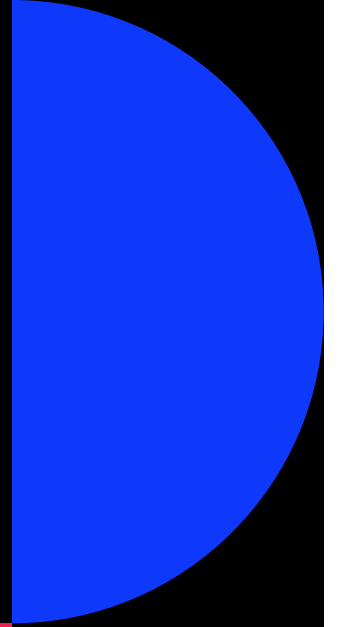




Telstra Purple Enterprise Agreement 2021-2023



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Part 1: About this Agreement

1. Title

This agreement will be known as the *Telstra Purple* Enterprise Agreement 2021-2023.

2. Definitions

Some words and phrases have a specific meaning. These words and phrases are in *italics* in this *Agreement* and are defined in the Dictionary at the back.

3. Who this *Agreement* covers

This *Agreement* covers:

- Telstra Purple Pty Ltd (*Telstra Purple*); and
- all employees of *Telstra Purple* who are employed in the classifications listed in Appendix 1 from Level 1 to 3.

4. Relationship to Awards and the *National Employment Standards (NES)*

The awards that underpin this *Agreement* are:

- a) Clerks—Private Sector Award 2020;
- b) Professional Employees Award 2020; and
- c) Commercial Sales Award 2020

These awards do not apply to employees while the *Agreement* operates.

Where this *Agreement* deals with a subject also dealt with in the *National Employment Standards (NES)*, you will be entitled to the greater of the *NES* or *Agreement* benefit.

5. Duration

This *Agreement* operates from the *Commencement Date*. The nominal expiry date will be 3 years from the Fair Work Commission approval date.

Part 2: Working Arrangements

6. Types of working arrangements

You may be employed:

- full-time;
- part-time;
- for a fixed period or specific project (which may or may not include a right for you or *Telstra Purple* to terminate early by giving notice); or
- on a casual basis.

Full-time employees

Your ordinary hours of work will be an average of 38 hours each week over a period of up to 4 weeks. You may also be required to work reasonable additional hours in accordance with clause 9.

Part-time employees

If you work part-time, you will be engaged to work fewer than 38 ordinary hours each week. Each time you work, you will be engaged for at least 3 consecutive hours.

Your days, hours and pattern of work (start and finish times) will be set out in your contract of employment. They can only be changed by agreement in writing with you.

All of the benefits in this *Agreement* are set out for full-time employees. If you are a part-time employee, you will be entitled to these on a pro rata basis, based on your ordinary hours of work.

Casual employees

Casual employees are:

- a) engaged on an hourly basis;
- b) entitled to a minimum payment of 3 hours' work at the applicable rate;
- c) are paid a minimum loading of 25% in addition to the ordinary rate of pay. This loading is instead of entitlements to certain benefits such as annual leave and personal/carer's leave; and
- d) entitled to unpaid parental leave, unpaid carer's leave and unpaid compassionate leave, and are entitled to be absent on public holidays as set out in the Fair Work Act 2009.

Casual employees are not covered by the following sections of this *Agreement*:

- Part 4: Your leave; and
- Part 5: Ending your employment

Refer to Appendix 3 for more detail on casual employment at *Telstra Purple*.

7. Ordinary hours of work

Your ordinary hours of work will be worked between 7.00 am to 7.00 pm Monday to Friday.

If you are a Level 1 or 2 employee, you won't be required to work more than 10 ordinary hours (exclusive of breaks) on any day.

8. Breaks

We work a professional day at *Telstra Purple*, and we trust you to take breaks as needed in consideration of the requirements of your role. You can agree the specifics with your *leader*, but in the absence of an agreement, you are entitled to take a 30-minute unpaid meal break within the first 5 hours of work.

Rest period after additional hours

If you are required to work additional hours, wherever reasonably practical, you should have at least 10 consecutive hours off between hours worked on successive days, without loss of pay for any of your ordinary hours not worked (to provide this time off).

If this is not possible, and you are required to resume work without having at least 10 consecutive hours off, whilst your remuneration adequately compensates for the rare occasions you might be required to return to work without having this rest period, you can agree an appropriate amount of time off in lieu (TOIL) with your *leader*.

