

AUSTRALIAN INDUSTRIAL RELATIONS COMMISSION

*Workplace Relations Act 1996*

s.170LJ - Agreement with organisations of employees (Division 2)

**Telstra Corporation Limited**

and

**Communications, Electrical, Electronic, Energy, Information, Postal, Plumbing and Allied Services Union of Australia**

and

**Association of Professional Engineers, Scientists and Managers, Australia, The**

and

**Professional Officers Association (Victoria)**

and

**CPSU, the Community and Public Sector Union  
(AG2005/5567)**

**TELSTRA ENTERPRISE AGREEMENT 2005-2008**

Telecommunications services

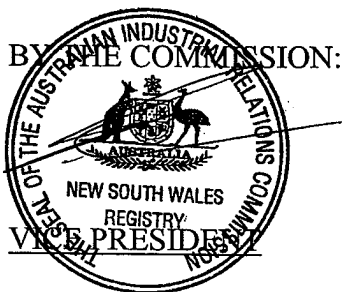
VICE PRESIDENT LAWLER

SYDNEY, 6 SEPTEMBER

**CERTIFICATION OF AGREEMENT**

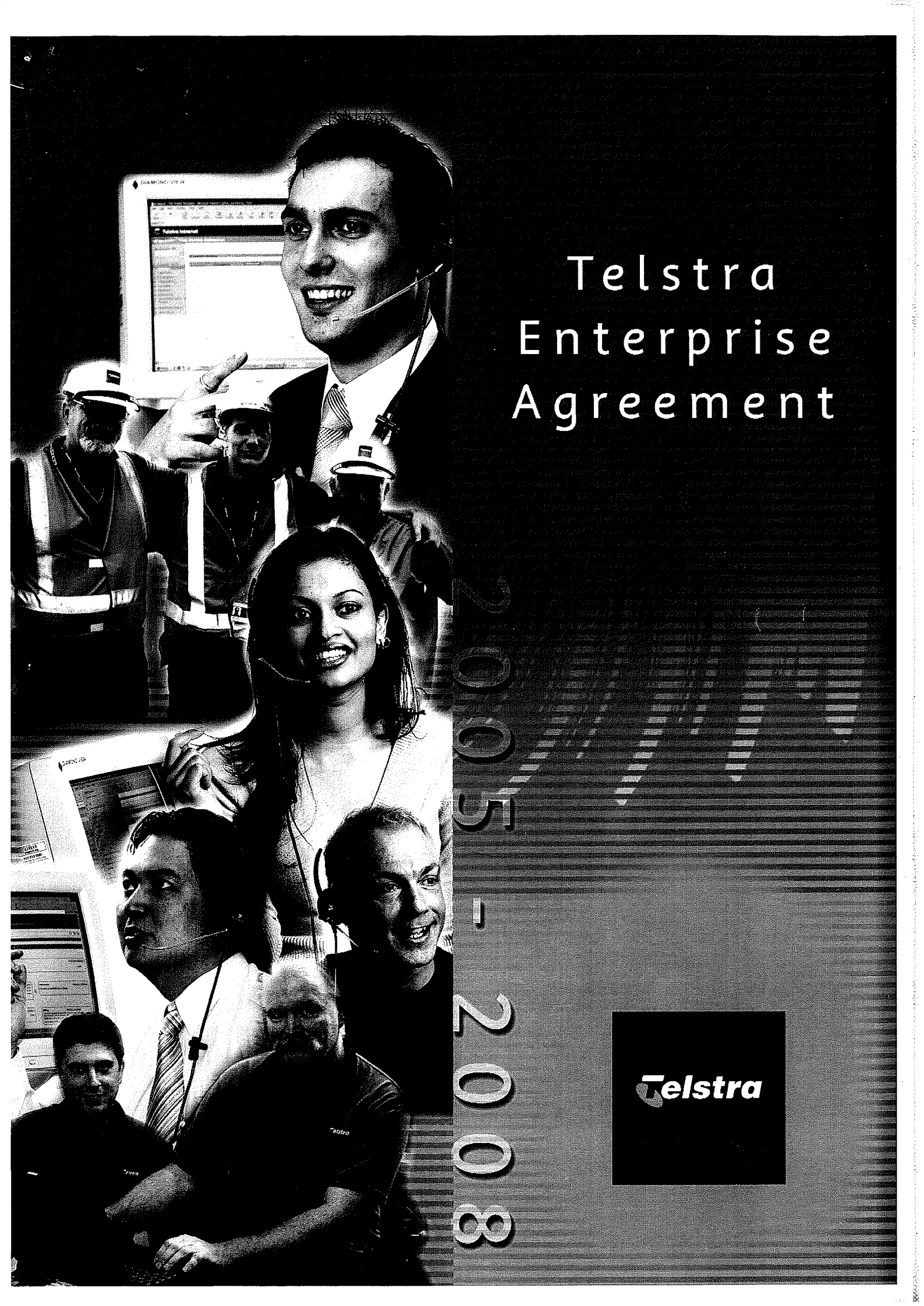
Pursuant to section 170LT of the *Workplace Relations Act 1996*, the Commission hereby certifies the attached written agreement.

