

AW806392 [loose-leaf version]

[Preamble corrected by PR907449 ppc 28Mar01]

AUSTRALIAN INDUSTRIAL RELATIONS COMMISSION

Workplace Relations Act 1996

Review of award pursuant to Item 51 of Part 2 of Schedule 5 of the
Workplace Relations and Other Legislation Amendment Act 1996
(C No. 33634 of 1998)

s.33 action on Commission's own motion
(C No. 2001/1561)

**TELSTRA CORPORATION GENERAL CONDITIONS OF EMPLOYMENT
AWARD 1998**
(ODN C No. 30035 of 1996)
[Print Q2734 [T0839]]

Various employees

Telecommunication services

COMMISSIONER LEWIN

MELBOURNE, 28 MARCH 2001

Award simplification.

ORDER

A. Further to decisions issued by the Commission in Print R2293 and PR902660 the above award is varied as follows:

By deleting all clauses, schedules and appendices and inserting the following:

1. TITLE

Telstra Corporation General Conditions Award 2001.

2. ARRANGEMENT

1. Title
2. Arrangement
3. Definitions
4. Parties bound and application
5. Inconsistency with act and determinations
6. Operation
7. Duration
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10. Overtime
11. Overtime - minimum payment

12. Payment for public holiday work
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17. Shift work
18. Emergency work
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20. Meal allowance
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Schedule A

Schedule B

Schedule C

Schedule D

3. DEFINITIONS

3.1 Telstra means the Telstra Corporation Limited.

3.2 Determination means a determination made pursuant to the General Power of Attorney of the Telstra Corporation Limited dated 31 January 1992.

4. PARTIES BOUND AND APPLICATION

4.1 This award is binding on:

4.1.1 The following unions, their officers and members, to the extent that in another award, it is provided that the provisions of a clause or clauses of this award will apply:

- Communications, Electrical, Electronic, Energy, Information, Postal, Plumbing and Allied Services Union of Australia (CEPU);
- Community and Public Sector Union (CPSU);
- Association of Professional Engineers, Scientists and Managers, Australia (APESMA); and
- Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union (AMWU).

4.2 Telstra in respect of employees employed by Telstra in a classification described in one of the specific conditions of employment award at Appendix A.

5. INCONSISTENCY WITH ACT AND DETERMINATIONS

Where the provisions of this award are inconsistent with the *Telstra Corporation Act 1992*, as amended from time to time, or any determination made by Telstra then the provisions of this award will prevail.

6. OPERATION

[6 corrected by PR907449 ppc 28Mar01]

This award replaces and wholly supersedes the Telstra Corporation General Conditions of Employment Award 1998.

7. DURATION

This award will come into operation on 28 March 2001 and will remain in force for a period of six months.

8. CONTRACT OF EMPLOYMENT

8.1 Telstra will on the engagement of a full time or part time employee, provide the employee with a written statement. The statement will inform each employee whether they are to be full-time or regular part-time. Where Telstra engages an employee for a fixed term this will be indicated in the written contract. Such fixed term employee may be engaged for a specific period of time or for specific task/s. The details of the specific period of time or specific task/s will be included in the written statement.

8.2 Regular part-time staff

8.2.1 Telstra may employ regular part-time employees in any job.

8.2.2 A regular part-time employee is a person who:

8.2.2(a) works less than full-time hours; and

8.2.2(b) has reasonably predictable hours of work; and

8.2.2(c) receives, on a pro rata basis, equivalent pay and conditions to those of full-time employees who do the same kind of work.

8.2.3 At the time of engagement, Telstra and the regular part time employee will agree in writing on a regular pattern of work specifying:

8.2.3(a) the ordinary hours worked each day;

8.2.3(b) which days of the week the employee will work;

8.2.3(c) the actual start and finish times; and

Any agreed variation to the regular pattern of work will be recorded in writing.

