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AUSTRALIAN INDUSTRIAL RELATIONS COMMISSION

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

**Southern Cross Telco Holdings Ltd**  
(AG2004/1997)

**SOUTHERN CROSS TELCO HOLDINGS CERTIFIED AGREEMENT 2003.**

Telecommunications services

DEPUTY PRESIDENT LEARY

HOBART, 11 MARCH 2004

**CERTIFICATION OF AGREEMENT**

In accordance with section 170LT of the *Workplace Relations Act 1996*, the Commission hereby certifies the attached written agreement.

This agreement shall come into force from 11 March 2004 and shall remain in force until 10 March 2007.

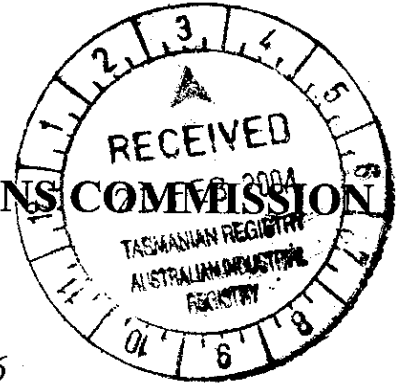
BY THE COMMISSION:

DEPUTY PRESIDENT

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**AUSTRALIAN INDUSTRIAL RELATIONS COMMISSION**



*Workplace Relations Act 1996*

**S.170LK AGREEMENT WITH EMPLOYEES**

**SOUTHERN CROSS TELCO HOLDINGS  
LTD  
CERTIFIED AGREEMENT 2003**

# **(A) APPLICATION AND OPERATION**

## **1. TITLE**

This Agreement shall be known as the Southern Cross Telco Holdings Certified Agreement 2003.

## **2. ARRANGEMENT**

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### 3. PARTIES BOUND

This Agreement shall apply to and be binding on:

- (a) Southern Cross Telco Holdings Ltd (ACN 066 034 400) of Level 2/175 Collins Street, Hobart in Tasmania ('the employer'); and
- (b) All employees engaged by the employer from time to time for whom classifications appear in this Agreement.

### 4. DURATION

This agreement shall take effect from the date of certification in the Australian Industrial Relations Commission and will remain in force for a period of three years.

### 5. RELATIONSHIP TO AWARD

This Agreement shall form the complete agreement covering all terms and conditions of employment. It shall operate to the exclusion of any and all other agreements or awards.

### 6. DEFINITIONS

**"Casual Employee"** - means an employee who is engaged on an irregular basis, as and when required by the employer and each engagement will constitute a separate Contract of Employment. There is no expectation of continuous work.

**"Continuous Service"** - means for the purposes of this agreement full-time or part-time service from the commencement of employment. This period shall not be affected by the number of hours worked each week.

Continuous service shall not be deemed to have been broken because of:

- (a) absences of up to 28 days resulting from accidents, or illnesses which are covered by medical certificates, in accordance with Clause 23 - Sick Leave of this agreement; or
- (b) absences of up to one month for any cause for which the employer has granted leave.

Continuous service does not include any absence from work without pay for an aggregate period exceeding 20 working days in any year.

**"Full Time Employee"** - means an employee who is appointed as such and works in accordance with an agreed roster or at agreed times on a regular basis for 40 hours a week.

**“Misconduct”** – means any act or omission constituting misconduct in respect of an employee’s duties and includes, but is not limited to, any of the following:

- Abusive behaviour towards customers, staff and any member of the public;
- Breach of Occupational Health and Safety standards;
- Consuming alcohol whilst working, drunkenness or using illegal substances;
- Discriminatory behaviour and sexual harassment;
- Divulging confidential information without the permission of the employer;
- Fighting (physical);
- Theft of money or property from the business;
- Fraud;
- Engaging in any conduct which will injure the reputation or standing of the business;
- Neglecting to perform or carry out duties and responsibilities as specified in the employee’s position description;
- Refusing to comply with any lawful or reasonable instruction given to the employee by the employer or the employer’s delegate (i.e. supervisor);
- A serious breach of any of the employer’s policies;
- Breach of any fiduciary or other legal duty to the employer or duty to act in good faith and in compliance with the *Corporations Act 2001*; and
- Any other matter deemed to be misconduct at Common Law.

**“Part Time Employee”** - means an employee who is engaged and paid as such in accordance with an agreed roster or at agreed times on a regular ongoing basis for less than 40 hours per week.

**“Temporary Employee”** - means an employee who is engaged and paid as such either on a full-time or part-time basis.

## **(B) EMPLOYMENT RELATIONSHIP**

### **7. EMPLOYMENT CATEGORIES**

#### **(a) Casual Employment**

A casual employee shall be paid per hour  $1/40^{\text{th}}$  of the appropriate weekly rate prescribed in Clause 13 of this agreement for the work performed. In addition thereto a casual employee shall receive a 22% loading which is in lieu of annual leave, sick leave and holidays with pay.

No casual employee shall be engaged for less than three (3) hours in respect of each engagement, unless varied by agreement between the employer and the employee prior to the employee commencing employment.

(b) Part-time Employment

A part-time employee may be engaged on a roster for a regular number of hours which shall average less than 40 hours per week. The wage rate payable per hour shall be 1/40<sup>th</sup> of the appropriate weekly rate prescribed in Clause 14 of this agreement for the work performed.

**PROVIDED** that a part-time employee engaged to work on a roster for less than 20 hours per week may be paid a 22% loading which shall be in lieu of annual leave, sick leave and holidays with pay.

A part-time employee who receives the 22% loading in lieu of annual leave, sick leave and holidays with pay will be entitled to leave without pay for a maximum of four (4) weeks for each year of employment to be taken at a time mutually agreed between the employer and the employee. Such leave shall be taken in one continuous period unless the employer agrees to grant the leave in more than one period.

(c) Full-time Employment

A full-time employee may be engaged on a roster or at agreed times on a regular basis for 40 hours per week. The wage rate payable shall be as prescribed in Clause 14 of this agreement for the work performed.

(d) Temporary Employment

A temporary employee may be engaged for a fixed term or for the duration of a specified task on a full-time or part-time basis not exceeding 12 months from the date of engagement.

## 8. CONTRACT OF EMPLOYMENT

(a) General

(i) All employees will diligently and faithfully perform all the duties and responsibilities of their employment in accordance with the Position Description/Duty Statement as may be varied, and such other duties as may be reasonably required by the employer, from time to time.