9. Additional hours

We may require you to work reasonable additional hours. If we ask you to work additional hours you may refuse to work them if the request is unreasonable.

If we require you to work additional hours, and your *Fixed Remuneration* is less than \$98,000 per year, the additional payments below will apply (unless you're a casual employee or a shift worker):

	Additional payment	Minimum engagement period
Monday – Friday (work outside the span of ordinary hours, or outside the regularly scheduled ordinary hours)	50% for the first 2 hours of additional time worked and 100% thereafter	N/A
Saturday	50% for the first 2 hours of additional time worked and 100% thereafter	3 hours
Sunday	100%	4 hours
Public holiday	150%	4 hours

If you would prefer to take TOIL instead of payment for additional hours worked, you can request this.

TOIL is taken on an hour for hour basis and must be approved by your *leader*.

The above payments do not apply to you if your *Fixed Remuneration* is \$98,000 or greater as your remuneration adequately compensates for the requirement to work reasonable additional hours. However, if, during certain periods, you're requested to work excessive or unsociable hours, you:

- a) may refuse to work them if the request is unreasonable; and
- b) will be provided with TOIL for working these additional hours if the TOIL has been agreed with your manager in accordance with the *Telstra Purple* policy.

Payment arrangements for additional hours worked by shift workers are set out in Appendix 4 of this *Agreement*.

Part-time employees

If you are a part-time employee, and your *Fixed Remuneration* is less than \$98,000 a year on a pro rata basis, you are entitled to compensation for additional hours worked beyond your ordinary hours of work at the rates set out in the table above.

Recall to work additional hours

If you are required to return to work after the usual finishing hour of work for that day, you will be paid a minimum payment of 3 hours, and at the additional hours rate specified above, unless your *Fixed Remuneration* is \$98,000 or more per year. This includes where additional hours are worked from home.

This doesn't apply where:

- the work is continuous (subject to a meal break of not more than one hour) with the start or finish of ordinary working time; or
- an employee is required to provide on-call support to our customers as set out in clause 10 below.

10. On-call

Depending on the nature of your role, you may be required to provide on-call support to our customers by being contactable and available to perform work. Decisions about on-call arrangements will be made by your *leader*, taking into account business needs and your ability to meet the requirements. For further detail, including related payments, please refer to *Telstra Purple* policy.

11. Shift work

Telstra Purple does not envisage engaging shift workers in the future, but if we do, we commit to applying the terms and conditions outlined within Appendix 4.

12. Moving between jobs

We may require you to perform another role that you are capable of performing (either now or after training) on a permanent or temporary basis. Where this occurs, you will be paid the higher of your current remuneration or the appropriate minimum rate for the new role.

13. Relocation

We will not require you to relocate your residence for work purposes unless you agree. If you do agree to relocate regionally, interstate or internationally, you will be reimbursed reasonable relocation costs for

yourself, and for members of your immediate dependent family within your household. Reasonable costs must be agreed between you and *Telstra Purple* in writing prior to any relocation.

14. Flexible working arrangements

We recognise that sometimes you would like the flexibility to balance your work with your commitments outside of work such as family, carer or lifestyle commitments.

You can ask for a change in your working arrangements, such as the hours or pattern of work, or your work location, if you are a permanent employee or an *eligible casual employee*, and you:

- a) are the parent, or have responsibility for the care, of a child who is of school age or younger;
- b) are a carer (within the meaning of the Carer Recognition Act 2010);
- c) have a disability;
- d) are 55 or older;
- e) are experiencing *family and domestic violence*, or
- f) provide care or support to a member of your household or immediate family who requires care and support because of *family and domestic violence*.

If you want to ask for a change in your working arrangements, you should make your request in writing to your *leader*, setting out the details of the change sought and the reasons for the change.

We will:

- a) discuss the request with you and try to reach agreement on a change in working arrangements that will reasonably accommodate your circumstances;
- b) provide a written response to your request, including a decision and reasoning if your request is declined, within 21 days of your request; and,
- c) only refuse your request if there are reasonable business grounds to do so.

Telstra Purple policy provides more information on flexible work arrangements, including the dispute resolution process if you need to dispute the decision made.

15. Individual flexibility agreements

You and *Telstra Purple* may agree to make an individual flexibility arrangement to vary the effect of terms of this *Agreement* if:

- a) the arrangement deals with one or more of the following:
 - i) when work is performed;
 - ii) payment for additional hours;
 - iii) penalty rates; and/or
 - iv) allowances;

- b) the arrangement genuinely meets the needs of both *parties* and is genuinely agreed to by *Telstra Purple* and you.