- 8.2.4** Except as provided in clause 8.2.5, the actual weekly hours and ordinary hours of duty agreed in accordance with clause 8.2.3 will not be varied, amended or revoked without the written consent of the employee.
- 8.2.5** The actual hours to be worked in a particular week may be varied by an oral agreement to which the employee willingly consents provided that the total hours to be worked in that week are not changed. Any variation extending beyond a particular week will only be with the written consent of the employee.
- 8.2.6** A regular part-time employee will be paid for all ordinary hours worked at the ordinary hourly rate of pay for a full time employee.
- 8.2.7** A full time employee may revert to part time if agreed by the manager. The agreement will specify:
- 8.2.7(a)** the agreed period of part time employment;
 - 8.2.7(b)** the ordinary hours worked each day;
 - 8.2.7(c)** which days of the week the employee will work;
 - 8.2.7(d)** the actual start and finish times; and
 - 8.2.7(e)** the method by which the hours may be varied.
- 8.2.8** An employee who reverts to part time in accordance with 8.2.7 will not be required to revert to full time employment during the agreed period, nor will Telstra be required to convert such an employee to full time employment during the agreed period of part time employment. At the end of the agreed time the employee will revert to full time employment unless there is another agreed period of part time work. Any arrangement made, will all be in accordance with 8.2.3 above.

9. FIVE DAY WORKING WEEK

- 9.1** The hours of work to be worked per week by an employee in any particular branch or section of Telstra may be so arranged as to confine these hours to five days per week, i.e. Monday to Friday.
- 9.2** Provided that should it be necessary to require the attendance in rotation of an employee on a Saturday during the hours he/she would normally have been required to work but for this clause, the employee will be allowed time off, in the following week if practicable, equivalent to the time of such attendance.

10. OVERTIME

- 10.1** An employee may be required to work reasonable overtime.

10.2 An employee's ordinary hourly rate of pay for calculating overtime will include temporary assignment allowance when applicable.

10.3 Except with a manager's approval, the occupants of positions the minimum salary of which exceeds the salary specified in Schedule B will not be eligible to receive any overtime payment.

10.4 An employee will receive payment for overtime work calculated at their ordinary rate of pay for time worked rounded to the next fifteen minutes of the total amount of overtime to be claimed in each fortnightly pay period, provided no-one is paid more than once for any overtime worked.

10.4.1 Payment for over time worked Monday to Saturday will be as follows:

At time and one half for the first three hours and double time thereafter.

10.4.2 Payment for overtime worked on a Sunday will be as follows:

Between midnight Saturday and midnight Sunday – double time for all time worked.

10.4.3 Payment for overtime worked on a Public Holiday will be as follows:

At double time and one half for all time worked.

10.5 Shift Workers

10.5.1 For overtime worked on a Saturday by Saturday shift workers as defined in clause 15 - Saturday work-Shift workers payment will be at double time.

10.6 Overtime Minimum Payment

10.6.1 In the case of an overtime attendance not continuous with ordinary hours, and in circumstances where this clause applies, overtime payment will be subject to **clause 11 - Overtime-minimum payment.**

11. OVERTIME - MINIMUM PAYMENT

11.1 Minimum overtime payment - non restriction situations.

11.1.1 Subject to this clause, where an employee is required to work overtime not continuous with ordinary work (excluding meal breaks), he/she will receive a minimum overtime payment for four hours at the applicable rate for each separate overtime attendance.

11.2 Minimum payment - restriction situations.

11.2.1 If a employee is in a restriction situation covered by clause 22 - Essential customer servicing, and is required to report to his/her worksite or a customer's premises:

11.2.1(a) they will receive a minimum overtime payment for three hours (in lieu of four hours as prescribed in 11.1.1); but

11.2.1(b) 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.

11.2.2 This clause will not apply to work covered by clause 18 – Emergency work.

11.3 When overtime attendance not continuous with ordinary work involves work both before and after midnight, the minimum payment for the whole of the attendance will be at least equal to the minimum payment applicable to one day. Where a higher overtime rate applies on one of the days, the minimum payment will be calculated at the higher rate.

12. PAYMENT FOR PUBLIC HOLIDAY WORK

12.1 Payment for work on a public holiday

12.1.1 Subject to this clause, for rostered holiday work not exceeding the prescribed weekly hours, an employee will be entitled to extra payment at time and a half for time actually worked on the holiday.

12.1.2 The minimum extra payment payable under 12.1.1 for each separate attendance will be:-

12.1.2(a) four hours for staff who are not in a restriction situation covered in clause 22 – Essential customer servicing.

12.1.2(b) three hours for staff in a restriction situation covered in clause 22 - Essential customer servicing.

