

AG825428 PR933612

**AUSTRALIAN INDUSTRIAL RELATIONS COMMISSION**

*Workplace Relations Act 1996*  
s.170LJ Agreement with organisations of employees (Division 2)

**Network Design and Construction Limited**

and

**Communications, Electrical, Electronic, Energy, Information, Postal, Plumbing and  
Allied Services Union of Australia**  
**CPSU, the Community and Public Sector Union**  
**The Association of Professional Engineers, Scientists and Managers, Australia**  
**(AG2003/5615)**

**NETWORK DESIGN AND CONSTRUCTION LIMITED ENTERPRISE  
AGREEMENT 2003**

Telecommunications services	
COMMISSIONER SMITH	MELBOURNE, 26 JUNE 2003

**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 26 June 2003 and shall remain in force until 31 December 2003.

BY THE COMMISSION:

COMMISSIONER

Appearances:

L Smith with W Klumpp on behalf of Network Design and Construction Industry.  
N Bretag for the Communications, Electrical, Electronic, Energy, Information, Postal, Plumbing and Allied Services Union of Australia.  
B Nadenbousch for The Association of Professional Engineers, Scientists and Managers, Australia.  
L Andelman for the CPSU, the Community and Public Sector Union (by correspondence).

Hearing details:

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Network Design and Construction  
Limited  
Enterprise Agreement  
2003

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## Part 1 - Your Employment Arrangement

### 1. Name of Agreement

This agreement shall be known as the Network Design and Construction Limited Enterprise Agreement 2003. ('Agreement').

### 2. Your role in NDC Ltd

#### 2.1 Workstreams

Your job will be allocated to a Workstream. The arrangements that apply to each of the Workstreams are contained in Part 3 of this Agreement. The Workstream definitions are contained in clause 10.2.

#### 2.2 Movement of Employees

Movement to another job will be on the basis of merit selection. Where a job requires you to be licensed or to possess relevant permits or formal qualifications, those requirements will be specified in individual job descriptions; otherwise there will be no mandatory qualifications for any job, in any Workstream.

### 3. Australian Workplace Agreements

3.1 NDC Ltd may enter into an Australian Workplace Agreement ('AWA') with any employee covered by this Agreement. The AWA may operate to the exclusion of this Agreement or prevail over its terms to the extent of any inconsistency. The employee will remain subject to the terms of that AWA until that AWA is terminated or replaced by another AWA. After the expiry date of an employee's AWA she or he may choose to apply to terminate that AWA in accordance with the Workplace Relations Act 1996.

3.2 It is a term of this Agreement that employees who are party to an AWA that expired before this Agreement was certified will remain subject to the terms of those AWAs. An employee who is not currently subject to the terms of an AWA will not be required to enter into an AWA for their existing job.: If an AWA is offered to that employee she or he may accept or reject that offer.

3.3 Where an employee is offered an AWA when transferred or promoted she or he will have the choice of accepting or rejecting any new AWA. Where an employee rejects an AWA offered under this sub-clause the transfer or promotion will occur and either:

3.3.1 this Agreement applies for those employees not already subject to an AWA; or

3.3.2 if they are already subject to an AWA, that AWA applies and they will be paid the appropriate rate of pay for that position.

#### **4. How you will be employed**

##### **4.1 Employment Arrangements**

4.1.1 NDC Ltd may employ you to work arrangements that are:

- (a) full time;
- (b) part time;
- (c) casual; or
- (d) for a fixed period or specific project.

4.1.2 There is no limitation on the number and/or use of any type of work arrangement.

##### **4.2 Part Time Employment**

You are a part time employee if you are engaged to work less than 36 3/4 hours per week. If you are a part time employee you will be eligible for the benefits of this Agreement, and those in the relevant awards, on a pro rata basis.

##### **4.3 Casual Employment**

4.3.1 You are a casual employee if you are engaged to work as a casual.

4.3.2 Casual employees may only be employed in accordance with the relevant Telstra award that applies to them.

##### **4.4 Secondment**

For the avoidance of doubt, NDC Ltd may from time to time second any employee who has

rejected a Telstra Offer (as provided for in Clauses 24, 25 & 26) to perform his or her duties for a third party. In the event of such an arrangement, the employee will remain an employee of NDC Ltd and his or her employment shall, subject to clause 3r remain governed by the terms of this Agreement. No redundancies shall occur or be deemed to occur in this situation of secondment.

## **Part 2 - Hours of work**

### **5. Your hours of work**

From the date of second increase the ordinary hours of work of all employees covered by this Agreement will be reduced from 38 hours each week (as set out in clauses 17, 18 and 19 of the Network Design and Construction 2000-2002 Enterprise Agreement) to those set out in clauses 5 and 6 of this Agreement. An adjustment will be made to employees' salaries to reflect this change in your ordinary hours of work - see clause 103.

#### **5.1 If you work full time**

If you are a full time employee (other than a shift worker), your ordinary hours of work will be 36 3/4 hours per week, worked between 7am and 7pm, Monday to Friday. There will be an unpaid meal break after no longer than 5 hours of continuous work, The meal break will be at least 30 minutes in length and no more than one hour, except in areas where an NDC Ltd Flexible Working Hours Scheme operates, where the meal break may be longer. Within these parameters, the timing of the meal break will be at the discretion of your manager, taking into account any individual requirements. If you work in the Northern Territory, the daily span will start and finish half an hour earlier.

#### **5.2 Start and finish times**

Within the span of 7am to 7pm, your normal start and finish times will be determined by your relevant manager, based on customer and operational need and following discussions with you. The discussion with you will have regard to your preferences and family responsibilities. However, customer needs and operational requirements will be a significant consideration in determining start and finish times and your daily pattern of work. Outcomes will be distributed fairly across the work group.

#### **5.3 Method of working ordinary hours**

Your ordinary hours may be worked in any pattern, which provides for an average of 36 3/4 hours per week. However, areas of N DC Ltd which currently operate under the Flexible Working Hours Scheme (based on 7 hours 21 minutes per day) or a nine-day fortnight (consisting of 8 hours 10 minutes per day) will continue to have access to those arrangements in a manner consistent with this Agreement, having regard to, in particular, those matters contained in clause 5.2.

#### **5.4 Facilitative Agreements**

5.4.1 The following provisions may be utilised where appropriate.

5.4.2 You and your supervisor may agree, or a workgroup and its supervisor/manager may agree (through majority vote of employees in the workgroup who are covered by this clause) in writing, to vary the following things:

(a) the days of the week during which you perform your ordinary hours of work;

(b) the number of hours per day during which you perform your ordinary hours of work;  
or

(c) your span of hours.

5.4.3 The ordinary hours of work (36 3/4 hours per week) may be calculated as the average of the hours worked over a cycle of no longer than 4 weeks with a minimum of 2 rostered days off in that period,

5.4.4 The limits within which subclause 5.4.2 may apply are as follows:

(a) for the days of the week - Monday to Sunday;

(b) for the number of hours per day - between 6.75 hours and 10 hours per day;

(c) for the span of hours - 7:00 am to 7:00 pm.