(ii) The Employer may engage persons in the following classes of employment:

- Full-time Employee
- Part-time Employee
- Temporary Employee
- Casual Employee

(iii) With the exception of casual employees, all employment shall be by the week.

(iv) The employer shall inform all new employees of the terms of their employment, in particular their employment status (full-time, part-time, temporary or casual employee), classification and rate of pay.

**(b) Probation for new employees**

(i) All employees (excluding a casual employee) may initially be engaged on the basis of a three (3) month probationary period, unless a longer period is reasonable having regard to the nature of the employment. During the probationary period the employer or the employee has the right to terminate the employment with one (1) weeks notice or by the payment of an amount equal to one week's notice for any reason without explanation and without any repercussions. Notice does not apply in the case of misconduct and in such cases wages will be paid up to the time of termination only.

(ii) The purpose of the probationary period is to enable the employee and the employer to ascertain their suitability and capability to work together, and to assess whether the work performance and conduct of the new employee meets the standards expected at the employer's business. Whilst on probation an employee will be given feedback and reviews concerning his/her progress. Any performance problems will be brought to the attention of the employee and the employee will be given the opportunity to improve. At the successful completion of the probationary period the employee will become eligible for permanent on-going employment.

**(c) Termination of Employment**

(i) Employment (excluding that for casual and temporary employees) may be terminated by the employer by the giving of the period of notice outlined below.

<b>Period of Service</b>	<b>Period of Notice</b>
1 year or less	1 week
1 year and up to the completion of 3 years	2 weeks
3 year and up to the completion of 5 years	3 weeks
5 years and over	4 weeks

(ii) In addition to the notice in (i) hereof employees over 45 years of age at the time of the giving of the notice with not less than two years' service, are entitled to one additional week's notice.

(iii) The employer may make payment in lieu of the notice outlined in (i) hereof or by a combination of part of the period of notice specified and part payment in lieu.

(iv) The wages to be used in the calculation of any payment of notice shall be the ordinary time rate of pay for the employee concerned, which shall exclude overtime, penalty rates, any allowances, bonuses and any other ancillary payments of a like nature.

- (v) In order to terminate the employment an employee must give to the employer at least one (1) week's notice at any time during the week.

If an employee fails to give one week's notice the employer has the right to withhold monies due to the employee to a maximum amount equal to one week's wages which shall be forfeited by the employee.

- (vi) If the employer is concerned about the work performance, conduct or capacity of an employee, the employer shall meet with the employee and discuss the employer's concerns. The employer will advise the employee of the standard of work or behaviour that is required and will discuss ways and methods to improve the employee's work and conduct.

The employer may give some information of appropriate organisations that can offer assistance, training, counseling or dispute resolution to help an employee improve their work performance.

The employer and employee will agree on a reasonable time period to be set for the employee to reach an acceptable level of work performance or conduct. The employee may be warned that if acceptable performance levels or appropriate behaviour are not reached, then employment will be terminated.

Discussions will be held during the set time period between the employer and employee on whether there has been any improvement by the employee and, if necessary, to further warn the employee that their employment will end if that improvement is not reached.

The meetings and warnings given to the employee will be put in writing, dated, and signed.

If the employee cannot achieve an acceptable level of performance or behaviour within the time period set, the employee may be dismissed from employment with appropriate notice or payment instead of notice as set out in (i) above.

- (iv) Nothing in this clause shall affect the right of the employer to dismiss an employee without notice for neglect of duty or misconduct (as defined) and in such cases the wages shall be paid up to the time of dismissal only.

**(d) Absence from Duty and Abandonment of Employment**

- (i) An employee is not to be absent from work, without leave, unless reasonable cause for the absence is shown. In the absence of such cause, an employee not attending for duty will lose pay for the actual time of such non-attendance.
- (ii) An employee who is absent from work for a continuous period exceeding three working days without notifying the employer and without the consent of the employer shall be taken to have abandoned his or her employment.

**PROVIDED** that if within a period of fourteen days from the employee's last attendance at work or the date of the employee's last absence in respect of which notification has been given or consent has been granted an employee has not established to the satisfaction of the employer that the employee is absent for reasonable cause, the employee shall be deemed to have abandoned the employment.

- (iii) Termination of employment by abandonment in accordance with this subclause shall operate as from the date of the last attendance at work or the last day's absence in respect of which consent was granted, or the date of the last absence in respect of which notification was given to the employer, whichever is the later.

**(e) Standing Down Employees**

The employer has the right to deduct payment for any time an employee cannot be usefully employed because of any strike or through any failure in equipment or facilities or any stoppage of work by any cause for which the employer cannot reasonably be held responsible.

**9. REDUNDANCY**

**(a) Definition**

Redundancy occurs when an employer decides that the employer no longer wishes the job the employee has been doing to be done by anyone and this is not due to the ordinary and customary turnover of labour.

**(b) Procedure**

If the employer decides that an employee's position cannot be continued because the position is no longer required, the employer shall, at the earliest opportunity, discuss with the employee that a redundancy is being considered; ensure the employee is afforded the opportunity to have a representative of his/her choosing at all interviews; and explore the different possibilities, such as retraining, redeployment or the possibility of working in a new role.

If there is no possibility of other forms of employment with the employer, or no suitable alternative employment is available, an employee will be entitled to at least the period of notice or payment in place of notice as provided in Clause 8(c)(i).

**(c) Severance Pay**

In addition to a period of notice, the employer will pay the employee a severance payment (which is an extra and final payment) according to the following table.

<i>Period of continuous service</i>	<i>Redundancy pay</i>
1 year or less	nil
1 year and up to the completion of 2 years	4 weeks pay
2 years and up to the completion of 3 years	6 weeks pay
3 years and up to the completion of 4 years	7 weeks pay
More than 4 years	8 weeks pay

For the purpose of this clause a “weeks pay” means the ordinary time rate of pay for the employee concerned, which shall exclude overtime, penalty rates, any allowances, bonuses and any other ancillary payments of a like nature.

**(d) Employee leaving during the notice period**

An employee whose employment is terminated by reason of redundancy may terminate the employment during the period of notice and, if so, shall be entitled to the same benefits and payments under this clause had the employee remained with the employer until the expiry of such notice. However, in this circumstance the employee shall not be entitled to payment in lieu of notice.

**(e) Alternative employment**

The employer, in a particular redundancy case, may make application to the Australian Industrial Relations Commission to have the general severance pay prescription varied if the employer obtains acceptable alternative employment for an employee.