This agreement shall come into force on 6 September 2005 and shall remain in force until 5 September 2008.



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# Telstra Enterprise Agreement

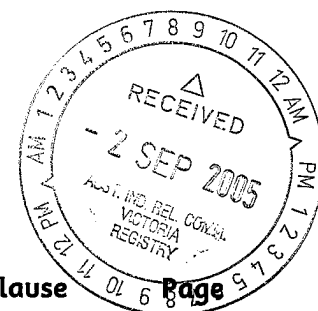
2005-2008

**Telstra**



# Telstra Enterprise Agreement 2005-2008

- 5567



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## **PART 1 – OPERATION OF THE AGREEMENT**

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### **1. Name of Agreement**

This Agreement shall be known as the Telstra Enterprise Agreement 2005-2008 (“**Agreement**”).

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

#### **2.1** This Agreement applies to (the “**Parties**”):

- (a) Telstra Corporation Limited (“**Telstra**”);
- (b) The unions referred to in clause 2.2; and
- (c) Employees who are employed by Telstra in the following classifications and are covered by a Relevant Award:
  - i. Customer Sales and Service Workstream (“**CSSW**”);
  - ii. Support Workstream (“**SW**”);
  - iii. Technology Professional Workstream (“**TPW**”);
  - iv. Technical Workstream (“**TW**”); or
  - v. Customer Field Workstream (“**CFW**”)

#### **2.2** 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) Professional Officers Association (Victoria) (“**POAV**”); and
- (d) CPSU, the Community and Public Sector Union (“**CPSU**”).

#### **2.3** Transitional Arrangement For Employees in Mobile Customer Workstream (“**MCW**”)

If, on the date immediately prior to this Agreement coming into effect an employee was employed in the MCW, then from the commencement of this Agreement the employee will be transferred into the relevant band in the CSSW. For the purposes of this clause, “relevant band” means the band that provides the same Company Rate as the employee was receiving in the MCW on the date immediately prior to this Agreement coming into effect. An employee’s Actual Salary, including any Grandfathered Allowance, will not be reduced as a result of this transitional arrangement.

### **3. When this Agreement applies**

#### **3.1** This Agreement applies from the date of certification. Its nominal expiry date will be 36 months from the date of certification of this Agreement.

#### **3.2** Telstra and the unions referred to in clause 2.2 will commence discussions for the purposes of negotiating an agreement to replace this Agreement four months before the nominal expiry date of this Agreement.

### **4. Exceptions**

#### **4.1** Employees whose employment is covered by any of the following agreements are excluded from this Agreement:

- (a) Telstra Senior Officers Agreement 1995;
- (b) Telstra Retail Shops Agreement 1998;
- (c) Telstra Senior Officers/Minimum Rates Agreement 1996; or
- (d) Telstra Salesforce Agreement 1995.

#### **4.2** Employees whose employment is subject to either of the following arrangements are excluded from this Agreement:

- a) An employee employed in the Telstra Country Wide Business Unit (or successor); or
- b) An Australian Workplace Agreement that has not been terminated.

## 5. Operation of this Agreement

- 5.1 Subject to relevant legislation, this Agreement overrides the operation of any Award or Certified Agreement binding on Telstra to the extent of any inconsistency. It supersedes and replaces:
- (a) Telstra - Infrastructure Services Enterprise Agreement 2002-2005;
  - (b) Telstra - Retail Enterprise Agreement 2002-2005;
  - (c) Telstra - Mobile Enterprise Agreement 2002-2005;
  - (d) Telstra - Corporate Group Enterprise Agreement 2002-2005;
  - (e) Telstra Network and Technology Group Enterprise Agreement 2002-2005;
  - (f) Telstra - Wholesale Enterprise Agreement 2002-2005; and
  - (g) Any Award or agreement which may bind Telstra by virtue of a transmission of business.
- 5.2 The Parties agree that Telstra will apply to terminate the agreements in clause 5.1(a) to 5.1(f), with effect from the date of certification of this Agreement, and the unions will consent to any such application.
- 5.3 Subject to relevant legislation, this Agreement should be read in conjunction with the Telstra Redundancy Agreement 2002 ("TRA") and Relevant Awards, as varied from time to time. This Agreement overrides the operation of the TRA and the Relevant Awards to the extent of any inconsistency.

## 6. 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.

## 7. Definitions

### 7.1 General Definitions

"Actual Salary" means the salary that an employee is actually paid.

"Actual Salary - Calculation of Salary Related Benefits" means an employee's Actual Salary will be the salary for all purposes in calculating benefits under the Relevant Awards and this Agreement, and for the calculation of redundancy, superannuation, long service leave and maternity leave entitlements.