5.4.5 If you make an agreement under this clause, you or the workgroup (as applicable) will be entitled to payment at time and one half for ordinary hours worked on Saturday and double time for ordinary hours worked on Sunday. No overtime or other penalties will apply to these ordinary hours worked.

5.4.6 The State office of the relevant union must be notified of an agreement made between a workgroup and a supervisor/manager under this clause at least 14 days prior to the varied working arrangement commencing. The union will not unreasonably oppose the agreement.

5.4.7 Either you or your workgroup (through majority vote of employees covered by an agreement made under this clause), as applicable, or your supervisor/manager, may end the agreement on at least 14 days written notice to the other, No financial penalty will apply to either party as a result of the agreement ending (e.g. shift closure payouts).

5.4.8 If you make an agreement under this clause, it will operate to the extent of any inconsistency with clauses of 5.2, 5.3, 6.1 and 6.2 of this Agreement.

5.4.9 To avoid doubt, neither party to an agreement made under this clause may take protected industrial action during the life of this Agreement about matters covered by this clause (refer also to clause 21).

5.5 If you work part time

5.5.1 As a part time employee (other than a shift worker) your ordinary hours of work will be scheduled in the period between 7am and 7pm, on any day between Monday to Friday. Your minimum daily hours of part time work will be no less than 3 hours. NDC Ltd or you may vary your part time hours of work by agreement,

5.5.2 As a part time employee, you will have reasonably predictable hours of work.

## **6. Shift work**

### **6.1 Hours of work for shift workers**

You may be engaged on shift work. The ordinary hours of work for shift work will:

(a) not exceed 36 3/4 hours per week or an average of 36 3/4 hours per week over a cycle of shifts for full time staff;

(b) be less than 36 3/4 hours per week or an average of less than 36 3/4 hours per week over a cycle of shifts for part time staff.

## 6.2 Shift arrangements

If you are scheduled to work a shift where any part of the ordinary hours on that shift falls between the hours of 7pm and 7am Monday to Friday, you will be paid an additional 15% of your salary for all ordinary hours worked on that shift. Where you are required to work your ordinary hours for a period exceeding four weeks on a shift falling wholly within the hours of 6pm and 6am, you will be paid an additional 30% of your salary for that shift.

## 6.3 Shift work CFW/TW

If you are in a CFW or TW job, the shift provisions in clauses 6.1 and 6.2 above, will apply together with the provisions of clause 12.2 of Telstra./CEPU Technical and Trades Staff (Salaries and Specific Conditions of Employment) Award 2001, and clause 12.2, 12.2.1 and 12.6 of the Telstra/CPSU Award 2001 as varied from time to time.

## 6.4 Extra week's leave for continuous shift workers

If you are a seven day shift worker, that is, you are rostered to and work shifts regularly on Sundays and Public Holidays, you will be eligible for an additional week's annual leave after 10 Sundays worked as part of a seven day shift. Where less than 10 Sundays are worked as part of a seven-day shift roster, additional leave will be proportionate ie 1/2 day for each Sunday worked, Where a seven-day shift worker works an overtime shift on a Sunday, that work will constitute Sunday work for the purposes of this clause, provided that the overtime shift must be no less than the normally rostered shift hours. The additional week's leave will be for seven consecutive days and includes non working days. Clause 6.4 overrides clause 23.1.2 of the GC Award.

## 7. Overtime rates

### 7.1 If you are a full time employee

7.1.1 NDC Ltd may require you to work reasonable overtime. If you are a full time employee, and you are authorised to work overtime, you will be paid at the overtime rates prescribed in the relevant Award for overtime worked.

7.1.2 If you are a CFW or TW employee, the provisions of clause 14 of the Telstra/CEPU Technical and Trades Staff (Salaries and Specific Conditions of Employment) Award 2001, as varied from time to time, will apply.

### 7.2 If you are a part time employee

7.2.1 As a part time employee you may be requested, but not required, to work overtime. Overtime, when worked and authorised, will be paid at the rates provided in clause 7.2.2, after you have worked ordinary hours equivalent to a full time employee, or weekly hours exceeding 36 3/4.

7.2.2 You will be paid overtime rates as follows:

- (a) outside the span of ordinary hours or outside the regularly scheduled full time equivalent ordinary hours - 150% for the first three hours and 200% thereafter,
- (b) on a Sunday - 200% for all time worked;
- (c) on a public holiday - 250% for all time worked; and
- (d) on a Saturday, if you are a shift worker - 200% for all time worked.

7.2.3 If you work additional time, which is not overtime as defined, the additional time worked will be paid for at the ordinary time rate. Any additional hours paid at ordinary time will count for the pro rata accrual of annual leave and sick leave.

## **8. Rest relief**

8.1 You will have at least 10 consecutive hours off work (inclusive of reasonable travelling time) between periods of ordinary hours work.

### **8.2**

(a) Where you work overtime between periods of ordinary hours work, you will have 10 consecutive hours off work between these times, before commencing the next period of ordinary hours work, without loss of pay.

(b) If you are required to resume or continue work without having 10 consecutive hours off work, you will be paid at double rate until you cease that period of work, and you will then be eligible to be absent from work until you have 10 consecutive hours off work, without loss of pay for any ordinary hours work scheduled during that absence.

8.3 Notwithstanding the provisions of clause 8.2 above, where overtime is worked under the relevant Award Emergency Duty provisions, rest relief will only apply when the time worked is at least three hours (including travelling time) on each call.

8.4 The provisions of this clause do not apply where you wish to change your scheduled shift, and your manager agrees to the change.

## **9. Exemptions**

9.1 If you are employed in a job in the SW, and your Actual Salary exceeds \$62,112pa (from the First Increase Date), \$56,976pa (from the Second Increase Date), (including Temporary Assignment Allowance), you will not be eligible to receive the payments prescribed in clause 7 (Overtime) and paragraph 3 of Schedule B (Essential Customer Servicing), or additional payments relating to rostered work on public holidays or excess travelling time contained in the GC Award.

9.2 If you are employed in a job in the SW, TPW, CFW or TW above Band 8 (including on Temporary Assignment Allowance), you will not be eligible to receive the payments prescribed in clause 7 (Overtime) and paragraph 3 of Schedule B (Essential Customer Servicing) or additional payments relating to rostered work on public holidays, or excess travelling time contained in the GC Award.

9.3 The exclusion in clause 9.2 does not apply to you if you are a CFW or TW employee whose job is that of a technical specialist graded at, or above Band 8.

9.4 The exclusion in clause 9.2 does not apply to you if you are a TPW employee whose job is that of a technical specialist graded at Band 9.

### **Part 3 - Workstream arrangements and increases**

#### **10. Definitions**

##### 10.1 General Definitions

"Actual Salary" means the salary, which you are actually paid.