**(f) Time off during notice period**

During the period of notice of termination given by the employer an employee shall be allowed up to one day’s time off without loss of pay during each week of notice for the purpose of seeking other employment.

If the employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the employee shall, at the request of the employer, be required to produce proof of attendance at an interview or the employee shall not receive payment for the time absent. For this purpose a statutory declaration will be sufficient.

**(g) Transmission of business**

The provisions of this clause are not applicable where the business is before or after the date of this agreement, transmitted from an employer (in this subclause called “the transmitter”) to another employer (in this subclause called “the transmittee”) in any of the following circumstances:

- (i) Where the employee accepts employment with the transmittee which recognises the period of continuous service which the employee had with the transmitter and any prior transmitter to be continuous service of the employee with the transmittee; or
- (ii) Where the employee rejects an offer of employment with the transmittee:
  - In which the terms and conditions are substantially similar and no less favourable, considered on an overall basis, than the terms and conditions applicable to the employee at the time of ceasing employment with the transmitter; and
  - Which recognises the period of continuous service which the employee had with the transmitter and any prior transmitter to be continuous service of the employee with the transmittee.

**(h) Employees Exempted**

The provisions within this clause do not apply to probationary employees and shall not apply where employment is terminated as a consequence of conduct that justifies dismissal, or in the case of casual employees or temporary employees engaged for a fixed term.

**10. PERFORMANCE REVIEW**

The employer will conduct a review of the performance of each employee, initially at the end of the probationary period and annually thereafter.

A performance review may be made against key performance criteria which have been agreed in advance between the employer and the employee. Key performance criteria for the following year will be set at each performance review.

The employer will provide appropriate notice that a performance review is to be conducted. Employees must be present at the performance review and an employee may be accompanied by a support person/representative.

The performance review will encourage 360-degree feedback. That is an employee may be invited to discuss his/her interaction with his/her supervisors/managers. This enables supervisors/management to receive relevant feedback concerning his/her performance as well.

After the conclusion of the performance review the employer may, at its discretion, provide employees with a written statement as to the assessment of performance during the period to which the review applies. The employer may also provide employees with a written statement of key performance criteria applicable during the following 12 months, which will be determined by the employer in consultation with the employee.

## **(C) HOURS OF WORK, WAGES AND RELATED MATTERS**

### **11. HOURS OF WORK**

#### **(a) General Shifts and Hours of Attendance**

For the purpose of this clause:

**“Afternoon Shift”** – means any shift finishing after 7:00 p.m. and at or before midnight.

**“Morning Shift”** – means any shift commencing between the hours of 4:00 a.m. and 6:00 a.m. and finishing by no later than 3:00 p.m.

**“Night Shift”** – means any shift finishing after midnight and at or before 10:00 a.m.

Employees engaged on an afternoon, morning or night shift shall receive the applicable wage rate as prescribed in Clause 14 of this Agreement.

The ordinary hours of work shall be an average of 40 hours per week.

**PROVIDED** that where an employee works greater than his or her agreed regular roster, including work undertaken on a Saturday and a Sunday, any additional hours shall be deemed to be ordinary hours, unless the additional hours have been worked at the direction of the employer.

An employee shall not be required to work more than an average of 8 hours per day.

**PROVIDED** that where there is agreement between the employer and the employee an employee may work either a greater or lesser number of hours than 8 per day as part of a particular roster or work cycle to an average of 40 hours per week. Any work beyond 8 hours per day (excluding lunch breaks) shall be deemed to be ordinary hours.

Employees within the Customer Service Division (excluding US Customer Service employees) may be required to participate in an after hours roster to provide a telephone service and/or support from the employee's residence. The roster shall extend for a maximum period of one full calendar week (i.e. Monday to Sunday inclusive).

An employee undertaking such a roster shall be provided with the necessary equipment by the employer, together with a weekly allowance. This allowance, which will be no less than 20 per cent of the hourly rate of the employee's classification for each hour the employee is on the after hours roster, shall be paid irrespective of whether any service and/or support is actually provided.

**(b) Span of Hours**

The span of hours during which an approved shift may be worked shall be between the following hours:

Day Shift	7:00 a.m. to 7:00 p.m. from Monday to Friday inclusive;
Morning shift	4:00 a.m. to 3:00 p.m. from Monday to Saturday inclusive;
Afternoon shift	3:00 p.m. to 12:00 a.m. (midnight) from Monday to Friday inclusive;
Night shift	10:00 p.m. to 10:00 a.m. from Monday to Saturday inclusive;
Sunday Shift	12:00 a.m. (midnight) to 8:00 a.m on a Sunday.

**(c) Meal Breaks**

An employee shall not be required to work for more than five hours without a break for a meal which shall be unpaid and for a period of not less than 30 minutes and not more than 60 minutes.

**PROVIDED** that where there is agreement between the employer and the employee an employee may work up to six hours without a meal break.

**12. OVERTIME**

**(a) General Entitlement**

No overtime shall be undertaken unless approval has been obtained from the employer or designated supervisory representative prior to the overtime being worked.

Overtime shall be paid at the rate of time and one half for the first three hours and double time thereafter.

In computing overtime, each days' work shall stand-alone.

Overtime shall apply to additional hours that have been worked at the direction of the employer:

- (i) On a Saturday (excluding morning and night shifts); or
- (ii) On a Sunday (excluding employees undertaking a rostered Sunday shift); or
- (iii) Before the hours of 7:00 a.m. and after the hours of 7:00 p.m. for a day shift; or
- (iv) Before the hours of 4:00 a.m. and after the hours of 3:00 p.m. for a morning shift employee; or
- (v) Before the hours of 3:00 p.m. and after the hours of 12:00 a.m. (midnight) for a afternoon shift employee; or
- (vi) Before the hours of 10:00 p.m. and after the hours of 10:00 a.m. for a night shift employee.

**(b) Reasonable Overtime**

An employer may require an employee to work reasonable overtime at overtime rates.

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

- (i) any risk to employee health and safety;
- (ii) the employee's personal circumstances including any family responsibilities;
- (iii) the needs of the workplace or enterprise;
- (iv) the notice (if any) given by the employer of the overtime and by the employee of his or her intention to refuse it; and
- (v) any other relevant matter.

**(c) Time Off In Lieu**

Where there is agreement between an employee and the employer an employee may:

- Take time off in lieu (TOIL) instead of payment for overtime worked on a time for time basis (i.e. one hour for each hour worked); or
- A combination of payment at the appropriate overtime rate and TOIL.