"Agreement" means the Telstra Enterprise Agreement 2005-2008.

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

"Relevant Awards" means:

- (i) Telstra Corporation General Conditions Award 2001 ("GC Award");
- (ii) Telstra/CPSU Award 2001;
- (iii) Telstra/AMWU Award 2001;
- (iv) Telstra/APESMA Award 2001;
- (v) Telstra/CEPU Technical and Trades Staff (Salaries and Specific Conditions of Employment) Award 2001;
- (vi) Telstra/CEPU Lines and General (Salaries and Specific Conditions of Employment) Award 2001; and
- (vii) Telstra/CEPU Operators (Salaries and Specific Conditions of Employment) Award 2001.

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

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

"Telstra Job Evaluation and Classification System" means the grading system that will apply to all jobs covered by this Agreement. It will involve agreed Telstra Core Job Descriptions, as well as a system to grade jobs from scratch using a new job description. The system is based on the Hay system of Job Evaluation.

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

**"Core Jobs"** means jobs that have been graded and placed into Bands by the Telstra 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 Telstra.

**"Pre-tax superannuation contribution"** means a specified portion of the employee's actual salary nominated by the employee.

## **7.2 Workstream Definitions**

- 7.2.1 **Customer Sales and Service Workstream ("CSSW")** means employees engaged principally in: the sale of products and services; managing of enquiries for Telstra customers; fault reporting – who are not covered in the Customer Field Workstream or Technical Workstream; telesales; billing and credit management; and the direct supervision and direct support of employees employed in these functions.
- 7.2.2 **Support Workstream ("SW")** means employees 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.
- 7.2.3 **Customer Field Workstream ("CFW")** means employees 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 employees and the Testers in the service assurance call centres.
- 7.2.4 **Technical Workstream ("TW")** means employees 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.
- 7.2.5 **Technology Professional Workstream ("TPW")** means employees 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.

## **7.3 Grandfathering Definitions**

- 7.3.1 The following definitions only apply to employees who are entitled to a Grandfathered Allowance as set out in clauses 17.3.2, 17.4(b), 17.5 or 21.2 of this Agreement ("**Grandfathered Employees**"): (a) A Grandfathered Employee's "**Actual Salary**" is the sum of the Company Rate for her or his job plus their Grandfathered Allowance; and (b) "**Grandfathered Allowance**" is an annualised allowance which is paid fortnightly and calculated as the difference between the Company Rate for their job and an employee's Actual Salary.
- 7.3.2 Any Grandfathered Allowance will be paid in accordance with clauses 17.3.2, 17.4(b), 17.5 or 21.2 of this Agreement.

## **PART 2 – EMPLOYMENT ARRANGEMENTS**

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### **8. Roles in Telstra**

#### **8.1 Workstreams**

An employee's job is allocated to a Workstream. The Workstream definitions are contained in clause 7.2 of this Agreement.



## **8.2 Movement of Employees**

Movement to another job will be on the basis of merit selection. Where a job requires an employee 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.

## **9. Australian Workplace Agreements**

- 9.1** Telstra 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*.
- 9.2** 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.
- 9.3** 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:
- 9.3.1** this Agreement applies for those employees not already subject to an AWA; or
  - 9.3.2** if they are already subject to an AWA, that AWA applies and they will be paid the appropriate rate of pay for that position.

## **10. Employment Types**

### **10.1 Types of Work Arrangements**

- 10.1.1** Telstra may employ the following work arrangements:
- (a) full time,
  - (b) part time,
  - (c) supplementary,
  - (d) casual, or
  - (e) for a fixed period or specific project.
- 10.1.2** There is no limitation on the number and/or use of any type of work arrangement.

### **10.2 Part Time Employment**

A part time employee is engaged to work less than 36 3/4 hours per week. A part time employee will be eligible for the benefits of this Agreement, and those in the Relevant Awards, on a pro-rata basis.

### **10.3 Casual Employment**

- 10.3.1** A casual employee is engaged to work as a casual.
- 10.3.2** A casual employee may be engaged by the hour in ProActiv One, or its successor(s). Each engagement stands alone. A casual employee will be engaged for a minimum period of 4 hours on each engagement. A loading of 20% will be paid in addition to the ordinary rate of pay. The loading will be paid in lieu of annual leave, sick leave, bereavement leave and public holidays. A casual employee is not eligible for notice pay or redundancy pay/retranchment benefits.

Where a casual employee works shift work the loading will not be included in ordinary pay for the calculation of the shift penalty. A casual loading does not apply where a casual employee works overtime. A casual employee may be required to work overtime and will be paid overtime in accordance with clauses 13.2.1 and 13.2.2 of this Agreement. Clause 20 of the GC Award (Meal Allowance) and Schedule B of the Agreement (Allowances) also apply.