"Actual Salary - Calculation of Salary Related Benefits" means your Actual Salary will be your salary for all purposes in calculating benefits under the applicable Awards and this Agreement, and for the calculation of superannuation, long service leave and such like.

"Agreement" means the Network Design and Construction Enterprise Agreement 2003.

"36 3/4 Hours Salary" means your salary as calculated in accordance with clause 10.3.

'NDC Limited Company Rate ' means the agreed annual rate of pay for jobs within a Band, in a Workstream at any particular time.

"First Increase Date" means the date on which the first increase provided for in this Agreement is payable. The effective date of the first increase will be 2 January 2003. It will be paid from the first full pay period occurring on or after certification of this Agreement

"Second Increase Date" means the date on which the second increase provided for in this Agreement is payable. The effective date of the second increase will be from the first full pay period occurring on or after certification of this Agreement.

"NDC Ltd Job Evaluation and Classification System" means the grading system that will apply to all jobs covered by this Agreement. It will involve agreed NDC Ltd Core Job Descriptions, as well as a system to grade jobs from scratch using a new job description. The system is based on the internationally regarded Hay system of Job Evaluation, which allows for easy reference to market data.

"Band" means the level of a job within a Workstream.

"Range" means the NDC Ltd Job Evaluation and Classification System's point score range, which defines the upper and lower points, limits for a Band in the Workstream.

"Core Jobs" means jobs that have been graded and placed into Bands by the NDC Ltd Job Evaluation and Classification System using agreed job descriptions. Core Jobs align particular job duties with Bands for the life of this Agreement, and guide evaluators in determining the appropriate Band for new or substantially altered jobs.

"Workstream" means a defined group of employees working in jobs, which are operationally and organisationally associated within NDC Ltd.

##### 10.2 Workstream Definitions

10.2.1 Customer Sales and Service Workstream means employees who are employed in those jobs in which employees are engaged principally in: the sale of products and

services; managing of enquiries for NDC Ltd customers; fault reporting - who are not covered in the Customer Field Workstream and Technical Workstream; telesales; billing and credit management; and the direct supervision and direct support of employees employed in these functions.

10.2.2 Support Workstream means employees who are employed in the classifications specified in the Awards listed in Schedule C of this Agreement and who are engaged in work in Australia that is not in the Technical Workstream, Customer Field Workstream, Technology Professional Workstream or the Customer Sales and Service Workstream.

10.2.3 Customer Field Workstream means employees who are engaged in Customer Access Network ('CAN'\_ construction and/or in the end-to-end installation, operation, maintenance and repair of all services for customers and/or in the supervision and/or direct operational support of such employee and the Testers in the service assurance call centres and who are otherwise covered by the Awards specified in Schedule C of this Agreement.

10.2.4 Technical Workstream means employees who are engaged in applying practical skills and knowledge to the technical aspects of voice, data, video and information technology and those engaged in the direct supervision of these employees. The work is focused on applying, either directly or in coaching others, technical know how to solve problems around technical practices. It requires a suitable practical background. The exercise of technical judgement is required within a specific discipline or area of technical work.

10.2.5 Technology Professional Workstream means employees who are engaged in applying theoretical skills and knowledge to voice, data, video and information technologies and related architecture and those engaged in the direct supervision of these employees. The work is focused on applying, either directly or in coaching others, first principles to solve problems of a conceptual or novel nature in relation to the above technologies and architecture. It is characterised by longer term planning horizons. The work is undertaken within higher degrees of autonomy in determining the conceptual approach.

### 10.3 Salary Conversion

10.3.1 Immediately prior to the second increase date, NDC Ltd will convert your Actual Salary on the day prior to the second increase date in accordance with clause 10.3.2 to reflect the change in your ordinary working hours from 38 hours each week to 36 3/4 hours each week. This change takes effect from the second increase date. (See clause 5 and clause 14.2).

10.3.2 In order to obtain your 36 3/4 Hours Salary, NDC Ltd will divide your Actual Salary at close of business on the day prior to the second increase date by 38 and then multiply it by 36 1/4, The product of this calculation will be your 36 3/4 Hours Salary.

### 10.4 Grandfathering Definitions

The following definitions only apply to employees who are entitled to a Grandfathered Allowance as set out in either clause 11.2.3 or clause 11.5(b) of this Agreement ('Grandfathered Employees'):

A Grandfathered Employee's "Actual Salary" is the sum of the NDC Ltd Company Rate for her or his job plus a Grandfathered Allowance.

"Grandfathered Allowance" is an annualised allowance, which is paid fortnightly and

calculated as the difference between an employee's Actual Salary and the NDC Ltd Company Rate for their job. Any Grandfathered Allowance will be paid in accordance with either clause 11.2.3 or clause 11.5(b) of this Agreement.

## **11. Workstream Principles**

The following principles apply to the operation of the Workstreams and operation of this Agreement. The work in each Workstream will be evaluated in accordance with the NDC Ltd Job Evaluation and Classification System, and these principles.

Foot note: A copy of the current NDC Ltd Job Evaluation and Classification System will be tendered as an exhibit in the Australian-Industrial Relations Commission proceedings for the certification of this Agreement

### **11.1 The NDC Ltd Job Evaluation and Classification System**

11.1.1 Each Band, within a Workstream, will have agreed representative Core Job Descriptions.

There may be more than one Core Job Description for each Band. Core Job Descriptions will form part of this Agreement.

11.1.2 As part of the job evaluation and classification process, managers will design any new jobs that will go into the Workstream. Should the Parties to this Agreement be unable to reach agreement on the appropriate grading of new jobs, the matter will be referred for review to a review team consisting of:

- (a) an external consultant expert in NDC Ltd's Job Evaluation and Classification System;
- (b) a NDC Ltd representative; and
- (c) a nominee of the union.

A majority of the three-person team will determine the outcome and this outcome will be binding on the Parties to this Agreement without recourse to any further review or appeal.

11.1.3 Core jobs will not be changed, reviewed or altered except by agreement between the Parties, and without the involvement of any third party, during the period of operation of this Agreement.

### **11.2 Transition of employees to Workstreams and Grandfathered Employees**

11.2.1 At the commencement of this Agreement the previous classification/designation system as provided for in Schedule 1 of the Network Design and Construction Limited 2000-2002 Enterprise Agreement will no longer apply.

11.2.2 Subject to clause 11.2.3, the jobs performed by all employees whose employment is covered by the terms of this Agreement are now allocated to a Workstream and Band and from the second increase date will be paid the applicable NDC Ltd Company Rate contained in Schedule A.

11.2.3 If on the second increase date an employee's Converted Salary (as increased under clause 14.1) is greater than the NDC Ltd Company Rate for their job (as set out in Schedule A), then from the second increase date such an employee will be paid a Grandfathered Allowance in addition to the NDC Ltd Company Rate.