We must ensure that the terms of the individual flexibility agreement:

- a) are about permitted matters and are not unlawful terms under the Fair Work Act 2009; and
- b) result in you being better off overall than you would be if no arrangement was made.

We also must ensure the individual flexibility arrangement is in writing, includes the names and signatures of a representative of *Telstra Purple*, you, and, if you are under 18 years of age, the name and signature of your parent or guardian, and:

- a) state what has been agreed to be varied and how;
- b) detail how the agreement results in you being better off overall in relation to your terms and conditions of employment; and
- c) state the date the agreement commences.

We will give you a copy of the individual flexibility arrangement within 14 days of it being agreed to and also keep the agreement on *our* records.

And finally, either party may terminate the individual flexibility arrangement:

- a) by giving 28 days written notice to the other party to the arrangement; or
- b) at any time if both *parties* agree in writing.

Part 3: Your Remuneration

16. How you will be paid

You will be paid monthly into your nominated bank account.

17. Minimum rates of pay

At *Telstra Purple* we set remuneration referencing market data to attract, motivate, and retain highly skilled employees. The table below table sets out the minimum annual *Fixed Remuneration* that can be paid under this agreement.

Telstra Purple Classification	Employee type		
	Business & Administration	Technical	Sales
Level 1	\$ 58,000	\$ 72,000	\$ 53,000
Level 2	\$ 72,000	\$ 81,000	\$ 59,000

Level 3	\$82,000	\$ 91,000	\$68,000
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More detail on this structure can be found in Appendix 1 – Classifications.

18. Annual pay increases

In addition to applying a 1% increase to your *Fixed Remuneration* with effect from 1 January 2021 (before the *Commencement Date* of this *Agreement*), we will guarantee the following overall pay pools for the purposes of applying annual pay increases under this *Agreement*, effective from:

- 1 October 2021: 2%
- 1 October 2022: 2%
- 1 October 2023: 2%

Your *leader* will review your *Fixed Remuneration* and determine your increase taking into account your performance and current remuneration in accordance with *Telstra Purple* policy.

Pay pools are calculated by totalling the *Fixed Remuneration* of all employees covered by this *Agreement* and multiplying it by the percentage set out above.

19. Short-term incentive

Telstra Purple will operate a short-term incentive (STI) plan for FY21, FY22 and FY23 with a \$10,000 'at target' amount payable to eligible employees. The STI plan (including eligibility criteria, calculation methodology, and metrics and gates) and any payments under the STI Plan do not form part of, and are not governed by, this *Agreement*. For further detail, please refer to *Telstra Purple*'s STI policy.

20. Superannuation

Superannuation contributions are dealt with, and governed by, the Superannuation Guarantee legislation as varied from time to time.

Subject to the rules of your superannuation fund, you can authorise *Telstra Purple* to make voluntary contributions on your behalf. For further detail, please refer to *Telstra Purple* policy.

21. Allowances

We'll provide or pay for all tools, equipment, professional development, clothing and footwear we require you to have to perform your role, at no cost to you.

If you're required to travel for work purposes, we'll provide transport, meals, and accommodation, or pay for reasonable expenses incurred in line with our policy.

Higher duties allowance

If you are a *Business & Administration* employee and we require you to perform work of a higher classified role on a temporary basis (at least one day), you will be paid at least the minimum rate applicable for the higher classification for the time undertaking those higher duties. If you are performing some (but not all) of the work of the higher classified role, *Telstra Purple* will set the amount of the allowance.

Vehicle related expenses

Where you are required to use your private vehicle for business purposes, you will be paid \$0.84 per kilometre travelled. For further detail, please refer to *Telstra Purple* policy.

Additional travel from your place of residence to and from client sites is also covered by *Telstra Purple* policy.

First aid allowance

If you hold an appropriate first aid qualification and are appointed by *us* to perform first aid duties, you will receive a weekly allowance of \$14.11.

Part 4: Your Leave

22. Annual leave

You will receive 4 weeks of paid annual leave each year. This leave accrues progressively according to your ordinary hours of work throughout the year and accumulates from year to year.

Taking annual leave

You can take annual leave when it is agreed between you and your *leader*.