**PROVIDED** that an employee shall not have a balance of more than 24 hours (3 days) TOIL and the employer shall not be required to make a payment in respect of any TOIL not taken as at the time an employee's employment is terminated either by the employee or the employer.

## 13. CLASSIFICATIONS

### (a) Customer Contact Employee

#### Level 1

##### *Role Definition*

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

- 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.

An employee at this level 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.

##### *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:

- Fulfill 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.

## ***Qualifications***

An 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, or as deemed by the employer.

### **Level 2**

#### ***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 judgement is required in the selection of equipment, services or contingency measures and within known time constraints. Such a person shall:

- 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, 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.

#### ***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:

- 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;
- Provide sales solutions to customers;
- Negotiate with customers on major faults;
- Resolve complex customer complaints, and;
- Process complex accounts, service severance and defaults.

### ***Qualifications***

An employee 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 or as deemed by the employer.

### **Level 3**

#### ***Role Definition***

A Customer Contact Officer Level 3 is employed to perform a broad range of skilled applications and provision of 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 take decisions in relation to specific customer contact matters, 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.

### ***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:

- Assist with planning of operations in a contact centre;
- Monitor safety in a contact centre;
- Assist with implementation of continuous improvement in a contact centre;
- Assist with innovation and change in a contact centre;
- Assist with implementation of customer service strategies in a contact centre;
- Acquire product or service knowledge;
- Gather, collate and record information;
- Analyse information; and
- Develop teams and individuals in a contact centre.

### ***Qualifications***

An employee 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 or as deemed by the employer.

### **Level 4**

#### ***Role Definition***

A Customer Contact Officer Level 4 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 take 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;
- 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.

### ***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.

## ***Qualifications***

An employee 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 or as deemed by the employer.

### **(b) US Customer Service Customer Contact Employee**

#### **Level 1**

#### ***Role Definition***

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

- 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.

An employee at this level 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.

#### ***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:

- Fulfill 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.

### ***Qualifications***

An 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, or as deemed by the employer.

### **Level 2**

### ***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 judgement is required in the selection of equipment, services or contingency measures and within known time constraints. Such a person shall:

- 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, 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.

### ***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:

- 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;
- Provide sales solutions to customers;
- Negotiate with customers on major faults;
- Resolve complex customer complaints, and;
- Process complex accounts, service severance and defaults.

### ***Qualifications***

An employee 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 or as deemed by the employer.

### **Level 3**

#### ***Role Definition***

A Customer Contact Officer Level 3 is employed to perform a broad range of skilled applications and provision of 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 take decisions in relation to specific customer contact matters, 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.

### ***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:

- Assist with planning of operations in a contact centre;
- Monitor safety in a contact centre;
- Assist with implementation of continuous improvement in a contact centre;
- Assist with innovation and change in a contact centre;
- Assist with implementation of customer service strategies in a contact centre;
- Acquire product or service knowledge;
- Gather, collate and record information;
- Analyse information; and
- Develop teams and individuals in a contact centre.

### ***Qualifications***

An employee 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 or as deemed by the employer.

### **(c) Sales**

#### **Level 1**

#### ***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;
- performs work within established routines, methods and procedures that are predictable and which require the exercise of limited discretion; and
- meets sales targets as defined by management

### ***Indicative Tasks***

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

- Prepare for work;
- Work effectively within a business environment;
- Complete daily work activities and apply basic time management skills;
- Apply basic communication skills;
- Plan skills development;
- Use business equipment and specific sales related software;
- Follow workplace safety procedures;
- Operate a personal computer;
- Develop keyboard skills;
- Follow environmental work practices; and
- Apply a basic knowledge of administration and clerical procedures, and problem solving skills.

### ***Qualifications***

An 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 or as deemed by the employer.

### **Level 2**

#### ***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 decision making.
- meets and consistently exceeds sales targets

#### ***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;
- Apply a high level of communication skills in a team environment;
- Work effectively with others particularly in sales teams;
- Apply a high level of understanding of business technology and specific sales related and other software;
- Process and maintain workplace information;
- Prepare and process business documents such as sales proposals;
- Deliver a high level of service to customers;

- Provide information to clients;
- Implement improved work practices;
- Participate in workplace safety procedures;
- Apply a high level of knowledge of administration and clerical procedures;
- Produce simple word-processed documents;
- Create and use simple spreadsheets;
- Participate in environmental work practices; and
- Exhibit a high level of problem solving skills and time management skills.

### ***Qualifications***

An employee 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 or as deemed by the employer.

## **(d) Technical Employee**

### **Level 1**

#### ***Role Definition***

A Technician Level 1 Employee 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 co-ordination 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;
- the co-ordination of the installation of voice and data telecommunications equipment; and
- the co-ordination of management of customer's telephony services (e.g.: re-locations, additions, and alterations to services).

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.

#### ***Indicative Tasks***

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

- Co-ordinate the installation of cable support systems;
- Co-ordinate the placement of cable;
- Terminate metallic conductor cable;

- Co-ordinate the placement, securing and termination of structured cabling twisted pair for certification;
- Co-ordinate the placement, securing and termination of optical fibre cable;
- Install functional and protective telecommunications earthing system;
- Alter services to existing telecommunications systems as required by customers;

### ***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 or as deemed by the employer.

### **Level 2**

#### ***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 procedure 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.

#### ***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;
- Manage a mobile phone repair and replacement service;
- Apply knowledge of the internal and external influences upon the enterprise and the telecommunications industry;
- 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.

## ***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.

### **(e) Clerical Employee**

#### **Level 1**

##### ***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.

##### ***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.

## ***Qualifications***

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 or as deemed by the employer.

#### **Level 2**

##### ***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.

### ***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.

### ***Qualifications***

An employee 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 or as deemed by the employer.

### **Level 3**

#### ***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 coordinate 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.

#### ***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.

### ***Qualifications***

An employee 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 or as deemed by the employer.

### **Level 4**

#### ***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.

### ***Indicative Tasks***

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

- Develop work priorities;
- Establish business networks;
- Develop teams and individuals;
- Analyse and present research information;
- Maintain business technology;
- Coordinate business resources;
- Report on financial activity;
- Promote products and services;
- Coordinate 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.

### ***Qualifications***

An employee who holds a Certificate IV 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 or as deemed by the employer.

### **Level 5**

#### ***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.

### ***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 capitalize 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.

### ***Qualifications***

An employee who holds a Diploma which is recognized within the Business Services Training Package 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 or as deemed by the employer.