11.2.4 A pro-rata portion of the Grandfathered Allowance will be paid fortnightly.

### 11.3 Australian Qualifications Framework ('AQF')

Where relevant Australian National Training Authority endorsed Training Packages (including AQF Qualifications) exist or are developed, Workstreams and jobs covered by this Agreement, will be aligned to them, and they will be applied to employees working in those jobs. Telstra will recognise prior learning in accordance with those Training Packages. NDC Ltd is committed to ensuring that individual Recognition of Prior Learning ('RPL') will be given. This may be arranged through the Performance Review and Development Process, or commenced at any other appropriate time, Arrangements may be made for the block recognition of prior formal training and qualifications to align these qualifications with the Training Package AQF Qualifications. The above is dependent upon NDC Ltd, attaining the relevant Training Package on its Scope of Registration.

### 11.4 Job Movement Rules - Voluntary Transfer and Promotion

11.4.1 Subject to clause 11.4.2, if you choose to move to another job or are promoted, including to a job in another Workstream or Band, you will be paid the NDC Ltd Company Rate for your new job.

11.4.2 If you are a Grandfathered Employee and you choose to move to another job or are promoted:

- (a) your Actual Salary will not be reduced;
- (b) you will be paid the NDC Ltd Company Rate for your new job; and
- (c) to ensure that your Actual Salary is retained any Grandfathered Allowance that you previously received will automatically adjust (up or down).

### 11.5 NDC Ltd Transfers and Redeployees

If you are a Translated Telstra Employee transferred by NDC Ltd to a new job covered by this Agreement, where the work is substantially the same, or you are redeployed under the Telstra Redundancy Agreement 2002 the following provisions will apply to you and the salary maintenance provisions of the Telstra Redundancy Agreement (clause 15.2) will not apply to you:

- (a) if your Actual Salary for your old job is less than the NDC Ltd Company Rate for your new job, you will be paid the NDC Ltd Company Rate for your new job; or
- (b) if your Actual Salary for your old job is greater than the NDC Ltd Company Rate for your new job, you will be paid the NDC Ltd Company Rate for your new job plus a Grandfathered Allowance equal to the difference between your old Actual Salary and the NDC Ltd Company Rate for your new job. Your Grandfathered Allowance will replace any Grandfathered Allowance that you may have previously received (as part of your Actual Salary) for your old job.

For the avoidance of doubt, this clause 11.5 does not apply to Non Translated Employees.

### 11.6 Temporary assignment to a higher position

If you are temporarily occupying a higher position, you will receive the NDC Ltd Company

Rate for the job to which you have been temporarily assigned. If you are a Grandfathered Employee, any Grandfathered Allowance that you are being paid will automatically adjust to ensure that your Actual Salary is retained for the period of your temporary assignment.

## **12. Customer Field Workstream ("CFW")**

### **12.1 Structure of CFW Work**

In the CFW, the basic field workforce structure is a team. A team will cover either a geographic area or an overlaying specialist activity for a number of geographic team areas. A team will be headed by a Team Leader and consist of a variable number of generalist and/or specialist employees.

### **12.2 Multi-functional work provisions - CFW**

12.2.1 In the CFW you may be requested to perform any CFW function at or below your work Band and if you have the necessary tool set (ie. Training/Competency, Tools, Required Equipment, Vehicle) you will use your skills and abilities to complete the task competently.

12.2.2 You may also be requested to perform higher-level functions, typical of higher Bands in the CFW, in a temporary capacity during times of peak workload or for employee development purposes, where you have the appropriate tool set. Such requests should be the exception, not the rule, in work allocation and usually would result from jeopardy avoidance or an urgent, first-in response requirement. You are expected to use your skills and abilities to complete the task competently.

12.2.3 If you are required to frequently work at a higher Band, consideration will be given to an ongoing requirement for a higher Band job.

### **12.3 Travel arrangements - All workstreams**

12.3.1 Telstra and NDC will have a comprehensive policy that regulates travel arrangements prior to certification of this Agreement that will incorporate clauses 23 & 26 of the NDC 2000-2002 Enterprise Agreement and any formal policies recognised by NDC Ltd on travel arrangements within NDC Ltd.

12.3.2 This policy shall only apply to employees employed in NDC Group within the Infrastructure Services Business Unit whilst they perform NDC Group work and shall apply from the second increase date within both NDC Limited and Telstra.

12.3.3 The Parties agree that a copy of the policy will be tendered to the AIRC as part of certification proceedings for this Agreement, together with documents relating to vehicle usage.

## **13. Multi-functional work provisions - TW and TPW**

13.1 In the TW you may be requested to perform any TW function at or below your work Band. In the TPW, you may be requested to perform any TPW function at or below your work Band. If you have the necessary tool set (ie, Training/ Competency, Tools, required Equipment, Vehicle) you will use your skills and abilities to complete the task competently.

13.2 You may also be requested to perform higher level functions, typical of higher Bands in the TW or the TPW, respectively, in a temporary capacity during times of peak work load

or for employee development purposes, where you have the appropriate tool set. Such requests should be the exception, not the rule, in work allocation and usually would result from jeopardy avoidance or an urgent, first-in response requirement. You are expected to use your skills and abilities to complete the task competently.

13.3 If you are required to frequently work at a higher Band, consideration will be given to an ongoing requirement for a higher Band job.

## **Part 4 - Salary arrangements, special arrangements, leave and allowances**

### **14. Salary increases**

14.1 On the First Increase Date, every employee covered by the terms of this Agreement and who is employed by NDC Ltd on or after the date of certification of this Agreement will be paid a salary increase of 2% of their Actual Salary as at 2 January 2003, as set out in Schedule A.

14.2 On the Second Increase Date, every employee covered by the terms of this Agreement will be paid the NDC Ltd Company Rate for his or her Workstream and Band as set out in Schedule A.

### **15. Annual Leave**

Annual leave accrues on a pro-rata basis and may be taken by you at your initiative following such accrual, subject to the agreement of your manager. The quantum of annual leave, afforded to you, and other arrangements relating to the payment and taking of such leave, continue to be regulated by the GC Award.

### **16. Allowances**

The rates for the Allowances referred to in Schedule B are payable from the First Increase Date,

## **Part 5 - Operation of the Agreement**

### **17. Who this Agreement applies to**

17.1 This agreement applies to:

- (a) Network Design and Construction Limited ('NDC Ltd');
- (b) the unions referred to in clause 17.2; and
- (c) employees who are employed by NDC Ltd in the:
  - (i) Customer Sales and Service Workstream ('CSSW');
  - (ii) Support Workstream ('SW');
  - (iii) Technology Professional Workstream ('TPW');
  - (iv) Technical Workstream ('TW');
  - (v) Customer Field Workstream ('CFW'); and

who are covered by an award binding on [NDC Ltd] (the "Parties").

17.2 The unions bound by this Agreement are:

- (a) Communications, Electrical, Electronic, Energy, Information, Postal, Plumbing and Allied Services Union of Australia ('CEPU');
- (b) Association of Professional Engineers, Scientists and Managers, Australia ("APESMA");
- (c) Community and Public Sector Union ("CPSU").