12.2 Where more than one attendance is involved, the minimum payment provision will (subject to a minimum payment of three hours) not operate to increase an employee's extra remuneration beyond that payable had the employee remained working from the commencing time his/her ordinary hours of work on one attendance to the ceasing time of work on a subsequent attendance.

12.3.1 For the purposes of clause 12.2,

12.3.1 a period of work broken only by a meal break will not constitute more than one attendance; and

12.3.2 the minimum extra payment will not apply to ordinary rostered work on a holiday which, disregarding meal breaks, is continuous with ordinary work occurring on the day preceding or on the day succeeding the holiday.

12.4 Notwithstanding the provisions of 12.1 and 12.2 an employee whose salary exceeds the salary specified in Schedule B to this award will not be eligible to receive any public holiday payment.

[12.5 substituted by PR934950 ppc 14Jul03]

12.5 In accordance with 12.6, and subject to 12.5.1 and 13, a full-time employee who works a non-standard working week, will receive compensation for public holidays prescribed in 12.7 when such a public holiday is observed on a non-working day.

12.5.1 For an employee whose regular roster includes work between Monday and Friday only, 12.5 will not apply in respect of public holidays that are observed on Saturdays or Sundays.

[12.6 substituted by PR934950 ppc 14Jul03]

12.6 For the purposes of 12.5:

12.6.1 an employee who works a **non-standard working week** means an employee whose ordinary hours of work fall into one or more of the following roster arrangements:

- rosters that include work on Saturdays or Sundays;
- rosters in which the days of the week worked vary from roster to roster;
- shift work;
- work for nine days in a fortnight;
- work for 19 days in a four week period; and
- other roster arrangements other than a Monday-Friday roster.

12.6.2 **Compensation** will be either:

- an additional day's pay; or
- a day off in "lieu" to be taken, if practicable, within one month after the public holiday. If this is not practicable, the employee will be paid the additional day's pay.

12.6.3 **Non-working day** means a day an employee is not rostered to work ordinary hours.

12.6.4 Except for a 12 hour shift worker, the calculation of an additional day's pay will be based on the daily average of the ordinary weekly hours excluding penalties. For example, for an employee working a 9 day fortnight at ordinary hours of 8 hours 10 minutes per day, the daily average of the ordinary weekly hours will be 8 hours and 10 minutes.

- 12.6.5** An additional day's pay for a 12 hour shift worker will be 8 hours 10 minutes.
- 12.6.6** Where a public holiday is observed for only part of a day, the compensation defined in 12.6.2 will be adjusted proportionately.
- 12.6.7** Where a full-time employee is rostered to work a shift where only part of the ordinary hours of the shift or shifts fall on a public holiday, the compensation defined in 12.6.2 will be adjusted proportionately."

[12.7.1 renumbered as 12.7 by PR934950 ppc 14Jul03]

12.7 For the purpose of this clause a full time or part time employee is eligible to observe the following public holidays, without loss of pay:

- New Year Day;
- Australia Day;
- Good Friday;
- Easter Saturday;
- Easter Monday;
- Anzac Day;
- Queen's Birthday;
- Labour Day or Eight Hour Day;
- Christmas Day;
- Boxing Day (In South Australia Proclamation Day (27 December) will be observed instead of Boxing Day);
- where another day is generally observed in a locality in substitute for any of the above days, that day will be observed as the public holiday in lieu of the prescribed day.

[12.7.2 renumbered as 12.7.1 by PR934950 ppc 14Jul03]

12.7.1 In addition to the holidays prescribed in 12.7, full-time employees are eligible to one additional public holiday without loss of pay.

[12.7.3 renumbered as 12.8 by PR934950 ppc 14Jul03]

12.8 Part-time employees are eligible for public holidays in accordance with 8.2.2(c).

[12.7.4 substituted by PR927702; renumbered as 12.9 by PR934950 ppc 14Jul03]

12.9 Where in a State or Territory or locality within a State or Territory an additional public holiday is proclaimed or gazetted by the authority of the Commonwealth Government or of a State or Territory Government and such proclaimed or gazetted holiday is to be observed generally by persons throughout the State or Territory or locality thereof, other than persons covered by Federal awards, or where such proclaimed or gazetted day is, by any required judicial or administrative order, to be so observed, then such day will be deemed to be a holiday for the purposes of this award, for employees who are employed in the State, Territory or locality in respect of which the holiday has been proclaimed or ordered as required.