If we give you at least four weeks' notice and it's reasonable to do so, we may direct you to take annual leave. Examples of when we may direct you to take leave include:

- if you have accrued more than 8 weeks of annual leave (or 10 weeks' paid annual leave for a shift worker): in this case, any direction to take leave will not result in your leave balance being less than 6 weeks, or require you to take less than one week of leave; or
- if we're shutting down all or part of the business at the end of the year.

Cashing out of annual leave

You and *Telstra Purple* may agree that you will cash out an amount(s) of annual leave so long as you still have at least 4 weeks of accrued annual leave remaining. There must be a separate written agreement between you and *Telstra Purple* each occasion that you cash out leave. The maximum amount of accrued paid annual leave that may be cashed out in any period of 12 months is 2 weeks. You will be paid at least the full amount that would have been payable to you if you had taken the leave that you forego by cashing out.

For further detail, please refer to *Telstra Purple* policy.

23. Personal/Carer's leave

You receive 15 days of paid personal/carer's leave each year. This leave accrues progressively according to your ordinary hours of work throughout the year and accumulates from year to year.

You can use this leave if you are sick or injured; or to care for a member of your immediate family or household who is sick or injured or where they are the subject of an unexpected emergency.

If your *leader* asks, you will need to provide reasonable evidence of your need to take this leave (this may be after the leave has commenced), such as a medical certificate verifying your illness or injury (or that of an immediate family or household member in the case of carer's leave).

24. Compassionate leave

You can take 3 days of paid bereavement/compassionate leave on each occasion you need it:

- a) to spend time with a member of your immediate family or household who has sustained an injury or contracted or developed an illness that poses a serious risk to their life; or
- b) after the death of a member of your immediate family or household.

If your *leader* asks, you will need to provide reasonable evidence (this may be after the leave has commenced) of your need to take this leave.

25. Parental leave

If you are a *parent* who has or will have caring responsibilities for your *eligible child*, and have *continuous service* of 12 months or more, you can access up to 16 weeks paid leave within 12 months of birth or *placement* of an *eligible child*.

Parents can also access a period of unpaid leave, resulting in a total absence of 12 months (inclusive of any paid parental leave). You may also request an additional 12 months unpaid leave, to be taken within the first 24 months of your child's arrival.

For further detail, please refer to *Telstra Purple* policy.

26. Long service leave

You will be entitled to long service leave in accordance with the legislation that applies where you usually work.

27. Leave to deal with *family and domestic violence*

We recognise the negative impacts that *family and domestic violence* can cause in the broader community and the workplace. We support efforts to reduce the impact of *family and domestic violence* and will provide employees experiencing the effects of *family and domestic violence* with up to 10 days paid leave per calendar year to attend medical appointments, counselling, legal proceedings, relocation activity and/or any other activities related to the effects of *family and domestic violence*.

If you are supporting an immediate *family member* or a member of your household experiencing the effects of *family and domestic violence* you may apply for carer's leave.

For further detail, please refer to *Telstra Purple* policy.

28. Public holidays

You are entitled to be absent from work on public holidays identified under the *NES* that are observed where you usually work. However, we may require you to work so long as the request is reasonable, unless you reasonably refuse. In determining reasonableness of the request or refusal, we will consider the factors outlined in section 114(4) of the Fair Work Act 2009.

Another day can be substituted as the public holiday by agreement between you and your *leader*. The same applies to part-day public holidays.

Employees who are required to work on a public holiday are entitled to take TOIL of the hours worked on a public holiday, at a time agreed with their *leader*. If you are a *Business & Administration* or *Sales* employee earning less than \$98,000 *Fixed Remuneration* per year and you are required to work on a public holiday or a substituted day, you will be paid at 250% for a minimum of 4 hours instead of receiving TOIL.

For detail on the operation of part-day public holidays, please refer to Appendix 2.

29. Purple day

You are entitled to take an additional paid day off each calendar year. You can choose the timing of this day, subject to your *leader's* approval.

If you do not take this day within the calendar year, you lose it. It will not accrue.

For further detail, please refer to *Telstra Purple* policy.

Part 5: Ending your employment

30. Notice

To resign from your employment with *us*, you must give one month's notice, except where you are in your probation period (in which case 1 weeks' notice will apply).

To terminate your employment, *Telstra Purple* must give you one month's notice or payment in lieu of notice (or 5 weeks' notice if you are over 45 years of age and have been in your job for at least 5 years), except where you are in your probation period (in which case 1 weeks' notice or payment in lieu of notice will apply to you).