17.3 This Agreement covers the employees of NDC Ltd as set out in clause 17.1 (c). The Agreement contemplates that during the term of the Agreement Telstra may make an offer of employment to NDC Ltd's employees.

17.4 This Agreement will cease to apply in relation to those employees of NDC Ltd who accept an offer of employment with and commence employment with Telstra.

17.5 This Agreement will continue to apply to employees of NDC Ltd to whom Telstra makes an offer of employment but who do not accept Telstra's offer.

## **18. When this Agreement applies**

This Agreement applies from the date of certification. Its nominal expiry date will be 31 December 2003.

## **19. Exceptions**

Employees whose employment is covered by any of the following instruments are excluded from this Agreement:

- (a) an Australian Workplace Agreement that has not been terminated; or
- (b) Telstra Senior Officers Agreement 1995; or
- (c) Telstra Salesforce Agreement 1995; or
- (d) Telstra Senior Officers Minimum Rates Agreement 1996.

## **20. Operation of the Agreement**

20.1 This Agreement operates as follows. Subject to relevant legislation, it overrides the operation of any Award or Certified Agreement binding on NDC Ltd to the extent of any inconsistency. It supersedes and replaces:

- (a) The Telstra Network Design and Construction Business Unit 1998/2000 Enterprise Agreement;
- (b) The Network Design and Construction Limited 2000-2002 Enterprise Agreement; and
- (c) Any award or agreement which may bind NDC Ltd by virtue of a transmission of business.

20.2 The Parties agree that NDC Ltd will apply to terminate any of the above agreements with effect from the date of certification of this Agreement and the unions will consent to any

such application.

20.3 The parties agree that, if after the nominal expiry date of this Agreement has passed any party may apply to the Commission to terminate the Agreement in accordance with section 170MHA of the Act.

## **21. No extra claims**

The Parties agree that this Agreement is in settlement of all enterprise bargaining claims for the life of this Agreement. There will be no extra claims by the Parties for the duration of this Agreement,

## **22. Dispute avoidance/resolution**

22.1 The Parties are committed to avoiding industrial disputation.

22.2 NDC Ltd aims to provide a productive, rewarding, safe and non discriminatory work environment for its employees, This environment should be characterised by co-operation, mutual respect and open communication between employees and managers.

22.3 Where employees experience work-related problems, in the first instance the matter may be raised with their immediate supervisor who will attempt to resolve the problem within a reasonable time, ie within two (2) working days, NDC Ltd acknowledges the right of employees who are union members to raise the matter with their union's representative who may become involved in the discussion at any stage of the process.

22.4 If the matter cannot be resolved with the employees' supervisor, it may be taken to the supervisor's manager who will seek resolution within two (2) working days, failing which the assistance of a more senior manager may be sought.

22.5 If the matter has not been progressed to the satisfaction of the Parties within six (6) working days from the time it was first raised with the supervisor, it may be referred to the relevant Managing Director and the General Manager-Human Resources of the Business Unit and principals of the union for resolution within five (5) working days. During the period referred to in clauses 22.1 to 22.5 inclusive, normal work will continue and NDC Ltd will not implement the matters in dispute.

After completion of these steps, NDC Ltd may implement the matters in dispute without prejudice to the final resolution of the matter.

22.6 If the matter still remains unresolved, the Parties may refer it to an agreed mediator, which may be the Australian Industrial Relations Commission ("the Commission"). The role of the mediator is limited to providing assistance to the Parties in an attempt to address and, if possible, resolve the matter in dispute by mediation/ conciliation as quickly as possible.

22.7 The Parties agree that the General Manager-Human Resources of the Business Unit and the relevant union officials may agree to waive these time limits in whatever manner is necessary to aid dispute resolution. However, the importance of the nominated manager and union officials accepting responsibility for the issues within the agreed timeframes is also acknowledged by the Parties.

22.8 Nothing in these procedures will:

- (a) prevent any party from exercising its rights under the Workplace Relations Act 1996; or
- (b) prejudice the position of a party in a genuine health and safety situation.

### **23. Consultative Arrangements**

23.1 The Parties recognise that the Telecommunications Industry is becoming more competitive and continues to be subject to significant change.

23.2 Against this background, NDC Ltd remains committed to providing secure employment for employees in a manner consistent with prudent management.

23.3 NDC Ltd acknowledges that some business decisions will impact on employees' personal and working lives and is committed to minimising any adverse impact to the extent practicable. The following Consultative Arrangement will assist in this.

23.4 Where NDC Ltd proposes to introduce significant business initiatives or major changes, which have a demonstrable impact on employees (including NDC policy which affects employment conditions), managers will consult with the employees who may be affected by the proposed changes and their union as early as practicable. A demonstrable impact on employees will arise in circumstances such as major changes in technology, outsourcing, or the composition, operation or size of NDC Ltd's workforce or in the skills required, the elimination or diminution of job opportunities.

23.5 NDC Ltd will consult with the employees affected and their union(s) on the introduction of the changes referred to in clause 23.4, the effect the changes are likely to have on employees, and where possible the measures to avert or mitigate the adverse effects of such changes on employees. Further, NDC Ltd will give consideration to matters raised by the employees and/or the union(s) in relation to the changes and give reasons for its decisions.

### **Part 6 -Transitional arrangements**

#### **24. Offer of Employment by Telstra**

24.1 Between certification of this Agreement and 1 December 2003, Telstra shall make an offer of employment to employees whose employment is subject to this Agreement.

24.2 The form of the offer of employment is in the discretion of Telstra. However, NDC Ltd and Telstra agree that the principles set out in clause 25 shall apply to each offer of employment made after certification of this Agreement..

#### **25. Principles (Offer of Employment by Telstra)**

##### Definitions

In this clause 25 the following words shall have the meanings set out:

Telstra Agreement means a Telstra certified enterprise agreement namely the:

- (a) Telstra Infrastructure Services Enterprise Agreement 2002-2005;
- (b) Telstra Wholesale Enterprise Agreement 2002-2005;

(c) Telstra Corporate Group Enterprise Agreement 2002-2005;

(d) Telstra Retail Enterprise Agreement 2002-2005.

25.1 The Telstra Offer (as per clauses 24 and 25) may:

(a) Offer employment under a Telstra Agreement; or

(b) Offer the choice of employment either:

(i) under a Telstra Agreement; or

(ii) on an Australian Workplace Agreement;

(c) Make its offer of employment conditional on the employee resigning from NDC Ltd;

(d) Include any other terms or conditions that are not inconsistent with this clause 25.

25.2 The Telstra Offer will recognise an NDC Ltd employee's prior service and accrued leave balances with NDC Ltd for the purposes of annual leave, parental leave, long service leave, sick leave and redundancy at Telstra. The service date, which will be preserved by Telstra in these circumstances, is that date which was recognised by NDC Ltd for prior service purposes, on the date of certification of this Agreement. In these circumstances NDC Ltd will provide Telstra with details of the NDC Ltd employee's service start date and leave balances.