- 10.3.3** Casual employees in areas other than ProActiv One or its successor(s) may only be employed in accordance with a Relevant Award that applies to them.

#### **10.4 Supplementary Worker**

A Supplementary Worker is subject to the terms and conditions set out in Schedule C to this Agreement and not to any other terms and conditions set out in this Agreement (unless specified in Schedule C) or any Relevant Award.

### **PART 3 – HOURS OF WORK**

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#### **11. Hours of work**

##### **11.1 Full time employees**

A full time employee's (other than a shift worker) 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 the 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 the manager, taking into account any individual requirements. If the employee works in the Northern Territory, the daily span will start and finish half an hour earlier.

##### **11.2 Start and finish times**

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

##### **11.3 Method of working ordinary hours**

Ordinary hours may be worked in any pattern which provides for an average of 36 3/4 hours per week. However, areas of Telstra 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 clauses 11.2 and 11.5.

##### **11.4 Facilitative Agreements**

11.4.1 The following provisions in clauses 11.4.2 to 11.4.9 may be utilised where appropriate in respect of employees employed in the Infrastructure Services Business Unit, or its successor(s).

11.4.2 An employee and their supervisor/manager 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 an employee performs their ordinary hours of work;
- (b) the number of hours per day during which an employee performs their ordinary hours of work; or
- (c) an employee's span of hours.

11.4.3 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.

11.4.4 The limits within which subclause 11.4.2 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 3/4 hours and 10 hours per day;
- (c) for the span of hours – 7am to 7pm.

11.4.5 If an employee makes an agreement under this clause, the employee or their 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.

11.4.6 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.

- 11.4.7 Either an employee or their workgroup (through majority vote of employees covered by an agreement made under this clause), as applicable, or the 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).
- 11.4.8 If an agreement is made under this clause, it will operate to the extent of any inconsistency with clauses of 11.2, 11.3, 12.1 and 12.2 of this Agreement.
- 11.4.9 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 6).

## **11.5 Committed Scheduling**

- 11.5.1 For employees working ordinary hours between 7am and 7pm, Monday to Friday in Customer Call Centres, except for employees covered by clause 12.5 of this Agreement, a Committed Scheduling arrangement will apply in accordance with clauses 11.5.2 to 11.5.11. Committed Scheduling covers the full range of work functions including call handling and non-call handling activities.
- 11.5.2 The Centre Manager will determine the timing and the need for the introduction of the scheme. Employees will be scheduled to work a total of 147 hours over a four-week period, averaging 36 3/4 hours per week. Employees will be scheduled to work no more than 10 hours per day and no less than 5 hours per day.
- 11.5.3 Schedule options will be developed on a four-weekly cycle and take into consideration the needs of the business, together with the needs and preferences of employees.
- 11.5.4 Individual schedules will include predetermined daily commencement, finish and meal break times plus up to two scheduled days off over a four-week period. The allocation of schedules to a centre will be based on the number of requested days off by employees in that centre.
- 11.5.5 Allocation of individual schedules will be based on the needs of the business and employee preferences. Where there are gaps between the required schedule numbers and employee preferences, all final schedules will be determined by the Centre Manager.
- 11.5.6 Employees will receive a minimum of 7 days' notice of their four-weekly schedule. The intent is to minimise variations in individual start times within a schedule and from schedule to schedule.
- 11.5.7 It is recognised that circumstances will arise from time to time that lead to employees not meeting scheduled start and finish times. The supervisor/manager will have discretion to facilitate alternative arrangements where appropriate.
- 11.5.8 An employee may initiate schedule swaps, subject to the prior approval of their supervisor/manager where there is no impact on the business.
- 11.5.9 Overtime will be paid where an employee works beyond scheduled hours and the supervisor/manager does not facilitate time in lieu arrangements.
- 11.5.10 All unplanned leave will be recorded as equal to the amount of time an employee was scheduled to work that day.
- 11.5.11 If an employee is transferring from a site covered by this clause, the timing of the move will take into account the balance of hours worked; if the hours worked are in excess of the 36 3/4 hour weekly average, their supervisor/manager will arrange time off in lieu.

## **11.6 Part time employees**

- 11.6.1 A part time employee's (other than a shift worker) ordinary hours of work will be scheduled in the period between 7am and 7pm, on any day between Monday to Friday. A part time employee's minimum daily hours of part time work will be no less than 3 hours. Telstra or the employee may vary the part time hours of work by agreement.
- 11.6.2 If an employee commenced part time employment (even if they were already employed by Telstra) after 21 December 2000, their hours of work may be varied on the same basis that they are varied for a full time employee working in an equivalent job in the same area.

11.6.3 A part time employee will have reasonably predictable hours of work.

## **12. Shift Work**

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

An employee 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.

