or advises on the use of equipment and materials;
- makes responsible decisions not usually subject to technical review, decides courses of action necessary to expedite the successful accomplishment of assigned projects, and may make recommendations involving large sums or long range objectives; and
- supervises a group or groups including professional and other staff, or exercises authority and technical control over a group of professional staff.

(c) Qualifications

SA n employee who holds a university degree specialising in Science, Engineering or Information Technology coupled with extensive years of professional experience would be classified at this level when employed to perform the functions in the role definition and taking into account the indicative tasks.

A.6 Sales stream classifications

A.6.1 Sales Professional

(a) Specialisations

- Sales Specialist (field based sales); and
- Senior Sales Specialist (field based sales).

(b) Sales Specialist (field based sales)

(i) Role definition

An employee at this level;

- is predominantly occupied in the selling process;
- does not operate for a substantial amount of time from a Telstra office based location; and
- works under limited supervision with checking related to overall progress.

(ii) Indicative tasks

The following tasks are indicative of those performed by an employee at this level:

- establishes and manages customer relationships;
- achieves revenue and sales objectives for defined portfolio; and
- analyses customer requirements.

(iii) Qualifications

An employee who holds a Certificate III in Business or equivalent with at least 2 years practical sales experience would be classified at this level when employed to perform the functions in the role definition and taking into account indicative tasks.

(c) Senior Sales Specialist (field based sales)

(i) Role definition

An employee at this level:

- is predominantly occupied in the selling process;
- does not operate for a substantial amount of time from a Telstra office based location;
- may be responsible for the organisation of the work of others; and
- performs a wide range of tasks, and the range and choice of actions required will usually be complex.

(ii) Indicative tasks

The following tasks are indicative of those performed by an employee at this level:

- establishes and manages strategic customer relationships;
- manages significant internal and external stakeholder management issues;

- achieves revenue and sales objectives for a defined portfolio or region;
- provides subject matter expertise on a defined solutions portfolio;
- develops, leads and implements the account strategy.

(iii) Qualifications

An employee with extensive proven experience in a sales related discipline or equivalent would be classified at this level when employed to perform the functions in the role definition and taking account the indicative tasks.

A.7 Media Stream Classifications

A.7.1 Media Relations Officer

(a) Role definition

An employee at this level:

- works without supervision or with minimal supervision, with general guidance on progress and outcomes sought;
- applies knowledge with depth in some areas and a broad range of skills; and
- performs work within routines, methods and procedures where discretion and judgement is required, both for self and others.

(b) Indicative tasks

The following tasks are indicative of those performed by an employee at this level:

- represents Telstra, its subsidiary companies and partners to media and principal media people throughout Australia and where appropriate, overseas;
- monitors media issues which impact/could impact upon Telstra and provides timely, accurate and researched briefings to management. Initiates positive Telstra responses to these issues;
- develops media releases from key speeches, policies, decisions, launches and other activities which will promote positive perceptions and create understanding of Telstra's role, goals and objectives;
- maintains a wide range of media contacts and enhances their understanding of Telstra activities, policies and corporate objectives, maintains up to date media contact lists;
- organises and promotes the availability of appropriate Telstra personnel as media spokespeople;
- implements response programme to criticism of Telstra in the media;
- maintains strong working relationships with all areas within Telstra and, through co-ordination with other corporate communications functions and with business units, provides effective issues management;

- provides high standard journalistic input to Telstra publications and electronic productions; and
- briefs photographers and camera operators to maximise pictorial support for journalistic activities.

(c) Qualifications

An employee who holds a university degree specialising in an appropriate field such as Arts, Media or Journalism would be classified at this level when employed to perform the functions in the role definition and taking account the indicative tasks.

A.7.2 Senior Media Relations Officer

(a) Role definition

An employee at this level:

- may be responsible for the planning and management of the work of others;
- applies knowledge with depth in some areas, and a range of skills which may be varied or highly specific;
- applies knowledge and skills independently and non-routinely; and
- exercises considerable judgement and initiative.