25.3 For the avoidance of doubt, where an employee is a Translated Telstra Employee, an employee's prior service shall, for the purposes of clause 25.2, include an employee's prior service with both NDC Ltd and Telstra.

25.4 A Telstra Offer will offer employment to the employee on the same Workstream and Band in which the employee is engaged at NDC Ltd.

25.5 A Telstra Offer will not contain a requirement that the employee must compulsorily relocate their permanent residence or otherwise effectively require an employee to relocate their permanent residence having regard to all the circumstances.

## **Part 7 - Redundancy**

### **26. Redundancy Definitions**

Telstra Offer means an offer of acceptable alternative employment made by Telstra after the certification of this agreement.

For the avoidance of doubt an offer of employment made by Telstra in accordance with the Statement of Principles set out in clauses 24 and 25 of this Agreement is an offer of acceptable alternative employment.

Non Translated Employee means a new award based employee who joined NDC Ltd after 15 April 1999 and who is not a Translated Telstra Employee.

Translated Telstra Employee is defined as either of the following:

\* a Telstra award based employee who accepted an offer of employment with and translated to NDC Ltd on 15 April 1999; or

\* a Telstra award based employee who joined NDC Ltd after 15 April 1999 who has been advised in writing by NDC Ltd that they are a Translated Telstra Employee.

26.1 The parties recognise that NDC Ltd is a distinct entity, operating within a commercial and highly competitive contracting environment, This environment requires specific terms of employment which the NDC Ltd EA addresses. The redundancy provisions within this Agreement take the above into consideration.

## 26.2 Translated Telstra Employees

26.2.1 Subject to clauses 26.2.2 and 26.8, the Telstra Redundancy Agreement 2002, or its successor/s, will apply to Translated Telstra Employees whose positions are redundant.

26.2.2 Any reference in the Telstra Redundancy Agreement 2002 to 'redeployment', 'relocation', 'retraining' or such similar terms are taken to mean to be within NDC Ltd.

26.2.3 Nothing in this clause shall be taken to place any obligation on Telstra regarding the matters referred to above in relation to Translated Telstra Employees whose positions are redundant.

## 26.3 Non Translated Employees

Clauses 26.4 to 26.7 will apply to Non Translated Employees whose positions are redundant.

## 26.4 Individual and Group Reductions

### Advice of Retrenchment & Union Consultation

26.4.1 Where the job/s of a Non Translated Employee/s is/are redundant NDC Ltd will notify the employee/s and the appropriate union/s about the proposed retrenchments and the reasons for it/them, and the period/s over which the proposed retrenchments will be effected.

26.4.2 The union will be given an opportunity to consult with NDC Ltd on measures to avert the proposed retrenchments, and measures to mitigate the adverse effects of the proposed retrenchment/s.

26.4.3 Any consultation around these issues will conclude 2 weeks after the notification has been given.

### Assessment, Ranking and Selection (for Group Reductions)

26.4.4 1 week after notification has been given under clause 26.4.1, NDC Ltd will:

26.4.4.1 fairly and objectively assess and rank the employees based on merit only; and

26.4.4.2 once assessment and ranking is complete, consider only the ranking of the employees when selecting employee/s for retrenchment.

26.4.5 The assessment, ranking and selection process will conclude after 3 weeks from notification.

## Advice of Selection for Retrenchment

26.4.6 At the conclusion of the consultation period (for individual retrenchment) or at the conclusion of the assessment, ranking and selection period (for group reductions), NDC Ltd will advise the employee/s selected for retrenchment in writing that they will be retrenched at the end of 1 week from the date of the written advice, and will receive on retrenchment payment in lieu of notice in accordance with the Act.

## 26.5 Site Function Closures

### Advice of Retrenchment & Union Consultation

26.5.1 In this clause a "site function" is a body of work which is readily identified and treated by NDC Ltd as a substantial, distinct and discrete activity within a single and discrete geographical location.

26.5.2 Where NDC Ltd has decided to close a "site function" and retrench all employees at that site function, NDC Ltd will notify the employees and the appropriate office of the union about the proposed retrenchments and the reasons for them. Such advice will be provided at least 8 weeks prior to the closure of the 'site function.

26.5.3 The union will be given an opportunity to consult with NDC Ltd on measures to avert the proposed retrenchments, and measures to mitigate the adverse effects of the proposed retrenchments.

26.5.4 Any consultation around these issues will conclude 2 weeks after the notification has been given.

### Advice of Retrenchment

26.5.5 After the completion of any consultation in clause 26.5.1, NDC Ltd will advise the employee/s in writing that they will be retrenched at "site function" closure and will receive on retrenchment payment in lieu of notice in accordance with the Act.

## 26.6 Appeal Process

26.6.1 During the 1 week period under clause 26.4.6, an employee selected for redundancy may appeal their assessment, ranking and/or selection for retrenchment.

26.6.2 The appeal process shall be conducted as follows

26.6.2.1 The employee must lodge the appeal in writing within the 1 week period with the General Manager - Human Resources. No appeals will be allowed outside this period.

26.6.2.2 The appeal must state the grounds of appeal in full. Any grounds not stated in written appeal will not be considered on appeal.

26.6.2.3 The appeal will, within 2 business days of lodgement, be allocated to a HR Manager in a Line of Business different from the employee lodging the appeal.

26.6.2.4 The manager allocated the appeal will review the grounds of appeal and will, within 2 business days:

26.6.2.4.1 seek a response to the grounds of appeal and any relevant documentation. The

manager who made the assessment, ranking and/or selection for retrenchment must provide this response and documentation within 2 business days;

26.6.2.4.2 give the employee an opportunity to be heard. The time, place and manner of this opportunity to be heard will be at the discretion of the manager allocated the appeal. The appeal process shall not be delayed or stayed by a failure of an employee to accept the opportunity to be heard,

26.6.2.5 The manager allocated the appeal will, within 4 business days, make a decision on the appeal and communicate the decision to the employee. The decision shall be to:

26.6.2.5.1 uphold the assessment, ranking and/or selection for retrenchment; or

26.6.2.5.2 set aside the assessment, ranking and/or selection for retrenchment and remit the matter to the manager who made the assessment, ranking and/or selection to redetermine in accordance with any recommendations made.

26.6.3 A decision under clause 26.6.2 will be final as will any redetermination made following that decision.

26.6.4 The retrenchment process shall be stayed until the decision is communicated under clause 26.6.2.5 but if the decision is to uphold the assessment, ranking and/or selection for retrenchment in accordance with clause 26.6.2.5.1 the amount payable to the employee on retrenchment shall be reduced by the lesser of:

26.6.4.1 Retrenchment entitlements equivalent to 12 days salary; or

26.6.4.2 Retrenchment entitlements equivalent to the salary payable for the period of the appeal.

## 26.7 Retrenchment Benefit

A Non Translated Employee retrenched by NDC Ltd in accordance with this Agreement will be paid redundancy benefits calculated on the basis of three weeks for each completed year of service.