### **12.2 Shift arrangements**

If an employee is scheduled to work shift, where any part of the ordinary hours on that shift falls between the hours of 7pm and 7am Monday to Friday, they will be paid an additional 15% of their salary for all ordinary hours worked on that shift. Where an employee is required to work their ordinary hours for a period exceeding four weeks on a shift falling wholly within the hours of 6pm and 8am, they will be paid an additional 30% of their salary for that shift.

### **12.3 Shift work (CFW/TW)**

If an employee is in a CFW or TW job, the shift provisions in clauses 12.1 and 12.2 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 clauses 12.2, 12.2.1 and 12.6 of the Telstra/CPSU Award 2001, as varied from time to time.

### **12.4 Extra week's leave for continuous shift workers**

If an employee is a seven day shift worker, that is, they are rostered to and work shifts regularly on Sundays and Public Holidays, they 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. This subclause overrides clause 23.1.2 of the GC Award.

### **12.5 Shift Scheduling for CSSW employees in Service Advantage, ProActiv One, Telstra Conferencing (Audio) and Iconn**

- 12.5.1 For CSSW employees working shift in Service Advantage, ProActiv One, Telstra Conferencing (Audio) and Iconn, clauses 12.5.2 to 12.5.8 will apply.
- 12.5.2 An employee's supervisor/manager will determine the timing and the need for the introduction of shifts. An employee will be scheduled to work an average of 36 3/4 hours per week over a cycle. An employee will be scheduled to work no more than 10 hours per day, and no less than 5 hours per day.
- 12.5.3 Schedule options will be developed on a cycle and take into consideration the needs of the business, together with the needs and preferences of employees.
- 12.5.4 Individual schedules will include predetermined daily commencement, finish and meal break time etc, and the scheduled days off over the shift cycle. (Refer to clause 15 of this Agreement for the Rest Break arrangements).
- 12.5.5 Allocation of individual schedules will be based on the needs of the business and employee preferences. Where there are gaps between the required schedule numbers and employee preferences, all final schedules will be determined by the manager.
- 12.5.6 An employee will receive a minimum of four weeks' notice of their new schedule. The intent is to minimise variations in individual start times within a schedule, and from schedule to schedule.
- 12.5.7 An employee may initiate schedule swaps, subject to the prior approval of their supervisor/manager where there is no impact on the business.
- 12.5.8 All unplanned leave will be recorded as equal to the amount of time the employee is scheduled to work that day.

### **13. Overtime rates**

#### **13.1 Full time employees**

- 13.1.1 Telstra may require an employee to work reasonable overtime. An employee authorised to work overtime will be paid at the overtime rates prescribed in the Relevant Award for overtime worked.
- 13.1.2 If an employee is engaged in a CFW or TW job, 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.

#### **13.2 Part time employees**

- 13.2.1 A part time employee may be requested, but not required, to work overtime. Overtime, when worked and authorised, will be paid at the rates provided in clause 13.2.2, after the employee has worked ordinary hours equivalent to a full time employee, or weekly hours exceeding 36 3/4.
- 13.2.2 A part time employee 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, for a shift worker – 200% for all time worked.
- 13.2.3 If an employee works 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.

#### **13.3 Scheduled Overtime Worked From Home**

- 13.3.1 Scheduled overtime worked from home occurs where:
  - a) An employee is scheduled and agrees to perform non-continuous overtime worked from home; and
  - b) The work scheduled can be performed from home.
- 13.3.2 If an employee is scheduled to work overtime from home, the employee will be paid for the actual time worked subject to a minimum payment period of one hour at double time.
- 13.3.3 Employees will be given at least two working days notice of any scheduled overtime under this clause, unless a shorter notice period is agreed between the employee and the manager.
- 13.3.4 If an employee is scheduled to perform work at home, which can be effectively performed from home, but elects to perform the work at the worksite, the employee will only be paid as if the work was performed at home.
- 13.3.5 Employees who are ineligible for overtime payment as described in clause 16 of this Agreement will not be paid under the provision of sub-clause 13.3.2.
- 13.3.6 Clause 14.2 of this Agreement (Rest Relief) applies to employees who perform work under this clause.

### **14. Rest Relief**

- 14.1 An employee will have at least 10 consecutive hours off work (inclusive of reasonable travelling time) between periods of ordinary hours work.
- 14.2
  - (a) Where an employee works overtime between periods of ordinary hours work, they 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 an employee is required to resume or continue work without having 10 consecutive hours off work, they will be paid at double rate until they cease that period of work, and they will then be eligible to be absent from work until they have 10 consecutive hours off work, without loss of pay for any ordinary hours work scheduled during that absence.

- 14.3** Notwithstanding the provisions of clause 14.2, 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 a call.
- 14.4** The provisions of this clause do not apply where an employee wishes to change their scheduled shift, and their manager agrees to the change.