## **14. WAGE RATES**

All employees, other than salaried employees, shall be entitled to receive the salary for the relevant classification as set out in the tables below.

### **(a) Customer Contact**

#### ***Customer Service Division***

##### Day Shift

<b>Classification</b>	<b>\$ Per Hour</b>	<b>\$ Per Week</b>	<b>\$ Per Annum</b>
Level 1	14.00	560.00	29,120
Level 2	14.90	596.00	30,992
Level 3	16.00	640.00	33,280
Level 4	16.50	660.00	34,320

Afternoon Shift

<b>Classification</b>	<b>\$ Per Hour</b>	<b>\$ Per Week</b>	<b>\$ Per Annum</b>
Level 1	15.90	636.00	33,072
Level 2	16.95	678.00	35,256

*Sales Division*

Day Shift

<b>Classification</b>	<b>\$ Per Hour</b>	<b>\$ Per Week</b>	<b>\$ Per Annum</b>
Level 1	14.43	577.20	30,015
Level 2	15.43	617.20	32,095

*US Customer Service Division*

Day Shift

<b>Classification</b>	<b>\$ Per Hour</b>	<b>\$ Per Week</b>	<b>\$ Per Annum</b>
Level 1	13.40	536.00	27,872
Level 2	14.00	560.00	29,120
Level 3	14.90	596.00	30,992
Level 4	16.00	640.00	33,280

Morning Shift

<b>Classification</b>	<b>\$ Per Hour</b>	<b>\$ Per Week</b>	<b>\$ Per Annum</b>
Level 1	16.20	648.00	33,696
Level 2	17.25	690.00	35,880
Level 3	18.55	742.00	38,584

Night Shift

<b>Classification</b>	<b>\$ Per Hour</b>	<b>\$ Per Week</b>	<b>\$ Per Annum</b>
Level 1	18.10	724.00	37,648
Level 2	19.30	772.00	40,144
Level 3	20.80	832.00	43,264

### Sunday Shift

<b>Classification</b>	<b>\$ Per Hour</b>
Level 1	20.10
Level 2	21.45
Level 3	23.10

### **(b) Technical**

<b>Classification</b>	<b>\$ Per Hour</b>	<b>\$ Per Week</b>	<b>\$ Per Annum</b>
Technician Level 1	14.10	564.00	29,328
Technician Level 2	16.60	664.00	34,528

### **(c) Clerical**

<b>Classification</b>	<b>\$ Per Hour</b>	<b>\$ Per Week</b>	<b>\$ Per Annum</b>
Level 1	13.40	536.00	27,872
Level 2	14.00	560.00	29,120
Level 3	14.90	596.00	30,992
Level 4	16.50	660.00	34,320
Level 5	18.25	730.00	37,960

### **(d) Supersession and Savings**

This Agreement supersedes the QAI Australia Ltd Enterprise Agreement 2000 that was registered in the Tasmanian Industrial Commission.

**PROVIDED** that no existing wage rate or salary entitlement accrued or obligation incurred for employees subject to the classifications outlined above shall be reduced as a result of the certification of this agreement.

### **(e) Junior Employees**

The minimum wage rates for juniors will be paid at the percentages set out below of the appropriate adult rate for classifications referred to above.

<b>Age</b>	<b>Percentage</b>
15 years	50%
16 years	60%
17 years	70%
18 years plus	100%

**(f) Future Wage Increases**

The employer will review wages on an annual basis with any wage increases being based on employee performance and the performance of the business.

The rate set out above will be increased each year in accordance with arbitrated Safety Net Adjustments as decided in the Australian Industrial Relations Commission, effective from the same operative date as any such adjustment to the Telecommunications Services Industry Award.

**PROVIDED** that the employer may absorb any increase against over award payments or wage increases granted as part of any performance review.

**15. PAYMENT OF WAGES**

Wages shall be paid fortnightly in arrears direct into an account of a financial institution nominated by the employee no later than on the Friday morning unless there are circumstances beyond the control of the employer.

**16. SUPERANNUATION**

Superannuation contributions shall be made monthly to any fund agreed to between the employer and employee in accordance with the applicable superannuation legislation as amended from time to time.

**17. BUSINESS RELATED EXPENSES AND TRAVEL**

The employer will reimburse employees for all authorised out of pocket expenses and other business related expenses incurred by an employee whilst required to travel and attend work at a location other than the regular place of employment.

**PROVIDED** that for night shift employees the employer shall provide an allowance to assist with any costs necessarily incurred by the employee in travelling to and/or from the place of work. Such an allowance shall be no more than \$10.00 per week.

**PROVIDED FURTHER** that no employee shall be entitled to the benefits of this subclause unless the employee has been a night shift employee for a minimum period of 20 consecutive working days.

Employees must comply with the employer's expenses policy as may be varied from time to time.

## **(D) POLICIES AND PROCEDURES**

### **18. POLICIES**

The employer requires all employees to be conversant with its policies and procedures, as amended from time to time, and to comply with any policy and procedural guidelines in place.

All employees are provided with a copy of the employer's policies and it is a condition of employment that employees agree to be bound by the terms and conditions of these policies.

#### **(a) Confidentiality**

All employees shall not disclose or use for personal advantage or for the advantage of any other person or entity any information (which includes trade secrets, customer lists or other confidential information) gained during and in consequence of employment except as required for the purposes of the employment or by law. This obligation shall apply for the duration of an employee's employment with the employer and will continue to apply to an employee following the termination of employment until such time as the information has been released by or with the approval of the employer into the public domain.

#### **(b) Intellectual property**

All employees must disclose to the employer upon creation any work related items created individually or jointly with others during the course of employment, including:

- any new idea, invention, discovery, improvement, novel design (whether or not registrable as trade marks), designs or patents, including any invention of or developments or improvements to equipment, technology, methods or techniques; and
- work that could be registered as copyright that the employee creates, develops or helps to develop, which will be taken to have been made during employment and belongs to the employer if it relates to the business.

All Intellectual Property rights created during employment will vest in the employer upon creation and will be the absolute property of the employer. Employees will not be entitled to any financial reward or compensation for creation of any Intellectual Property.

#### **(c) Documents and other property of the employer**

Upon termination of employment an employee must deliver to the employer or its authorised representative:

- All documents in the employee's possession, custody or control relating in any way to any confidential information, trade secrets, or the business or affairs of the employer or any related body corporate;
- All business cards, equipment, materials, keys/work premises access cards and other property (including mobile phones, computer software and hardware, and any company vehicle and company charge cards) in whatever form, which are then in the employees possession, custody or control; and
- Any other property of the employer or any related body corporate or thing to which the employer or any related body corporate has an entitlement to possess.