We may end your employment without notice if you commit *serious misconduct* as per your contract of employment.

Where you have been given notice of termination, you will be allowed up to one day off without loss of pay for the purpose of seeking other employment, taken at mutually agreeable times for you and your *leader*.

31. Redundancy

When a job is redundant

A job may be redundant if:

- a) for operational, economic, technical or structural reasons, *our* requirement for work of a particular kind has ceased or significantly reduced, or
- b) *we* have decided to no longer carry out the function associated with your job or will no longer carry it out at your work location.

Redundancy pay

If your employment is terminated at *Telstra Purple's* initiative because your job is redundant, you'll receive redundancy pay based on your period of *continuous service*. This amount is paid at your base pay rate for ordinary hours worked.

Period of <i>continuous service</i>	Redundancy pay
Less than 1 year	No redundancy pay
At least 1 year but less than 2 years	4 weeks

At least 2 years but less than 3 years	6 weeks
At least 3 years but less than 4 years	7 weeks
At least 4 years but less than 5 years	8 weeks
At least 5 years but less than 6 years	10 weeks
At least 6 years but less than 7 years	11 weeks
At least 7 years but less than 8 years	13 weeks
At least 8 years but less than 9 years	14 weeks
At least 9 years but less than 10 years	16 weeks
At least 10 years	12 weeks

If you are entitled to be paid an amount of redundancy pay, and *Telstra Purple* finds other acceptable employment for you, we can apply to the Fair Work Commission to reduce the amount of redundancy pay to an amount which the Commission considers appropriate.

Leaving us during the period of notice

If you have been given notice of termination in circumstances of redundancy, you may terminate your employment during the period of notice. In this case, you'll receive the benefits and payments you would have received had you remained in employment until the expiry of the notice but are not entitled to payment for any remaining period of notice.

Job search entitlement

If you are given notice of termination in the circumstances of redundancy you will be offered career transition services that may include assistance with: finding another job within or outside of *Telstra Purple*, preparing job applications and interview techniques, reasonable paid time off for attending interviews, and transitioning to another employer or out of the workforce.

Payment on termination

You will receive your final pay no later than 7 days after the day on which your employment terminates.

Part 6: General provisions

32. Calculation of benefits under this *Agreement*

All salary related benefits will be calculated by reference to your base rate of pay not including *Telstra Purple's* superannuation contribution or incentive-based payments and bonuses.

33. *Telstra Purple* policies

The application of this *Agreement* is supported by *Telstra Purple* policies. This *Agreement* prevails over *Telstra Purple* policies to the extent of any inconsistency.

Telstra Purple policies are not incorporated as terms of this *Agreement*.

34. Dispute resolution

Should a dispute arise about a matter under this *Agreement* or in relation to the *NES*, you must follow this process to resolve it.

Step 1 - in the first instance, try to resolve it at the workplace level by discussions between you (and any other relevant employees) and your *leader(s)*.

Step 2 - If discussions with your *leader* don't resolve the dispute within 5 working days, you can ask your 2-up *leader* to try to resolve it.

Step 3 - If the dispute still hasn't been resolved, ask the Head of People & Culture to resolve the dispute. You must do this within 5 working days (or such time as is reasonable in the individual circumstances) of your 2-up *leader* being unable to resolve the dispute.

Step 4 - If the dispute is not resolved within 5 working days of you asking the Head of People & Culture to resolve it at Step 3, you can refer the matter to the Fair Work Commission. The Fair Work Commission may use mediation, conciliation and/or consent arbitration to resolve the dispute.

While we're trying to resolve the dispute:

- a) you need to continue to perform your work as you would normally, unless you have a reasonable concern about risks to your health or safety; and
- b) subject to applicable health and safety legislation, you cannot unreasonably fail to comply with a direction given by *us* to perform work, whether at the same or another workplace, that is safe and appropriate for you to perform.

You may appoint a representative at any stage of the process.

You, your representative (if any) and *Telstra Purple* must follow each step of the process, unless all *parties* agree not to.

35. Consultation about change

Consultation about major change

Where we have made a definite decision to introduce a major change in production, program, organisation, structure or technology that is likely to have a significant effect on *our* employees, we will notify those who may be affected by the proposed changes (and their representatives if any are appointed).

As soon as possible after making *our* decision, we will consult on:

- a) the introduction of the major change;
- b) the effect the major change is likely to have on employees; and
- c) the measures that we will take to avoid or reduce the adverse effects of the major change to employees.