However, a Non Translated Employee can accumulate no more than 60 weeks redundancy pay.

The cap of 60 weeks does not include the notice period.

## 26.8 Alternative Employment

26.8.1 This clause applies to both Translated Telstra Employees and Non Translated Employees.

If the position of a Translated Telstra Employee is identified as redundant by NDC Ltd and the Translated Telstra Employee has received and rejected a Telstra Offer, NDC Ltd may retrench the Translated Telstra Employee and is not obliged to make any payment under this Agreement or under clause 9 of the Telstra Redundancy Agreement.

If the position of a Non Translated Employee is identified as redundant by NDC Ltd and the Non Translated Employee has received and rejected a Telstra Offer, NDC Ltd may retrench the Non Translated Employee and is not obliged to make any payment under clause 26.7 of this Agreement.

26.8.2 For the purposes of this clause 26.8, an employee will be deemed to have rejected a Telstra Offer if the employee does not accept it in the manner specified in the Telstra Offer within 14 days of the date on which it is made.

## 26.9 Casual & Fixed Term Employees

The redundancy arrangements covered in this clause 26 of this Agreement do not apply to fixed term or casual employees.

### Signatories

For and on behalf of  
Network Design and Construction Limited  
Dated of June 2003

For and on behalf of the Communications, Electrical, Electronic, Energy, Information,  
Postal, Plumbing and Allied Services Union of Australia  
Dated of June 2003

on behalf of the Community and Public Sector Union  
Dated of June 2003

For and on behalf of the Association of Professional Engineers, Scientists and Managers,  
Australia  
Dated of June 2003

### Signatories

For and on behalf of  
Network Design and Construction Limited  
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For and on behalf of the Communications, Electrical, Electronic, Energy, Information,  
Postal, Plumbing and Allied Services Union of Australia  
Dated of June 2003

For and on behalf of the Community and Public Sector Union  
Dated of June 2003

For and on behalf of the Association of Professional Engineers, Scientists and Managers,  
Australia  
Dated of June 2003

## Schedule A - Company Rates

	First Increase		Second Increase	
NDC Career	Band	NDC Company	Workstream	NDC Ltd
Stream		Rates (effective 2	& Band	Company Rates
		Jan 2003)		
CO	Entry Level	\$26,520	CFW1	\$32,505
CO	2	\$38,503	CFW2	\$39,190

CO	3	\$41,536	CFW3	\$42,079
CO	4	\$45,122	CFW4	\$45,959
CO	5	\$50,969	CFW5	\$52,9046
CO	6	\$53,231	CFW6	\$54,346
CO	7	\$55,492	CFW7	\$56,702
CO	8	\$62,112	CFW8	\$62,671
P&RM	10	\$71,158	SW10	\$72,634
P&RM	12	\$83,934	SW11	\$76,520
Prof	1	\$31,883	TW1	\$32,505
Prof	2	\$38,503	TW1	\$32,505
Prof	3	\$41,536	TW4	\$45,959
Prof	4	\$45,122	TW4	\$45,959
Prof	6	\$53,231	TW7	\$56,702
Prof	8	\$62,112	TPW8	\$62,671
Prof	10	\$71,158	TPW9	\$70,466
Prof	12	\$83,934	TPW10	\$84,397
TO	1	\$31,883	CFWI	\$32,505
TO	2	\$38,503	CFW2	\$39,190
TO	3	\$41,536	CFW3	\$42,079
TO	4	\$45,122	CFW4	\$45,959
TO	5	\$50,969	CFW5	\$52,046
TO	6	\$53,231	CFW6	\$54,346
TO	7	\$55,492	CFW7	\$56,702
TO	8	\$62,112	CFW8	\$62,671
TO	9	\$67,408	CFW9	\$67,683
TO	10	\$71,158	TW10	\$75,602
Admin	1	\$31,883	SW1	\$33,196
Admin	2	\$38,503	SW2	\$35,850
Admin	3	\$41,536	SW3	\$37,210
Admin	4	\$45,122	SW4	\$38,823
Admin	5	\$50,969	SW5	\$42,306
Admin	6	\$53,231	SW6	\$46,682
Admin	8	\$62,112	SW8	\$56,976
Admin	9	\$67,408	SW9	\$62,625
Admin	10	\$71,158	SW10	\$72,634

Admin	11	\$76,534	sw11	\$76,520
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## Schedule B - Allowances

### 1. Wearing of breathing apparatus allowance

If you are required to work in areas where asbestos is evident you will wear respiratory protective equipment supplied by NDC Ltd. The respiratory equipment will conform, where relevant, to the Australian Standard 1716 (Specification for Respiratory Devices). You will be paid a Breathing Apparatus Allowance at the rate of \$1.41 for each hour worked in such an area.

### 2. Linguistic allowance

If you are directed to perform, in addition to your other work, work which consists of:

- (a) translating speech or written material from one language to another; or
- (b) communicating information to a disabled person by means of signs, and translating signs made by a disabled person;
- (c) you will be paid, while the direction remains in force, a Linguistic Allowance of \$620 per annum.

### 3. Essential customer servicing

#### 3.1 Scheduling Arrangements

##### 3.1.1

- (a) In order to satisfy essential customer servicing requirements, NDC Ltd may schedule you to be available to respond to business needs outside ordinary hours of work.
- (b) In any scheduling arrangement, NDC Ltd will have regard to your ability to be at, or to remotely access, the worksite within a timeframe, which meets its particular business needs.
- (c) The scheduling of a staff member for the purposes of this clause is the responsibility of the manager. Eligibility for this allowance is based upon your manager expressly scheduling you 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.

3.1.2 Your scheduling for the purposes of this clause will be based on a weekly cycle as follows:

#### (a) On-Call:

You are required to remain contactable and available within a reasonable time to return to work. Payment will be \$7.96 per night and \$18.36 per day and night.

#### (b) Emergent-Call:

You are required to be available and ready to return to work within 30 minutes. Payment will be \$15.91 per night and \$36.60 per day and night.

(c) immediate-Call:

You are required to remain at home and be ready for immediate recall to work. Payment will be \$6.73 per hour.

### 3.2 Payment for work

3.2.1 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.

3.2.2 No payment will be made to you under this clause where you have been appropriately scheduled but you do not, or cannot, to the required degree of readiness, respond to a call to duty.

In addition to the amount referred to in clause 3.2.1 above if you are required to:

(a) report to the worksite or a customer's premises - you will be paid at the relevant overtime rate for actual hours worked (including travel time) subject to the minimum payment provisions contained in clause 13.2 - Overtime, Minimum Payment of the GC Award.

(b) perform work at home - you will be paid at the relevant overtime rate for the actual hours worked subject to a minimum payment of one (1) hour.

3.2.3 The GC Award provision relating to emergency work payments does not apply where you are recalled to duty in terms of clause 3.2.2, whilst in a situation covered by this clause.