## **15. Rest Breaks**

### **15.1 Eligibility**

Where an employee is employed in a CSSW job that was previously covered by the "Telstra/CEPU Operator/Job Work Design Review Agreement 1997" or "PSU/Telstra Agreement for Conditions of Employment at the National Telemarketing Centre 1994", the employee will continue to have access to rest breaks under the same arrangements as previously provided for by those agreements, as set out in this clause.

### **15.2 Rest Breaks for Employees in Emergency 000, Iconn, Telstra Conferencing (Audio) and Service Advantage (Faults)**

- 15.2.1** Employees are entitled to two 15 minute and three 10 minute rest breaks each shift, with a maximum work period between rest breaks of 70 minutes.
- 15.2.2** Up to five rest breaks per week (maximum one each day) may be used for management or training purposes, provided that this does not require employees to undertake keyboard activities.
- 15.2.3** A rest break commences when an employee unplugs and concludes when an employee plugs in again.

### **15.3 Rest Breaks for Employees in Proactiv One**

- 15.3.1** Employees are entitled to one 10 minute rest break every two hours, with no more than two rest breaks (excluding meal breaks) each ordinary shift.
- 15.3.2** Rest breaks may be staggered for business reasons during inbound marketing campaigns.

## **16. Exemptions**

- 16.1** If an employee is engaged in a CSSW or SW job, and their Actual Salary exceeds \$66,468 (from the First Increase Date), \$68,130 (from the Second Increase Date), and \$69,833 (from the Third Increase Date) (including Temporary Assignment Allowance), the employee will not be eligible to receive the payments prescribed in clause 13 (Overtime) and clause 3B 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.
- 16.2** If an employee is engaged in a job in the SW, TPW, CFW or TW Workstreams at Band 9 or above (including on Temporary Assignment Allowance), the employee will not be eligible to receive the payments prescribed in clause 13 (Overtime) and clause 3B 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.
- 16.3** The exclusion in clause 16.2 does not apply to any CFW or TW employee whose job is that of a technical specialist.
- 16.4** The exclusion in clause 16.2 does not apply to any TPW employee whose job is that of a technical specialist graded at Band 9.

## **PART 4 – WORKSTREAM ARRANGEMENTS**

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### **17. 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 Telstra Job Evaluation and Classification System, and these principles.

**Note:** A copy of the current Telstra Job Evaluation and Classification System will be tendered as an exhibit in the Australian Industrial Relations Commission ("Commission") proceedings for the certification of this Agreement.

## **17.1 The Telstra Job Evaluation and Classification System**

- 17.1.1 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.
- 17.1.2 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 Telstra's Job Evaluation and Classification System;
  - (b) a Telstra 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.
- 17.1.3 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.

## **17.2 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. Telstra is committed to ensuring that individual Recognition of Prior Learning 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 dependant upon Telstra Advanced Learning, or its successor, attaining the relevant Training Package on its Scope of Registration.

## **17.3 Job Movement Rules – voluntary transfer and promotion**

- 17.3.1 Subject to clause 17.3.2, if an employee chooses to move to another job or is promoted, including to a job in another Workstream or Band, they will be paid the Company Rate for the new job.
- 17.3.2 If a Grandfathered Employee chooses to move to another job or is promoted:
- (a) their Actual Salary will not be reduced;
  - (b) they will be paid the Company Rate for the new job; and
  - (c) to ensure that their Actual Salary is retained any Grandfathered Allowance that they previously received will automatically adjust (up or down).

## **17.4 Telstra transfers and redeployees**

If an employee is transferred by Telstra to a new job covered by this Agreement, where the work is substantially the same, or they are redeployed under the TRA, the following provisions will apply and the salary maintenance provisions of the TRA (clause 15.2) will not apply:

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

## **17.5 Temporary assignment to a higher position**

If an employee is temporarily occupying a higher position, they will receive the Company Rate for the job to which they have been temporarily assigned. If the employee is a Grandfathered Employee, any Grandfathered Allowance that they are being paid will automatically adjust to ensure that their Actual Salary is retained for the period of the temporary assignment.

## **18. Customer Field Workstream (CFW)**

### **18.1 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.

## **18.2 Multi-functional work provisions – CFW**

- 18.2.1** An employee engaged in a CFW job may be requested to perform any CFW function at or below their work Band and if they have the necessary tool set (ie. Training/Competency, Tools, Required Equipment, Vehicle) they will use their skills and abilities to complete the task competently.
- 18.2.2** An employee may also be requested to perform higher level functions, typical of higher Bands in the CFW, in a temporary capacity during times of peak work load or for employee development purposes, where they 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. Employees are expected to use their skills and abilities to complete the task competently.
- 18.2.3** If an employee is required to frequently work at a higher Band, consideration will be given to an ongoing requirement for a higher Band job.

## **18.3 Log on and travel arrangements**

### **18.3.1 Field-Based Employees – Travel to Worksites**

A field based employee in the CFW may be supplied with a Telstra vehicle to enable them to do their job. If an employee is supplied with a Telstra vehicle they will be required to sign a Commuter Use Approval document concerning the vehicle's use, care and maintenance.