We will consider your views and take into account matters raised by you and your representatives (if any) about the major change.

Consultation about changes to regular rosters or ordinary hours of work

Where we propose to change a regular roster, or ordinary hours of work, we will consult with affected employees and their representatives (if any are appointed).

We also will:

- a) provide information about the change;
- b) invite you to give your views about the impact of the change (including any impact in relation to your family or carer's responsibilities); and
- c) consider your views about the impact of the change.

The requirement to consult under this clause does not apply to employees with irregular, sporadic or unpredictable working hours.

These provisions are to be read in conjunction with other *Agreement* provisions in relation to scheduling of work and notice requirements.

General principles of consultation:

- You may appoint a representative to act on *your* behalf for the purposes of consultation; and
- We are not required to disclose confidential or commercially sensitive information during the process of consultation.

Part 7: Dictionary

The Dictionary sets out the meanings of certain words or phrases used in this *Agreement*. A word or phrase that has a dictionary definition will be in italics within the *Agreement*.

Word/phrase	Meaning
Agreement	The <i>Telstra Purple</i> Enterprise Agreement 2021 – 2023.
Commencement Date	The Commencement Date is 7 days after the Fair Work Commission approves the Agreement.
Continuous Service	Continuous Service has the meaning given to it in Part 1-2 of the Fair Work Act 2009 (Cth).
Eligible child	<ul style="list-style-type: none"> • a newborn child, or • a child who is stillborn; or • a child that dies immediately after being born; or • in the case of adoption: <ul style="list-style-type: none"> • a child under the age of 16 as at the day of <i>placement</i>, • is not (otherwise than because of the adoption) a child of the employee or the employee's partner, or; • a child with a disability under the age of 18 as at the day of <i>placement</i>.
Eligible casual employee	An employee who has at least 12 months of <i>continuous service</i> with <i>Telstra Purple</i> and who has a reasonable expectation of further employment with <i>Telstra Purple</i> .
Family and domestic violence	Violence, and/or threatening/other abusive behaviour by a <i>family member or current or former intimate partner</i> (of the same or opposite sex). This may involve attempts to gain and/or maintain power and control over another through a range of abusive behaviours.
Family member or current or former intimate partner	<ul style="list-style-type: none"> • A family member may include a spouse, de facto partner, child, parent, grandparent, grandchild, aunty, uncle or sibling or your spouse or de facto partner's immediate family. • A spouse or de facto partner includes a former spouse or de facto partner. • A child includes an adopted child, stepchild, ex-nuptial child or adult child. An intimate partner is any person who is, or was formerly, in an intimate relationship with another person.
Fixed Remuneration	A component of remuneration which includes an employee's base salary, annual leave loading (17.5% of your base pay for 4 weeks) and <i>Telstra Purple's</i> contribution (or notional contribution) to superannuation.
Leader	Leader roles are those which involve duties in the management of employees, which (among other things) would typically involve

Word/phrase	Meaning
	conducting performance reviews and approving timesheets and leave applications.
NES	The National Employment Standards as contained in the Fair Work Act 2009 (Cth), as amended or replaced from time to time.
Parent/s	For the purposes of this <i>Agreement</i> , the concept of parenthood is to be liberally construed encompassing legal carers, same-sex parents, and stepparents.
Parties	<i>Telstra Purple</i> Pty Ltd, and the employees covered by the Agreement.
Placement (in relation to parental leave)	<p>The day of placement, in relation to the adoption of an <i>eligible child</i> by an employee, means the earlier of the following days:</p> <ul style="list-style-type: none"> the day on which the employee first takes custody of the child for the adoption; the day on which the employee starts any travel that is reasonably necessary to take custody of the child for the adoption. <p>Placement in relation to surrogacy is that date of birth or date otherwise specified in the Parentage Order.</p>
Telstra Purple	Telstra Purple Pty Ltd
We, us, or our	<i>Telstra Purple</i>
Technical employee	An employee engaged to undertake professional information technology duties, who has sufficient qualifications and/or experience to be a Certified Professional of the Australian Computer Society.
Business & Administration employee	Employees who are not defined as <i>Sales</i> or <i>Technical</i> employees.
Sales employee	An employee engaged to sell <i>our</i> services.