(b) Indicative tasks

A Senior Media Relations Officer would perform the same indicative tasks of those performed by a Media Relations Officer. However, in addition the following tasks are indicative of those performed by an employee at this level:

- prepares and reviews, in line with Telstra's corporate objectives and policies, media strategies and implementation plans and measurement techniques to assess their effectiveness;
- provides advice to senior management in the corporate centre, divisions, regions, districts and shared resource units on issues which expose/could expose Telstra to media interest within Australia and overseas;
- develops and implements action plans for media coverage of Telstra decisions and policies, addressing key target audiences and through identified target media;
- prepares speeches for senior Telstra personnel highlighting the key communications messages and objectives;
- organises and participates in training of key Telstra personnel to be effective spokespeople in the media.

(c) Qualifications

An employee who holds a university degree specialising in an appropriate field such as Arts, Media or Journalism would be classified at this level when

employed to perform the functions in the role definition and taking account the indicative tasks, where they have more than two years' experience in the field.

A.8 Notification of classification

Upon a request being made by an employee, the employee will be advised of the award classification which Telstra considers to be appropriate having regard to the definitions in this award and the duties performed by the employee.

If an employee disputes the classification assigned to them by Telstra the employee must advise Telstra in writing. If the dispute is unable to be resolved by Telstra and the employee in a reasonable time it will be dealt with in accordance with clause 9—Dispute resolution.

Schedule B—School-based Apprentices

- B.1** This schedule applies to school-based apprentices. A school-based apprentice is a person who is undertaking an apprenticeship in accordance with this schedule while also undertaking a course of secondary education.
- B.2** A school-based apprenticeship may be undertaken in the trades covered by this award under a training agreement or contract of training for an apprentice declared or recognised by the relevant State or Territory authority.
- B.3** The relevant minimum wages for full-time junior and adult apprentices provided for in this award, calculated hourly, will apply to school-based apprentices for total hours worked including time deemed to be spent in off-the-job training.
- B.4** For the purposes of clause B.3, where an apprentice is a full-time school student, the time spent in off-the-job training for which the apprentice must be paid is 25% of the actual hours worked each week on-the-job. The wages paid for training time may be averaged over the semester or year.
- B.5** A school-based apprentice must be allowed, over the duration of the apprenticeship, the same amount of time to attend off-the-job training as an equivalent full-time apprentice.
- B.6** For the purposes of this schedule, off-the-job training is structured training delivered by a Registered Training Organisation separate from normal work duties or general supervised practice undertaken on the job.
- B.7** The duration of the apprenticeship must be as specified in the training agreement or contract for each apprentice but must not exceed six years.
- B.8** School-based apprentices progress through the relevant wage scale at the rate of 12 months progression for each two years of employment as an apprentice, or at the rate of competency based progression if provided for in this award.
- B.9** The apprentice wage scales are based on a standard full-time apprenticeship of four years (unless the apprenticeship is of three years duration), or stages of competency based progression if provided for in this award. The rate of progression reflects the average rate of skill acquisition expected from the typical combination of work and training for a school-based apprentice undertaking the applicable apprenticeship.
- B.10** If an apprentice converts from school-based to full-time, the successful completion of competencies (if provided for in this award) and all time spent as a full-time apprentice will count for the purposes of progression through the relevant wage scale in addition to the progression achieved as a school-based apprentice.
- B.11** School-based apprentices are entitled pro rata to all of the other conditions in this award.

Schedule C—Supported Wage System

C.1 This schedule defines the conditions which will apply to employees who because of the effects of a disability are eligible for a supported wage under the terms of this award.

C.2 In this schedule:

approved assessor means a person accredited by the management unit established by the Commonwealth under the supported wage system to perform assessments of an individual's productive capacity within the supported wage system;

assessment instrument means the tool provided for under the supported wage system that records the assessment of the productive capacity of the person to be employed under the supported wage system;

disability support pension means the Commonwealth pension scheme to provide income security for persons with a disability as provided under the Social Security Act 1991 (Cth), as amended from time to time, or any successor to that scheme;

relevant minimum wage means the minimum wage prescribed in this award for the class of work for which an employee is engaged;

supported wage system (SWS) means the Commonwealth Government system to promote employment for people who cannot work at full award wages because of a disability, as documented in the Supported Wage System Handbook. The Handbook is available from the following website: www.jobaccess.gov.au;

SWS wage assessment agreement means the document in the form required by the Department of Education, Employment and Workplace Relations that records the employee's productive capacity and agreed wage rate.