13. CHRISTMAS DAY

- 13.1** For work performed on 25 December, an employee will receive payment at the rate of 250%.
- 13.2** Where a Christmas Day falls on a Saturday or Sunday, an employee who works on that Saturday or Sunday will be paid at the public holiday rate for work on Christmas Day.
- 13.3** Where an employee has worked on Christmas Day and then works on the substituted day he/she will receive the applicable rate for Saturday or Sunday for the substituted day.

14. SUNDAY WORK

14.1 Sunday work not in excess of ordinary hours

Sunday work not in excess of an employee's ordinary hours, payment will be made at the rate of 200%. Sunday payment will be made for any work performed between midnight on Saturday and midnight on Sunday.

14.2 Overtime on a Sunday

Overtime worked on a Sunday will be paid in accordance with 10.4.2.

Provided that, in the case of a Sunday overtime attendance not continuous with ordinary duty, the payment so resulting will be subject to the minimum overtime payment provisions contained in clause 11 - Overtime - Minimum payment.

14.3 Time off for work on a Sunday

An employee who has been required to work a full days overtime on a Sunday, will, wherever practicable, be granted a day off during the next six succeeding days. In such cases the payment for the Sunday worked will be one days pay.

14.4 Conscientious objections

If an employee who is required to attend for work on a Sunday has conscientious scruples against Sunday work, he/she may request to furnish a substitute.

14.5 Salary barrier

An employee who is not eligible for payment in accordance with clause 10.3, will not, except with the approval of Telstra, be entitled to be paid for overtime worked on a Sunday.

14.6 Annual leave

The additional payment for work performed on a Sunday as part of ordinary hours, as provided in 14.1, will be paid to an employee who would have performed such work had he/she not been on approved annual leave.

15. SATURDAY WORK – SHIFT WORKERS

15.1 Payment for Saturday work

15.1.1 For all rostered ordinary hours worked between midnight on Friday and midnight on Saturday by an employee to whom this clause applies, payment will be made at the rate of half-time additional to his/her ordinary rate of pay.

15.1.2 The provisions of this clause will apply to an employee who performs work on:

15.1.2A alternating or rotating shifts involving the performance of rostered work:

15.1.2A(i) commencing before 6.30 a.m. or terminating after 6.30 p.m. or at or before 8.00 a.m. Monday to Friday; or

15.1.2A(ii) terminating at or before 8.00 a.m. or after 1.00 p.m. on Saturday; or

15.1.2A(iii)a constant shift involving the regular performance of ordinary work after 1.00 p.m. on Saturday; or

15.1.2A(iv)a shift which, but for its being worked continuously with the approval of Telstra or to suit Telstra's convenience, would fall within the terms of clause 15.1.2A

15.2 Overtime

15.2.1 Overtime work performed on a Saturday by an employee working in accordance with this clause, will be paid double time.

15.3 Annual leave

15.3.1 The additional payment for rostered ordinary hours of work, as provided by this clause, will be paid to an employee who would have performed such work had he/she not been on approved annual leave.

15.4 Calculation of payment

[15.4 deleted by PR927702 ppc 31Jan03]

16. SATURDAY WORK - OTHER THAN SHIFT WORKERS

16.1 Payment for Saturday work

16.1.1 Except as provided in 16.1.2, for all rostered ordinary hours of work performed on a Saturday, payment will be made at the rate of 40% additional to the ordinary rate of pay.

16.1.2 The provisions of this clause will not apply to work that is covered by clause 15 - Saturday work - Shift workers.

16.2 Annual leave

- 16.2.1** The additional payment for rostered ordinary hours of work, as provided by this clause, will be paid to an employee who would have performed such work had he/she not been on approved annual leave.

16.3 Calculation

[16.3 deleted by PR927702 ppc 31Jan03]

17. SHIFT WORK

17.1 Payment for shift work

- 17.1.1** An employee who is rostered to perform and performs ordinary hours of work on a shift, any part of which falls between the hours of 6.00 p.m. and 6.30 a.m. will be paid an additional 15% of his/her salary for that shift.
- 17.1.2** Where an employee is required to work his/her ordinary hours continuously for a period exceeding four weeks on a shift falling wholly within the hours of 6.00 p.m. and 8.00 a.m., he/she will be paid with respect to that shift an additional 30% of his/her salary for that shift.
- 17.1.3** The additional payment prescribed by this clause will not be taken into account in the computation of overtime or in the determination of any allowance based upon salary, nor will it be paid with respect to any shift for which any other form of penalty payment is made under this award or under the provisions of the general determination.