3.2.4 If you are not scheduled in accordance with clause 3.2 but you are contacted to perform duty at home you will be paid at double time for the actual time worked subject to a minimum payment of one hour.

3.2.5 The current rest relief provisions in respect of emergency work, contained in clause 8.3 of this Agreement, will apply to work in terms of this clause,

3.2.6 If you are called upon to perform work at home, which can be effectively performed at home, but you elect to perform the work at the worksite, you will only be eligible for payment as if the work was performed at home.

3.2.7 If you are ineligible for overtime or payment for holiday work as described in clause 10 of this Agreement you will not be eligible for payment under clause 3.

## 4. Height Allowance

NDC will have a policy that regulates height allowances prior to certification of this Agreement that will incorporate clauses 21.1 (c) of the NDC 2000-2002 Enterprise Agreement

This policy shall only apply to employees employed in NDC Group within the Infrastructure Services Business Unit whilst they perform NDC Group work and shall apply from the second increase date within both NDC Limited and Telstra.

The parties agree that a copy of the policy will be tendered to the AIRC as part of certification proceedings for this Agreement, together with documents relating to vehicle usage.

#### 5. First Aid allowance

First aid attendants may be nominated at the manager's discretion in accordance with NDC's Occupational Health & Safety Policy. Nominated first aid attendants will be trained and certified to St John's Ambulance Australia Senior First Aid standard or equivalent and paid an allowance of \$8.32 per week.

#### 6. Country Employees Meal Allowance

6.1 If you are entitled to a Country Employees Meal Allowance in accordance with clause 15.3 of either of the following awards:

(a) Telstra/CEPU Technical and Trades Staff (Salaries and Specific Conditions of Employment) Award 2001

(b) Telstra/CEPU Lines and General (Salaries and Specific Conditions of Employment) Award 2001

(c) Telstra/APESMA Award 2001

(d) Telstra/CPSU Award 2001

(e) Telstra/CEPU - Operators (Salaries and Specific Conditions of Employment) Award 2001

(f) Telstra/AMWU Award 2001

that allowance will be paid at the rate of \$12.04.

#### 7. Office Renovations Allowance

If you are entitled to an Office Renovations Allowance in accordance with either clause 15.2 of either of the following awards:

(a) Telstra/CEPU Technical and Trades Staff (Salaries and Specific Conditions of Employment) Award 2001

(b) Telstra/CEPU Lines and General (Salaries and Specific Conditions of Employment) Award 2001

(c) Telstra/APESMA Award 2001

(d) Telstra/CPSU Award 2001

(e) Telstra/CEPU - Operators (Salaries and Specific Conditions of Employment) Award 2001

(f) Telstra/AMWU Award 2001

that allowance will be will be paid at the rate of \$2.90 per shift.

## 8. Meal Allowance

If you are entitled to a Meal Allowance in accordance with clause 20 of the Telstra Corporation General Conditions Award 2001 , that allowance will be paid at the rate of \$1 5.50.

## **Schedule C - Awards**

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

Telstra/APESMA Award 2001

Telstra/CEPU - Operators (Salaries and Specific Conditions of Employment) Award 2001

## **Schedule D - Work at Sea Arrangements**

### 1D Work At Sea

1D.1 Work at sea will mean any time where you are required to do work on a sea going vessel for period of 24 hours continuous duty or more. The work undertaken on board the seagoing vessel is work in connection with the surveying, installation and maintenance of submarine telecommunications cable systems.

### 1D.2. Rates Of Pay

1D.2.1 You will not be subject to the relevant Award or this Agreement's clauses concerning ordinary hours /overtime/public holidays for any time worked at sea. Each day will be considered a 12-hour day, regardless of the number of hours worked in any one day. You will be paid as follows:

#### (a) Monday to Friday

An amount equivalent to 7 hours 21 minutes per day at the ordinary rate prescribed by the Agreement plus:

- (i) 150% for an additional three hours; and
- (ii) 200 % for an additional 1 hour and 39 minutes.

#### (b) Saturday

If you work on a Saturday - an additional 1 00%.

#### (c) Sunday

If you work on a Sunday - one of the following applies:

(i) 12 hours pay at 200% and a paid day (7 hours 21 minutes) off in lieu. Any day off in lieu will be on such a day agreed between you and your manager; or

(ii) The equivalent of 12 hour's pay at 200% and the payment of an amount equivalent to one day's ordinary pay (7 hours 21 minutes).

(d) Public Holidays

If you are required to work on a public holiday you may choose one of the following:

(i) 12 hours pay at 250% and a paid day (7 hours and 21 minutes) off in lieu. Any day off in lieu will be on such a day agreed between you and your manager;

or

(ii) 12 hours pay at 250% and an amount equivalent to one ordinary day's pay (7 hours 21 minutes). Public holidays for the purposes of this clause will be those that apply to your usual place of work.

(e) Elections

You may choose the payment option (in 1D.2 (c) and (d)) on the day after completing a tour of work at sea. Any time off in lieu will be taken within a period not longer than 3 months after the time of returning from the relevant tour of work at sea. In the event that you have not been able to take off all the time in lieu then the outstanding time in lieu will be paid to the employee.

### 1D.3 Hours of Work

(a) You will be required to work according to the requirements of the work program.

(b) There will be no set hours of work.

(c) You will discuss with your manager and agree on an Operations Work Plan on the type of work and the hours of work for each assignment, having regard to such factors as:

(i) Contractual requirements

(ii) Quality service and professional work practices

(iii) The requirements of the work program

(iv) Occupational Health and Safety

(d) You will not be required to work excessive amounts of time such that it jeopardises your health and safety.

### 1D.4 Work At Sea Disability Allowance

To compensate for all disabilities associated with living and working on a seagoing vessel, you will receive an allowance of \$84 per day for each day at sea. It is acknowledged that

conditions at sea vary from vessel to vessel and also due to different employment arrangements that arise from time to time. This allowance is not payable for time worked when the vessel is berthed. However, when the vessel is berthed, then the travelling allowance provisions of the relevant award will apply. This allowance will not be used for any other purpose under this Agreement or other relevant Award or Agreement provision, and will not attract any penalty or premium.

#### 1D.5 All Other Award Conditions

The payments prescribed in this Agreement that are in excess of the ordinary rates of pay and will not be used for the calculation of any other Award or Agreement entitlements.

#### 1D.6 Length & Frequency of Tours

1D.6.1 A tour length will be limited to 6 weeks, unless mutually agreed in writing between you and your manager.

1D.6.2 You will not be sent to sea after a completed tour, within a period of time equivalent to half the completed tour unless mutually agreed in writing with your manager.

1D.6.3 Notwithstanding the above, you will not be expected to spend more than 85 days at sea in any 12 month period unless mutually agreed in writing with your manager.

#### 1D.7 Standard of Vessel

In tendering for work, NDC Ltd will only use vessels that have been affirmed by the provider as both seaworthy and suitable for the type of work to be performed, and will further stipulate minimum requirements for the accommodation and victualling for NDC Ltd employees.