The employee is not entitled to retain a copy of documents referred to in this clause.

'Related body corporate' for the purposes of this clause means any body corporate which is deemed to be related to the employer by virtue of the Corporations Law.

## **19. ANTI-DISCRIMINATION**

The employer is committed to ensuring that the working environment is free from discrimination and harassment.

It is the intention of the employer to achieve the principal object as described in s.3(j) of the *Workplace Relations Act 1996* through respecting and valuing the diversity of the work force by helping to prevent and eliminate discrimination on the basis of race, colour, sex, sexual preference, age, physical or mental disability, marital status, family responsibilities, pregnancy, religion, political opinion, national extraction or social origin.

Discrimination and harassment will not be tolerated under any circumstances. Any employee found to have discriminated against or harassed another employee will be deemed to have committed an act of misconduct which can result in dismissal from employment without notice.

## **20. OCCUPATIONAL HEALTH & SAFETY**

The employer is committed to the effective management of health and safety in the workplace and to provide all employees with a safe and healthy work environment.

To achieve this policy the employer will ensure, so far as is reasonably practicable that employees are, while at work, safe from injury and risks to health. Employees have a duty of care to themselves and to other employees and customers. An employee must take reasonable care for the employee's own health and safety and for the health and safety of other persons.

The employer will ensure that work practices and procedures comply with the *Workplace Health and Safety Act 1995* and the *Workplace Health and Safety Regulations 1998*, and in accordance with s170LZ(2) of the *Workplace Relations Act 1996* this clause operates subject to the provisions of this State law.

## **(E) LEAVE**

### **21. ANNUAL LEAVE**

Employees (excluding casual employees and certain part-time employees engaged to work for less than 20 hours per week) shall be entitled to four weeks (20 consecutive working days) paid annual leave for each year of continuous service. A pro-rata entitlement applies to eligible part-time employees.

The total number of days annual leave than an employee may have accumulated at any time is not to exceed the annual leave that an employee is entitled to for completing two (2) years continuous service.

**PROVIDED** that those existing employees who have an accumulated balance of more than a two year entitlement shall, within twelve months of the certification of this agreement, make arrangements for annual leave to be taken so as to reduce the accumulated balance in a manner that is agreed to between the employer and the employee. Where no such arrangements are made the employer is to make the necessary arrangements and direct the employee to take leave.

#### **(a) Time of Taking Leave**

Annual leave shall be taken in a manner that is agreed to between the employer and the employee, including leave being taken in more than one period.

Annual leave should be taken within a twelve-month period from the date the leave accrues and falls due. Employees shall apply for annual leave at least one month prior to the proposed commencement of the leave.

If no agreement can be reached as to the time annual leave is to be taken or an employee does not take annual leave within twelve months of accrual, the employer is to make the necessary arrangements and direct the employee to take leave. Where the employer directs an employee to take annual leave not less than two weeks notice shall be provided to the employee.

**PROVIDED** that the employer may direct employees or specific divisions or numbers of employees within a department or division to take annual leave at a specified time or during specified periods of the year as a result of business operations. At least four weeks notice shall be provided with any such direction.

Where an employee is injured or becomes ill while absent on annual leave for a period in excess of three (3) consecutive days the employer may, on receipt of a written application

- (i) credit the employee with a period of annual leave which is equal to the number of working days during which the employee was injured or ill; and

- (ii) deduct the same number of working days from any sick leave balance to which the employee is entitled.

**PROVIDED** that such a credit of annual leave shall only occur where the employee has sufficient sick leave credits to enable the number of working days during which the employee was injured or ill to be deducted.

A written application under this subclause must be accompanied by a certificate from a legally qualified medical practitioner.

**(b) Payment for Annual Leave**

An employee entitled to annual leave shall be paid the amount of wages the employee would have received in respect of the ordinary time the employee would have worked had the employee not been on leave during the relevant period.

There shall be no leave loading payments in respect to any annual leave as this has been added into the wage rate.

**22. LONG SERVICE LEAVE**

All employees will receive long service leave entitlements in accordance with the provisions of the *Long Service Leave Act 1976*.

**23. SICK LEAVE**

**(a) Entitlement**

- (i) Full-time employees (excluding casual employees and certain part-time employees engaged to work for less than 20 hours per week) shall be entitled to a maximum of 80 hours paid sick leave in respect to the first year of completed service. A pro-rata entitlement applies to eligible part-time employees.

**PROVIDED** that in the first year of service sick leave shall accrue for a full-time employee in accordance with the following scale (pro-rata for an eligible part-time employee).

<b>Length of time worked for the employer</b>	<b>Rate of accrual of paid sick leave (Hours)</b>
	Hours
Less than 1 month	0
1 month to less than 2 months	6.66
2 months to less than 3 months	13.32
3 months to less than 4 months	19.98
4 months to less than 5 months	26.64
5 months to less than 6 months	33.3
6 months to less than 7 months	39.96
7 months to less than 8 months	46.62
8 months to less than 9 months	53.28
9 months to less than 10 months	59.94
10 months to less than 11 months	66.6
11 months to less than 12 months	73.3
12 months	80

Sick leave shall be accumulative on the basis of a further 2 weeks or 80 hours paid sick leave for full-time employees (pro-rata for eligible part-time employees) in respect of the second and each subsequent year of completed service. This leave shall be credited to an employee on the basis of 6.66 hours for each completed month of continuous service.

**(b) Procedure**

- (i) An employee shall, as soon as possible, and where practicable within one hour of the commencement of the employee's normal working shift, inform the employer of his or her inability to attend for work, and as far as may be practicable, state the nature of the illness or injury and the estimated duration of the absence (except where there are circumstances of the illness or injury that reasonably prevents the employee from doing so.)
- (ii) An employee will be required to produce a medical certificate from a legally qualified medical practitioner where:
  - any sick leave extends for a period of two or more consecutive days; or
  - an employee has been granted paid sick leave in respect of an aggregate of three working days in any year for which no supporting certificates of a legally qualified medical practitioner have been provided to the employer; or
  - sick leave is taken on a Monday or Friday.

**PROVIDED** that where no such medical certificate can be obtained, the employee shall provide sufficient proof as to the legitimacy of the absence, such as a statutory declaration, and if this is not established to the satisfaction of the employer, the sick leave shall be deemed to be leave without pay.