17.2. Annual leave

- 17.2.1** The additional payment for rostered ordinary hours of work, as provided by this clause, will be paid to an employee who would have performed such work had he/she not been on approved annual leave.

17.3 Calculation of payment

[17.3 deleted by PR927702 ppc 31Jan03]

18. EMERGENCY WORK

- 18.1** 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/she will be paid for such emergency work at the rate of double time. 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 three hours at double time.
- 18.2** A manager may decide, for health reasons, that an employee who has undertaken emergency work is to be relieved from working his/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.
- 18.3** This clause 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.

19. EXCESS TRAVELLING TIME

19.1 Excess travelling time

An employee who is required to travel or work away from his/her normal designated day by day location, will be paid ordinary rates on Mondays to Saturdays and time and one half rates on Sundays and public holidays, for travel time in excess of:

- 19.1.1** his/her usual hours of work;
- 19.1.2** his/her normal travelling time to and from his/her normal place of work or designated location.
- 19.2** Payment will not be made unless:
- 19.2.1** the excess time exceeds half an hour in any day; or
- 19.2.2** two and a half hours in any fortnightly pay period in the case of an employee whose ordinary hours are worked over five days of the week.
- 19.3** Payment will not be made for more than five hours in any one day.
- 19.4** Calculation of travelling time will be based on the type of transport chosen and used by the employee.
- 19.5** These arrangements do not apply to camping parties, which will travel to the place of work within the ordinary hours of work for the day. Camping parties will return after the completion of those hours or vice versa, as agreed by the majority of the camping party and Telstra.
- 19.6** Employees who occupy the positions of Managers or Executives will not be eligible for excess travelling time payment.

19.7 Employees not eligible for payment in accordance with 10.3 will not be eligible to payment for Excess Travelling Time.

20. MEAL ALLOWANCE

20.1 Subject to this clause, an employee will be paid a meal allowance, in addition to any applicable overtime, in the following circumstances:

20.1.1 after the completion of his/her ordinary hours of work for the day is required without a break for a meal to perform extra work up to the completion of or beyond the meal period next occurring after the completion of those ordinary hours;

20.1.2 is required, after the completion of his/her ordinary hours of work for the day, to perform work after a break for a meal which occurs after that completion and is not entitled to payment for that break; or

20.1.3 is required to perform extra work after 2.00 p.m. on a Saturday after a meal break and is not entitled to payment for that meal break; or

20.1.4 is required to perform work on a Sunday or public holiday (in addition to their normal weekly hours of work) extending beyond a meal break and is not entitled to payment for that meal break;

20.1.5 is required to perform work prior to the commencement of their ordinary hours of work will be granted a break for a meal but will not be entitled to payment for the break.

20.2 The allowance will be paid at the rate set out in Item 1 of Schedule C.

20.3 An employee who is required to perform any of the work specified in 20.1.2, 20.1.3 or 20.1.4 will not be paid a meal allowance unless they have satisfied his/her manager that he/she cannot reasonably be expected to return to his/her home or lodgings for a meal between the time at which work ceases before the meal and the time at which he/she is required to commence duty after the meal.

20.4 For the purposes of clause 20.1.1 a meal hour will mean the following periods:

- 7.00 a.m. to 9.00 a.m.; 12 noon to 2.00 p.m.;
- 6.00 p.m. to 7.00 p.m.; and midnight to 1.00 a.m.

21. HIGHER DUTIES

21.1 Where an employee temporarily performs the work of a position having a higher classification than their own then the following will apply.

21.2 An employee who performs all the work of a higher classification will be paid in respect of the performance of that work an allowance equal to the amount of the difference between his/her own salary and the minimum salary of the higher classification.