Appendix 1 - Classifications

Below outlines the *Telstra Purple* classification structure:

People Agreement Classification	Descriptor	Detailed description	Example Purple Roles
Level 1	Entry level to Established Operational	Under supervision, performs routine tasks within defined parameters. Applies practical knowledge to commonly encountered routine/standard business or technical issues.	Associate Consultant Admin Assistant
Level 2	Specialised Operational to Experienced - Specialist	Generally works independently; may provide team leadership or technical advice to operational roles, and has in depth/established knowledge of concepts, processes & policy.	Consultant Sales Consultant Billing Consultant Assistant Accountant
Level 3	Senior Specialists/Leads/First level Management	First level of management or seasoned specialist recognised as an expert in their field with senior specialised knowledge of concepts, processes & policy.	Lead Consultant Managing Consultant
Level 4*	Principal Specialist/ Management	Influences company strategic thinking and is the custodian of delivery through a deep understanding of Purple and customer businesses, advocating for <i>our</i> people, and setting up projects for success.	Executives Principals Squad Leads Territory Sales Leads (roles that are similar in terms of the role size, purpose, accountabilities and skills/experience/capabilities to undertake that role)

*Included in this table for completeness only – level 4 employees are not covered by this *Agreement*.

Appendix 2 – Part-day public holidays

Part-day public holidays

Where a part-day public holiday is declared or prescribed between 6.00 pm and midnight, or 7.00 pm and midnight on Christmas Eve (24 December in each year) or New Year's Eve (31 December in each year) the following will apply on Christmas Eve and New Year's Eve:

- a) In the unlikely event that we require you to work on a part-day public holiday, you have the right to refuse to work if the request is not reasonable or your refusal is reasonable.
- b) If your rostered ordinary hours of work fall on the declared or prescribed part-day public holiday, but as a result of exercising your right under the NES you don't work, you will be paid your ordinary rate of pay for such hours not worked.
- c) If your rostered ordinary hours of work fall on the declared or prescribed part-day public holiday, but you are on annual leave and do not work, you will be paid your ordinary rate of pay for such hours.
- d) If your rostered ordinary hours of work fall on the declared or prescribed part-day public holiday, but due to a rostered day off (RDO) you do not work, you will be paid your ordinary rate of pay for those hours.
- e) If you are an employee who earns less than \$98,000 *Fixed Remuneration* per year and:
 - i) are a *Business & Administration* or *Sales* employee, any hours worked on the declared or prescribed part-day public holiday will be paid at 250% of your normal rate of pay for those hours worked;
 - ii) are a *Technical* employee, you are entitled to TOIL or additional prorated annual leave equivalent to those hours worked.
- f) If you are not rostered to work on the declared or prescribed part-day public holiday, you will not be entitled to another day off, another day's pay or another day of annual leave as a result of the part-day public holiday.

Appendix 3 – Casual employment

Penalty rates payable

If you are a casual employee, and work falls on any of the following days, you will be paid the following (inclusive of the 25% casual loading):

Day	% of hourly base rate
Saturdays	175%
Sundays	225%
Public holidays	275%

If you are a *Business & Administration employee*, a 3-hour minimum engagement applies Monday to Saturday, and a 4-hour minimum engagement period applies for work on a Sunday.

Personal/carer's leave and compassionate leave

If you are a casual employee, you are entitled to be absent from work (whether by making yourself unavailable for work, or by leaving work) for up to 48 hours to care for someone who requires care or support because of illness or an injury, or an emergency. By agreement with *Telstra Purple*, your absence could be extended. You will not be paid for time away from work for this purpose.

Right to request casual conversion

If you are a regular casual employee, you may ask to be converted to full-time or part-time employment.

A regular casual employee is a casual employee who has in the preceding period of 12 months worked a pattern of hours on an ongoing basis which, without significant adjustment, the employee could continue to perform as a full-time employee or part-time employee under this *Agreement*.

Make your request in writing to your *leader*, and a response will be provided in writing within 21 days. If we refuse it can only be on reasonable grounds, and only after consultation with you. Reasonable grounds might include:

- a) that you are not a regular casual employee (as defined above);
- b) it is known or reasonably foreseeable your position will cease to exist within the next 12 months;
- c) it is known or reasonably foreseeable that the hours of work you are required to perform will be significantly reduced in the next 12 months; or
- d) it is known or reasonably foreseeable that there will be a significant change in the days and/or times your work is required to be performed in the next 12 months which cannot be accommodated within the days and/or hours during which you are available to work.