**Note 1:** If an employee currently has a Telstra vehicle under the Part Private Use Arrangement that existed before 1 March 1999, these arrangements continue to apply. Part Private Use is not available to other employees.

**Note 2:** An extract of the Operational Vehicles Policy setting out the business rules for Commuter Use Category Vehicle usage will be tendered as an exhibit in the proceedings for the certification of this Agreement. An employee supplied with a Telstra vehicle is required to commence and cease work at a customer's premises in accordance with this clause.

### **18.3.2 Start of Day procedures – first job received on the day**

These procedures apply where an employee receives their first job of the day by logging on to an automated dispatch terminal, where one is provided, or by other means, eg. telephone/electronic. The procedures in this subclause do not apply to an employee who receives their first job of the day the previous evening.

Living within their work area:

- i. Where an employee lives within their work area they are required to commence to log on no later than 30 minutes before their "on site" start time.
- ii. After logging on and receiving their first job they will commence travel to their first job. They will travel without unnecessary delay. Where it takes 30 minutes or less for the employee to log on and travel to their first job, they are required to be on site at their start time.
- iii. The 30 minutes log on and travel time described above does not constitute paid work.
- iv. "Work area" means the geographical area in which an employee is normally expected to work. The geographical work area is determined by the volume of work undertaken by a team member under a team leader. This work area can be described by a number of telephone exchanges. Employees are allocated to a work area and these work areas will be the points of reference to calculate any arrangements contemplated in clause 18.3.7.

### **18.3.3 Start of Day procedures – first job received the night before**

These procedures apply where an employee receives their first job of the day by an automated dispatch terminal, where one is provided, or by other means, eg. telephone/electronic, the night before the following working day.

Living within their work area

- i. Where the employee lives within their work area they are required to travel up to 30 minutes in their own time in order to get on site to commence their first job at their start time.
- ii. The 30 minutes travel time described above does not constitute paid work.
- iii. Where travel to the first job will exceed 30 minutes the employee should make arrangements with their supervisor/manager to either:
  - Travel any time in excess of 30 minutes in ordinary work time; or
  - Take time off in lieu equivalent to the time in excess of the 30 minutes; or
  - Be paid overtime at the appropriate rate for travel time in excess of 30 minutes.



- iv. **"Work area"** means the geographical area in which an employee is normally expected to work. The geographical work area is determined by the volume of work undertaken by a team member under a team leader. This work area can be described by a number of telephone exchanges. Employees are allocated to a work area and these work areas will be the points of reference to calculate any arrangements contemplated in clause 18.3.7.

**18.3.4 Where an employee lives outside their work area**

Where an employee lives outside their work area, time spent travelling between their home and the boundary of the work area whether going to or returning from work, will also be deemed as unpaid work in addition to the unpaid 30 minutes travel time described in clauses 18.3.2 (iii) and 18.3.3(ii) above.

**18.3.5 Where an employee is required to travel to another work area**

Where an employee is required to start work in another work area, they will not be required to travel in their own time for a period greater than that described in clause 18.3.4 above.

**18.3.6 End of day procedures**

Employees (covered by clauses 18.3.2 - 18.3.5) will be expected to travel for the same time period (unpaid) described above in order to return home at the end of each day. Where travel will exceed this travel time the employee should contact their supervisor/Work Management Centre as necessary due to local circumstances, to seek direction on whether they should leave early or overtime should be worked.

**18.3.7 Transfer to another work area**

In the case of permanent transfer to another work area, the appropriate relocation policy, as varied from time to time, will apply.

**18.3.8 Return of motor vehicles**

During any industrial dispute involving employees covered by this Agreement, if so directed, an employee must deliver his/her Telstra-provided vehicle to a place nominated by Telstra, and provide the keys of that vehicle to a person nominated by Telstra.

**19. Multi-functional work provisions – TW and TPW**

- 19.1** An employee engaged in a TW job may be requested to perform any TW function at or below their work Band. An employee engaged in a TPW job may be requested to perform any TPW function at or below their work Band. If the employee has the necessary tool set (ie. Training/ Competency, Tools, Required Equipment, Vehicle) they will use their skills and abilities to complete the task competently.
- 19.2** An employee 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 they 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. Employees are expected to use their skills and abilities to complete the task competently.
- 19.3** If an employee is required to frequently work at a higher Band, consideration will be given to an ongoing requirement for a higher Band job.