- 21.3** An employee who performs some but not all the work of a higher classification will be paid in respect of the performance of that work an allowance fixed by Telstra.
- 21.4** However, an employee who performs all the work of the higher classification the minimum salary of which exceeds the salary shown in Schedule B, for a period of less than a week, is not entitled to higher duties allowance.
- 21.5** An employee who performs all the work of a higher classification for a period of less than one day will not be entitled to payment for that period and that period will not be service in the higher position for the purpose of this clause.
- 21.6** Where an employee temporarily performs the work of a higher classification for a continuous period of twelve months the allowance will thereafter be calculated at the salary level applicable to the classification.
- 21.7** Where an employee's total period of higher duties performance in 24 months exceeds twelve months the allowance will be calculated at the next salary level applicable to the higher classification after twelve months service.
- 21.8** Where an employee temporarily performs the work of a higher classification and the conditions of service of that classification differ from those of the classification normally occupied by the employee, the employee will be entitled to any more favourable conditions applicable to the higher classification.
- 21.9** An allowance paid under this clause will be regarded as salary for the purposes of calculating travelling and meal allowances and payment for overtime and excess travelling time.
- 21.10** If an employee goes on leave (other than long service leave), and but for the taking of that leave, the employee would have performed the work of the higher classification, then higher classification allowance will be paid for the period of leave.
- 21.11** Where an employee has performed higher classification work in an isolated district for at least twelve months in the preceding two years and is in receipt of higher duties allowance in that district at the date of commencing annual leave and is not returning to the isolated district at the conclusion of that leave, the allowance will be paid during that leave.
- 21.12** Where higher duties allowance payments are included in leave with pay in accordance with 21.10 and 21.11, the leave periods in respect of which the payments are included will be service in the relevant higher classification for the purpose of calculating the amount of higher duties allowance in accordance with 21.6 and 21.7.

22. ESSENTIAL CUSTOMER SERVICING

- 22.1** In order to satisfy essential customer servicing requirements, the Corporation may roster an employee to be available to respond to business needs outside ordinary hours of work.

- 22.2 In any rostering arrangement, the Corporation will have regard to the employees ability to be at, or to remotely access, the worksite within a timeframe which meets the Corporation's particular business needs.
- 22.3 The Rostering of an employee for the purposes of this clause is the responsibility of their manager. Eligibility for the prescribed allowance is based upon the manager expressly rostering the employee in accordance with the provisions of this clause. The provision of a pager or mobile phone for contact purposes does not automatically attract the operation of this clause.
- 22.4 The rostering of an employee should be based on a weekly cycle. Rostering will be on the basis of:
- 22.4.1 On-call**
- An employee who is required to remain contactable and available within a reasonable time to return to duty will be paid at the rate shown as Item 1 in Schedule D of this award.
- 22.4.2 Emergent-call**
- An employee who is required to be available and ready to return to duty within 30 minutes will be paid at the rate shown as Item 2 in Schedule D to this award.
- 22.4.3 Immediate-call**
- An employee who is required to remain at home and be ready for immediate recall to duty will be paid at the rate shown as Item 3 in Schedule D to this award.
- 22.4.4 For the purposes of this clause, 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.
- 22.4.5 No payment will be made to an employee under this clause 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.
- 22.5 In addition to the amount referred to in 22.4 an employee who is required to:
- 22.5.1** Report to the worksite or a customer's premises - will be paid at the relevant overtime rate for actual hours worked (including travel time) subject to the minimum payment provisions contained in 11.2. of this award.
- 22.5.2** Perform work at home will be paid at the relevant overtime rate for the actual hours worked subject to a minimum payment of one hour.
- 22.6 Clause 18 - Emergency duty does not apply where an employee is recalled to duty in accordance with sub clause 22.5 whilst in a situation covered by this clause.

- 22.7** An employee who is not rostered subject to this clause but is contacted to perform duty at home will receive payment at double time for the actual time worked subject to a minimum payment of one hour.
- 22.8** An employee who is ineligible for overtime or payment for holiday work is described in 10.3 and 12.4 will not be eligible for payment under this clause.
- 22.9** The current rest relief provisions in respect of emergency duty will apply to duty in terms of 22.5 which is performed under the essential customer servicing provisions.
- 22.10** An employee who is called upon to perform duty at home which can be effectively 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.