C.3 Eligibility criteria

C.3.1 Employees covered by this schedule will be those who are unable to perform the range of duties to the competence level required within the class of work for which the employee is engaged under this award, because of the effects of a disability on their productive capacity and who meet the impairment criteria for receipt of a disability support pension.

C.3.2 This schedule does not apply to any existing employee who has a claim against Telstra which is subject to the provisions of workers compensation legislation or any provision of this award relating to the rehabilitation of employees who are injured in the course of their employment.

C.4 Supported wage rates

C.4.1 Employees to whom this schedule applies will be paid the applicable percentage of the relevant minimum wage according to the following schedule:

| Assessed capacity (clause C.5) | Relevant minimum wage |
|---------------------------------------|------------------------------|
| % | % |
| 10 | 10 |
| 20 | 20 |
| 30 | 30 |
| 40 | 40 |
| 50 | 50 |
| 60 | 60 |
| 70 | 70 |
| 80 | 80 |
| 90 | 90 |

C.4.2 Provided that the minimum amount payable must be not less than \$80 per week.

C.4.3 Where an employee's assessed capacity is 10%, they must receive a high degree of assistance and support.

C.5 Assessment of capacity

C.5.1 For the purpose of establishing the percentage of the relevant minimum wage, the productive capacity of the employee will be assessed in accordance with the Supported Wage System by an approved assessor, having consulted with Telstra and the employee and, if the employee so desires, a union which the employee is eligible to join.

C.5.2 All assessments made under this schedule must be documented in an SWS wage assessment agreement, and retained by Telstra as a time and wages record in accordance with the Act.

C.6 Lodgement of SWS wage assessment agreement

C.6.1 All SWS wage assessment agreements under the conditions of this schedule, including the appropriate percentage of the relevant minimum wage to be paid to the employee, must be lodged by Telstra with the Fair Work Commission.

C.6.2 All SWS wage assessment agreements must be agreed and signed by the employee and Telstra parties to the assessment. Where a union which has an interest in the award is not a party to the assessment, the assessment will be referred by the Fair Work Commission to the union by certified mail and the agreement will take effect unless an objection is notified to the Fair Work Commission within 10 working days.

C.7 Review of assessment

The assessment of the applicable percentage should be subject to annual or more frequent review on the basis of a reasonable request for such a review. The process of review must be in accordance with the procedures for assessing capacity under the supported wage system.

C.8 Other terms and conditions of employment

Where an assessment has been made, the applicable percentage will apply to the relevant minimum wage only. Employees covered by the provisions of this schedule will be entitled to the same terms and conditions of employment as other workers covered by this award on a pro rata basis.

C.9 Workplace adjustment

If Telstra wishes to employ a person under the provisions of this schedule, Telstra must take reasonable steps to make changes in the workplace to enhance the employee's capacity to do the job. Changes may involve re-design of job duties, working time arrangements and work organisation in consultation with other workers in the area.

C.10 Trial period

- C.10.1** In order for an adequate assessment of the employee's capacity to be made, Telstra may employ a person under the provisions of this schedule for a trial period not exceeding 12 weeks, except that in some cases additional work adjustment time (not exceeding four weeks) may be needed.
- C.10.2** During that trial period the assessment of capacity will be undertaken and the percentage of the relevant minimum wage for a continuing employment relationship will be determined.
- C.10.3** The minimum amount payable to the employee during the trial period must be no less than \$80 per week.
- C.10.4** Work trials should include induction or training as appropriate to the job being trialed.
- C.10.5** Where Telstra and an employee wish to establish a continuing employment relationship following the completion of the trial period, a further contract of employment will be entered into based on the outcome of assessment under clause C.5.