- (iii) The employer shall not be required to make any payment in respect of accumulated sick leave credits as at the time an employee's employment is terminated either by the employee or the employer, or for any time an employee is absent from work without producing evidence to the satisfaction of the employer.

## **24. CARER'S LEAVE**

An employee may apply for carer's leave to enable that employee to provide care to an ill person who is a member of the employee's immediate family.

The employer may grant up to a maximum of five days of an employee's sick leave entitlement per year as carer's leave.

In applying for carer's leave an employee must, where practicable, give the employer:

- notice prior to the absence of the intention to take leave;
- the name of the person requiring care and his/her relationship to the employee;
- the reasons for taking such leave; and
- the estimated length of absence.

For carer's leave absences of more than two consecutive days, the employee must provide the employer with a medical certificate from a legally qualified medical practitioner or a statutory declaration which establishes the illness of the person concerned and that care by another person is required.

The term "immediate family" includes:

- spouse (including a former spouse, a de facto spouse and a former de facto spouse) of the employee. A de facto spouse means a person of the opposite sex to the employee who lives with the employee as his or her husband or wife on a bona fide domestic basis; and
- child or an adult child (including an adopted child, a stepchild or an ex-nuptial child), parent, grandparent, grandchild or sibling of the employee or spouse of the employee.

## **25. BEREAVEMENT LEAVE**

Employees (excluding casuals) shall be entitled to 3 days bereavement leave with pay in the event of the death of a relative of the employee, on reasonable proof of such death.

For the purposes of this clause a relative means the husband or wife; parent or step parent; father in law or mother in law; child or step child; brother, sister or step brother step sister; or the grandparent of the employee.

## **26. PARENTAL LEAVE**

Subject to the terms of this clause employees (excluding casual or temporary employees) are entitled to maternity, paternity and adoption leave and to work part-time in connection with the birth or adoption of a child.

For the purposes of this clause, 'continuous service' is work for an employer on a regular and systematic basis (including any period of authorised leave or absence).

### **(a) Definitions**

For the purpose of this clause child means a child of the employee under the age of one year except for adoption of a child where 'child' means a person under age of five years who is placed with the employee for the purposes of adoption, other than a child or step-child of the employee or of the spouse of the employee or a child who has previously lived continuously with the employee for a period of six months or more.

Spouse includes a de facto or former spouse for maternity and adoption leave, but for paternity purposes does not include a former spouse.

### **(b) Basic entitlement**

After twelve months continuous service, parents are entitled to a combined total of 52 weeks unpaid parental leave on a shared basis in relation to the birth or adoption of their child. For females, maternity leave may be taken and for males, paternity leave may be taken. Adoption leave may be taken in the case of adoption.

**PROVIDED** that in respect of maternity and paternity leave an employee who has completed at least two year's continuous service shall be entitled to two (2) weeks paid leave for maternity or paternity purposes. This paid leave shall form part of the 52 weeks leave with the leave to be paid at the ordinary rate in accordance with the rates set out in Clause 14.

Parental leave is to be available to only one parent at a time, in a single unbroken period, except that both parents may simultaneously take:

- for maternity and paternity leave, an unbroken period of up to one week at the time of the birth of the child; and
- for adoption leave, an unbroken period of up to three weeks at the time of placement of the child.

### **(c) Maternity leave**

An employee must provide notice to the employer in advance of the expected date of commencement of parental leave. The notice requirements are of the:

- (i) expected date of confinement (included in a certificate from a registered medical practitioner stating that the employee is pregnant) - at least 10 weeks; and
- (ii) date on which the employee proposes to commence maternity leave and the period of leave to be taken - at least 4 weeks.

When the employee gives notice (under ii above) the employee must also provide a statutory declaration stating particulars of any period of paternity leave sought or taken by her spouse and that for the period of maternity leave she will not engage in any conduct inconsistent with her contract of employment.

An employee will not be in breach of this clause if failure to give the stipulated notice is occasioned by confinement occurring earlier than the presumed date.

An employee shall commence parental leave at any time within six weeks immediately prior to the expected date of birth, unless agreed otherwise between the employer and employee.

**PROVIDED** that where an employee continues to work within the six week period immediately prior to the expected date of birth, or where the employee elects to return to work within six weeks after the birth of the child, the employee shall provide to the employer a medical certificate stating that she is fit to work her normal duties.

**(d) Special maternity leave**

Where the pregnancy of an employee not then on maternity leave terminates after 28 weeks other than by the birth of a living child, then the employee may take unpaid special maternity leave of such periods as a registered medical practitioner certifies as necessary.

Where an employee is suffering from an illness not related to the direct consequences of the confinement, an employee may take any paid sick leave to which she is entitled in lieu of, or in addition to, special maternity leave.

Where an employee not then on maternity leave suffers illness related to her pregnancy, she may take any paid sick leave to which she is then entitled and such further unpaid special maternity leave as a registered medical practitioner certifies as necessary before her return to work. The aggregate of paid sick leave, special maternity leave and parental leave, including parental leave taken by a spouse, may not exceed 52 weeks.

**(e) Paternity leave**

An employee will provide to the employer at least ten weeks prior to each proposed period of paternity leave, with:

- (i) a certificate from a registered medical practitioner which names his spouse, states that she is pregnant and the expected date of confinement, or states the date on which the birth took place; and

- (ii) written notification of the dates on which he proposes to start and finish the period of paternity leave; and

a statutory declaration stating:

- (iii) he will take that period of paternity leave to become the primary care-giver of a child;
- (iv) particulars of any period of maternity leave sought or taken by his spouse; and
- (v) that for the period of paternity leave he will not engage in any conduct inconsistent with his contract of employment.

The employee will not be in breach of the above clause if the failure to give the required period of notice is because of the birth occurring earlier than expected, the death of the mother of the child, or other compelling circumstances.

**(f) Adoption leave**

The employee will notify the employer at least ten weeks in advance of the date of commencement of adoption leave and the period of leave to be taken. An employee may commence adoption leave prior to providing such notice, where through circumstances beyond the control of the employee, the adoption of a child takes place earlier.

Before commencing adoption leave, an employee will provide the employer with a statutory declaration stating:

- (i) the employee is seeking adoption leave to become the primary care-giver of the child;
- (ii) particulars of any period of adoption leave sought or taken by the employee's spouse; and
- (iii) that for the period of adoption leave the employee will not engage in any conduct inconsistent with his contract of employment.