Where it is agreed that your casual employment will be converted to full-time or part-time employment, we will confirm this and the conversion date in writing.

Once you have converted to full-time or part-time employment, you may revert to casual employment with the written agreement of *Telstra Purple*.

Appendix 4 – Shift work

A shiftworker is a 7-day shiftworker who is regularly rostered to work on Sundays and public holidays.

This section applies where you are a shift worker and required to work your ordinary hours as part of:

- a) a shift finishing after 7.00 pm and at or before midnight (**afternoon shift**);
- b) a shift finishing after midnight, and at or before 7.00 am (**night shift**);
- c) a night shift which does not rotate with another shift or shifts or day work and which continues for a period of 4 consecutive weeks or longer (**permanent night shift**).

The spread of these hours on shifts can be altered by up to one hour at either end:

- a) by agreement with the majority of employees concerned; or
- b) by individual agreement directly with an employee.

Ordinary hours

The following applies:

- The maximum number of ordinary hours that can be worked in a week is an average of 38 hours over a 4-week period, or an average of 38 hours over a roster period of up to 12 months as agreed between us and you or the majority of employees concerned.
- A maximum of 6 shifts can be worked over a week; and a Sunday may be included.
- The maximum number of ordinary hours that can be worked in any day is 10, including paid breaks.
- Start and finish times can be altered with 7 days' notice, or at any time by mutual agreement.

Penalty rates

The following penalty rates apply:

Shift	Penalty rate (% of ordinary hourly rate)
Afternoon or night	115
Permanent night	130
Saturday, Sunday or public holiday	150

Breaks

We work a professional day at *Telstra Purple* and trust you to take breaks as needed, but in the absence of agreement;

- a) If you are a *Sales* or *Technical* employee, breaks are to be taken as needed in consideration of the requirements of your role.
- b) If you are a *Business & Administration* employee, you are entitled to take a 20-minute paid meal break within the first 5 hours of work, and one unpaid 10-minute rest break within the first 8 hours of work. Also, if you work:
 - i) more than 8 hours, you are entitled to an additional 10-minute paid rest break; and
 - ii) more than 4 additional hours on Saturday, you are entitled to an additional 10-minute paid rest break.

Additional hours

The following rates will apply:

For all time worked:	Rate (% of minimum hourly rate)	For all time worked:
In excess of 38 hours per week over a 4-week period, or an average of 38 hours over a roster period:	First 3 hours	150%
	After 3 hours	200%
In excess of ordinary daily hours on an ordinary shift:	First 2 hours	150%
	After 2 hours	200%
Saturday, Sunday or public holiday that is not an ordinary working day:		200%

Penalty rates for shiftwork are not cumulative on additional hours rates.

You will be paid a minimum of 4 hours at the rate specified above if:

- a) you are required to work additional hours on a Saturday, a Sunday or a public holiday; and
- b) you would not have been ordinarily rostered to work that day; and
- c) the work is not continuous with the start or finish your ordinary shift.

Time off in lieu (TOIL)

If you would prefer to take TOIL instead of payment for additional hours, you can request this. TOIL is taken on an hour for hour basis and must be approved by your *leader* and taken within 6 months of the additional hours worked.

Rest period after working additional hours for shiftwork

When working additional hours is necessary, employees must, where practical, have at least 8 consecutive hours off between shifts on successive days, without loss of pay for ordinary hours not worked.

If this is not possible, and you are required to resume work without having at least 8 consecutive hours off:

- a) you'll be paid at 200% of your normal rate of pay until you are released from work; and

- b) you will then have at least 8 consecutive hours off work, without loss of pay for ordinary hours not worked in taking this rest period.

Annual leave

Under the *NES*, shift workers are entitled to one additional week of annual leave. For the purposes of the extra week only, a shift worker is defined as:

- a) a *Business & Administration* employee who is a shift worker regularly rostered to work on Sundays and public holidays in a business in which shifts are continuously rostered 24 hours a day for 7 days a week; or
- b) a *Technical* employee who is a 7-day shift worker and is regularly rostered to work on Sundays and public holidays.

Transport reimbursement for shiftwork

We will reimburse the cost reasonably incurred in taking a commercial passenger vehicle (e.g., a taxi or Uber) from the office to your usual place of residence (or vice versa), if you are a shift worker and you;

- a) start or finish work at a time other than your normal time; and
- b) reasonable means of transport are not available to you; and
- c) we don't arrange a suitable means of transport at no cost to you.

Signature page