23. ANNUAL LEAVE

23.1. Annual leave

- 23.1.1** A full-time or part-time employee is eligible for four weeks annual leave for every twelve months of continuous employment with such leave accruing progressively. A part-time employee will be eligible for pro rata leave determined by the ordinary hours he/she normally worked.
- 23.1.2** An employee working a seven day shift, whose ordinary hours of work regularly fall on a Sunday and Public Holidays, is eligible for an additional seven consecutive days annual leave including non-working days. Where work is rostered on less than ten Sundays in the year, the additional leave will accrue at the rate of half a day for each Sunday worked, up to a maximum of five days.
- 23.1.3** A rostered overtime shift of three hours or more, which starts or finishes on Sunday, will count in the calculation under 23.1.2

23.2 Taking leave

- 23.2.1** An employee may take annual leave, as it accrues, subject to the agreement of his/her manager.
- 23.2.2** The annual leave provided in 23.1.1 and 23.1.2 will normally be taken within twelve months of accrual, unless deferral is agreed with the manager.

23.3 Leave payment and loading

- 23.3.2** The pay for annual leave is the employee's pay rate at the time he/she takes annual leave plus the greater of 17.5% of the pay rate for the period of the annual leave taken or any additional amount which he/she would have received for working ordinary hours on a shift or Saturday or Sunday had he/she not been on annual leave.
- 23.3.2** The payment of 17.5% is subject to a maximum payment of the equivalent of the Australian Bureau of Statistics Male Average Weekly Total Earnings figure for the preceding September quarter.

23.4 Public holidays or sick leave falling in annual leave

- 23.4.1** If a public holiday falls within an employee's annual leave on a day which would have been an ordinary working day, extra time equivalent to the public holiday will be added to the employee's annual leave.
- 23.4.2** If an employee takes paid sick leave of one day or more supported by a medical certificate during his/her annual leave, extra time equivalent to the sick leave will be added to the employee's accrued annual leave.

24. DEDUCTIONS FROM ANNUAL LEAVE

Where an employee is absent from work on authorised leave without pay (other than sick leave) and a reduction in annual leave is incurred as a result, such leave will not be reduced by more than one and two third days for each calendar month of such absence within any calendar year.

25 PERSONAL / CARER'S LEAVE

[25 substituted by PR927702 ppc 31Jan03]

25.1 Personal carer's leave

- 25.1.1** Personal/Carers leave will comprise an entitlement of 15 days sick leave on full pay on the date of commencement of full time/part time (subject to Clause 8.2.2 (c)) employment and on completion of each 12 month period of service thereafter.
- 25.1.2** Paid personal/carers leave is available for absence:
- 25.1.2(i)** Due to personal illness or injury (See clause 25.2);
 - 25.1.2(ii)** Where an employee is required to care for an immediate family or household member who is sick. A maximum of 5 days paid leave per year which is to be taken from, and is not additional to, the 15 days of paid leave per year specified in clause 25.2.2(i) (See clause 25.3);
- 25.1.3** The entitlement to use carers leave under this clause is subject to the person in respect of whom the leave is being taken being either:
- a member of the employee's immediate family; or
 - a member of the employee's household.
- 25.1.3(i)** The term immediate family includes:
- a spouse, and a former spouse, of the employee; and
 - a 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.

25.1.3(ii) A member of the employee's **household** means:

- A person who normally lives at the same residence as the employee.

25.1.4 In the event that the current year's aggregate personal/carers leave is exhausted, employees may access their accumulated sick leave for personal sick leave, and carers leave (subject to a total cap of 5 days per annum).

25.1.5 Employees who have accrued any half days personal leave as at 31 January 2003 will have such accrued personal leave converted to full days on a pro rata basis.

25.2 Personal sick leave

25.2.1 Subject to clause 25.4, in the case of illness, an employee, on production of satisfactory medical or other supporting evidence, will be entitled to paid sick leave in accordance with this clause.

25.2.2 An employee is entitled to the following amount of paid sick leave for absence due to personal illness or injury. Subject to clause 25.2.3, these entitlements are cumulative.

Leave on full pay
(working days)

On date of commencement of full time/part time
(subject to Clause 8) employment 15

On completion of twelve months service 15

On completion of each additional twelve months service 15

25.2.3 Sick leave entitlements which are untaken at the completion of the year shall accumulate on the following scale:

25.2.3(i) Previous years' untaken accumulated sick leave, plus

25.2.3(ii) The balance of personal carers leave, provided that such remaining personal/carers leave does not exceed 15 days leave on full pay less any personal sick leave or carers leave taken by the employee during the year.

25.2.4 Sick leave taken by an employee in accordance with this clause is deducted from the amount of aggregated personal/carers leave.

25.2.5 Sick leave used by an employee on a public holiday which but for the sick leave they would have observed will not be debited.