An employer may require an employee to provide confirmation from the appropriate government authority of the placement.

Where the placement of child for adoption with an employee does not proceed or continue, the employee will notify the employer immediately and the employer will nominate a time not exceeding four weeks from receipt of notification for the employee's return to work.

An employee will not be in breach of this clause as a consequence of failure to give the stipulated periods of notice if such failure results from a requirement of an adoption agency to accept earlier or later placement of a child, the death of a spouse, or other compelling circumstances.

An employee seeking to adopt a child is entitled to unpaid leave for the purpose of attending any compulsory interviews or examinations as are necessary as part of the adoption procedure. The employee and the employer should agree on the length of the unpaid leave. Where agreement cannot be reached, the employee is entitled to take up to two days unpaid leave. Where paid leave is available to the employee, the employer may require the employee to take such leave instead.

**(g) Variation of period of parental leave**

Unless agreed otherwise between the employer and employee, an employee may apply to their employer to change the period of parental leave on one occasion. Any such change to be notified at least four weeks prior to the commencement of the changed arrangements.

**(h) Parental leave and other entitlements**

An employee may, in lieu of or in conjunction with parental leave, access any annual leave or long service leave entitlements which they have accrued subject to the total amount of leave not exceeding 52 weeks.

**(i) Transfer to a safe job**

Where an employee is pregnant and, in the opinion of a registered medical practitioner, illness or risks arising out of the pregnancy or hazards connected with the work assigned to the employee make it inadvisable for the employee to continue at her present work, the employee will, if the employer deems it practicable, be transferred to a safe job at the rate and on the conditions attaching to that job until the commencement of maternity leave.

If the transfer to a safe job is not practicable, the employee may elect, or the employer may require the employee to commence parental leave for such period as is certified necessary by a registered medical practitioner.

**(j) Returning to work after a period of parental leave**

An employee will notify the employer of her/his intention to return to work after a period of parental leave at least four weeks prior to the expiration of the leave.

An employee will be entitled to the position which she/he held immediately before proceeding on parental leave. In the case of an employee transferred to a safe job pursuant to the above clause, the employee will be entitled to return to the position they held immediately before such transfer.

Where such position no longer exists but there are other positions available which the employee is qualified for and is capable of performing, the employee will be entitled to a position as nearly comparable in status and pay to that of their former position.

## **27. JURY SERVICE**

A full-time employee required to attend for jury service during the employee's ordinary working hours shall be reimbursed by the employer an amount equal to the difference between the amount paid in respect of attendance for such jury service and the amount of wage the employee would have received in respect of the ordinary time the employee would have worked had the employee not been on jury service.

Where a part-time employee is required to attend for jury service and such attendance coincides with a day on which the employee would normally be required to work, payment shall be made to the employee in accordance with the above clause.

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

## **28. PUBLIC HOLIDAYS**

All employees (excluding casual employees and certain part-time employees engaged to work for less than 20 hours per week) are entitled to have the following days as paid public holidays where an employee's normal paid hours fall on the holiday:

New Year's Day, Australia Day, Labour Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Queen's Birthday, Show Day, Christmas Day and Boxing Day.

**PROVIDED** that night shift employees do not observe the paid public holidays as are observed generally in the State of Tasmania. A night shift employee will be required to work on such days without any extra payment for the work undertaken, but shall be entitled to take the same number of paid holidays on a date mutually agreed between the employer and employee.

## **(F) DISPUTE RESOLUTION**

### **29. DISPUTE SETTLEMENT PROCEDURE**

#### **(a) Commitment**

The following procedure shall be observed in the resolution of grievances and/or disputes that may arise out of the operation of this agreement.

**PROVIDED** that this procedure shall not apply to a dispute concerning termination of employment or redundancy.

In adopting and following this procedure all parties to a grievance and/or dispute will:

- I. participate in the process in good faith; and
- II. cooperate to ensure that the dispute resolution procedures are carried out as quickly as is reasonably possible.

In addition:

- III. the employer will ensure that procedural fairness is observed; and
- IV. employees will continue to work uninterrupted in accordance with their contract of employment and the terms of this agreement whilst the matter is being addressed.

#### **(b) Procedure**

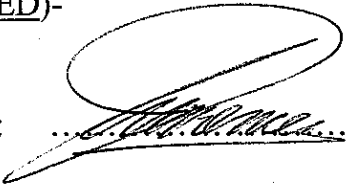
- (a) The parties will attempt to resolve the matter at the workplace level, including, but not limited to the:
  - (i) employee first raising the grievance and/or dispute with his or her immediate supervisor;
  - (ii) employee and the supervisor meeting and conferring on the matter as necessary (the employee may be represented by a person of his/her choosing); and
  - (iii) parties arranging further discussions involving more senior levels of management (as appropriate) if the matter is not resolved.
- (b) If the matter cannot be resolved at the workplace level the parties agree to allow either party to refer the matter to mediation.
- (c) Should the matter remain unresolved, either party may refer the matter to the Australian Industrial Relations Commission (AIRC) for conciliation and/or arbitration. Subject to normal appeal rights, the parties undertake to abide by the decision of the AIRC.

### **30. CONSULTATIVE COMMITTEE**

The employer acknowledges that this agreement and the operation of the business are matters in which employee input is beneficial and encouraged. For this purpose a consultative committee has been established and the manner in which this committee shall operate will be as mutually agreed between the employer and employees.

31. SIGNATURES

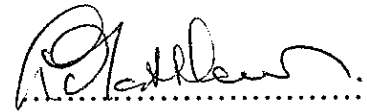
Signed for and on behalf of the employer (SOUTHERN CROSS TELCO HOLDINGS LIMITED)-

Signed:  Name (printed): JOHN SCOTT LAWRENCE


Date: 17/2/2004

Position: CHIEF EXECUTIVE OFFICER


Signed by members of the consultative committee for and on behalf of all persons employed at the time whose employment will be subject to this Agreement -

Signed:  Name (printed): Lynette Matthew


Date: 18/2/2004

Signed:  Name (printed): PAUL BENNETT

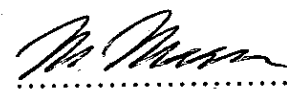
Date: 18/2/2004

Signed:  Name (printed): ANTHONY FITZPATRICK

Date: 18/2/2004

Signed:  Name (printed): Robyn Paul

Date: 18/2/04

Signed:  Name (printed): Mark Mason

Date: 18/02/04

Signed: Name (printed):

Date: / /