25.2.6 The maximum period of paid sick leave allowable in respect of any continuous absence through illness will be 52 weeks.

- 25.2.7** Where any employee has exhausted all leave allowable with pay, the employee may be granted sick leave without pay.
- 25.2.8** In respect of any continuous period of absence, sick leave with and without pay shall not exceed a total of 78 weeks.
- 25.2.9** If an employee is ill while on annual leave for at least one day and produces satisfactory medical evidence, the employee will be entitled to have the period of illness during the annual leave debited against their sick leave entitlement and to take the period of annual leave during which they were sick at another time fixed by Telstra within twelve months.

25.3 Carers leave

- 25.3.1** Subject to clause 25.4, an employee with responsibilities in relation to members of either their immediate family or household is entitled to use up to a maximum of five days per annum of their aggregate personal/carers leave entitlement to provide care and support for such persons when they are ill, on production of satisfactory medical or other supporting evidence.
- 25.3.2** Where practicable, the employee must give prior notice of the intention to take carers leave, or otherwise notify of such absence at the first opportunity on the day of absence.

25.4 Supporting evidence of sick leave and carers leave

- 25.4.1** An employee will be entitled to up to a total of five days paid leave for sick leave and carers leave purposes in any sick leave year without medical or other supporting evidence. However, medical or other supporting evidence must be provided where a period of sick leave exceeds three consecutive days, or an employee's supervisor requests medical or other supporting evidence within a day of an employee resuming work.
- 25.4.2** If an employee's supervisor does request medical or other supporting evidence and an employee has not sought medical evidence during absences of up to a total of five days in any sick leave year, a statutory declaration describing the illness will be satisfactory supporting evidence.

The provisions of clauses 25.4.1 and 25.4.2 do not apply in cases of personal sick leave during annual leave.

25.5 Bereavement leave

- 25.5.1** An employee is entitled to a maximum of three days paid bereavement leave per annum on the occasion of the death of a member of the employee's immediate family or household, as defined in sub clauses 25.1.3 (i) and (ii).
- 25.5.2** Bereavement leave (three days) is non-cumulative.
- 25.5.3** If Telstra so requests, the employee attesting to the death must produce evidence.
- 25.5.4** In the event that the current year's bereavement leave is exhausted, employees can take leave without pay, with the approval of their manager, for the purposes of bereavement leave (subject to a total cap of three days without pay per annum).

26. INCREMENTS

- 26.1** An employee employed in a job in Telstra before (date of certification of the specific awards) will be eligible for annual increments within the scale of rates of salary fixed for the position occupied as determined by Telstra.
- 26.2** An employee covered by an award to which this clause applies, occupying positions for which Telstra has determined conditions of advancement will be subject to the conditions of advancement so determined, and those conditions will be incorporated and read as one with that award.
- 26.3** The provisions of 26.1 will not apply to an employee under 21 years of age occupying a position in respect of which a rate of salary payable according to age is prescribed, except in those cases where such an employee, having complied with a condition of advancement determined by the corporation in respect of that position, is paid the prescribed rate for that position payable to an employee who has attained the age of 21 years.

SCHEDULE A

- Telstra/CPSU Award 2001
- Telstra/AMWU Award 2001
- Telstra/ CEPU Technical and Trades Staff (Salaries and Specific Conditions of Employment) Award 2001.
- Telstra / CEPU Lines and General (Salaries and Specific Conditions of Employment) Award 2001.
- AOTC/MEAA Award 1993
- Telstra/APESMA Award 2001
- Telstra/CEPU - Operators (Salaries and Specific Conditions of Employment) Award 2001.
- Telstra/CPSU Sales Award 2001.

SCHEDULE B

\$42,891 (Salary Barrier)

The Salary Barrier expressed in this schedule will be adjusted on 1 July of each year following the most recent safety net adjustments decisions (or such like) of the Australian Industrial Relations Commission.

SCHEDULE C

Item 1 \$14.15 (Meal Allowance)

SCHEDULE D

Item 1:	On-Call Allowance (Clause 22(4)A)	\$7.80 per night \$18.00 per day and night
Item 2:	Emergent-Call Allowance (Clause 22(4)B)	\$15.60 per night \$36.00 per day and night
Item 3:	Immediate-Call (Clause 22(4)C)	\$6.60 per hour

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