**PART 5 – SALARY ARRANGEMENTS, ALLOWANCES AND SUPERANNUATION ARRANGEMENTS**

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**20. Salary increases**

- 20.1** On the First Increase Date, every employee covered by the terms of this Agreement will be paid a salary increase of 2.5% of the Company Rate for their Workstream and Band.
- 20.2** On the Second Increase Date, every employee covered by the terms of this Agreement will be paid a salary increase of 2.5% of the Company Rate for their Workstream and Band.
- 20.3** On the Third Increase Date, every employee covered by the terms of this Agreement will be paid a salary increase of 2.5% of the Company Rate for their Workstream and Band.
- 20.4** The Company Rates that apply for the First, Second and Third Increase Dates are set out in Schedule A.

## **21. Allowances**

- 21.1** The rates for the Allowances referred to in Schedule B are payable from the First Increase Date.
- 21.2 Grandfathered Allowance**  
If on the date immediately prior to this Agreement coming into effect, an employee was being paid a Grandfathered Allowance under a Certified Agreement listed in clause 5.1(a) to (f), then from the commencement of this Agreement the employee will be paid the Company Rate for their job plus the Grandfathered Allowance.

## **22. Pre-tax Superannuation**

- 22.1** An employee may request Telstra to deduct a pre-tax superannuation contribution from the employee's Actual Salary.
- 22.2** Subject to the terms below, Telstra will deduct the pre-tax superannuation contribution (and where applicable, any amount that Telstra incurs in respect to taxation of the pre-tax superannuation contribution\*) and contribute it on their behalf to the employee's superannuation fund.
- 22.3** Such contribution will only be made if the superannuation fund rules permit acceptance of such payment and Telstra is able to comply with all statutory requirements in relation to the contribution.
- 22.4** A request for deduction and contribution shall be made in accordance with a written form provided by Telstra.
- 22.5** Telstra shall comply with the employee's request, and contribute the pre-tax superannuation contribution to the superannuation fund, within a reasonable period of time after Telstra receives a properly completed written form from the employee.
- 22.6** No request under this clause will reduce the employee's Actual Salary for the Calculation of Salary Related Benefits.

\* This amount incurred in respect to taxation only presently as applies to existing employees who are members of the Telstra defined benefit arrangement

## **PART 6 – LEAVE ARRANGEMENTS**

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### **23. Annual Leave**

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

### **24. Long Service Leave**

- 24.1** This clause will only apply in the event that Telstra is no longer bound by the Long Service Leave (Commonwealth Employees) Act 1976 ("LSL Act"). In that event, and subject to clause 24.2, the terms and conditions of the LSL Act (as at the date of certification of this Agreement) will continue to apply to permanent employees, excluding Supplementary Workers (to whom Schedule C applies) and Casual employees, for the life of this Agreement.
- 24.2** This clause operates to the exclusion of any State law in relation to long service leave or which provides any benefits in the nature of, or in respect of, long service leave.

### **25. Maternity Leave**

- 25.1** This clause will only apply in the event that Telstra is no longer bound by the Maternity Leave (Commonwealth Employees) Act 1973 ("Maternity Leave Act"). In that event, and subject to the provisions of this clause, the terms and conditions of the Maternity Leave Act (as at the date of certification of this Agreement) will continue to apply to permanent employees, excluding Supplementary Workers (to whom Schedule C applies) and Casual employees, for the life of this Agreement.
- 25.2** During an unpaid maternity leave period, an employee may apply for and shall be granted accrued annual leave or long service leave. An employee is not eligible to receive additional payments or time in lieu for Public Holidays during any such period of annual leave or long service leave.

- 25.3** An employee shall receive her Actual Salary during any period of paid maternity leave, and annual leave or long service leave referred to in clause 25.2.
- 25.4** An employee who wants to return to part-time work (or any other flexible work arrangement) after Maternity Leave may apply to their manager. All applications for flexible working arrangements will be carefully considered, having regard to the employee's needs and Telstra's business and customer requirements.

## **PART 7 – DISPUTE AVOIDANCE AND CONSULTATION**

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### **26. Dispute avoidance/resolution**

- 26.1** The Parties are committed to avoiding industrial disputation.
- 26.2** Telstra 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.
- 26.3** 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. Telstra 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.
- 26.4** 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.
- 26.5** 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 Group Managing Director and the General Manager, Human Resources of the Business Unit and relevant union officials for resolution within five (5) working days. During the period referred to in clauses 26.1 to 26.5 inclusive, normal work will continue and Telstra will not implement the matters in dispute. After completion of these steps, Telstra may implement the matters in dispute without prejudice to the final resolution of the matter.
- 26.6** If the matter still remains unresolved, the Parties may refer it to an agreed mediator, which may be the Australian Industrial Relations Commission. The 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.
- 26.7** 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.
- 26.8** 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.

### **27. Consultative Arrangements**

- 27.1** The Parties recognise that the telecommunications industry is becoming more competitive and continues to be subject to significant change.
- 27.2** Against this background, Telstra remains committed to providing secure employment for employees in a manner consistent with prudent management.
- 27.3** Telstra 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.

- 27.4** Where Telstra proposes to introduce significant business initiatives or major changes, which have a demonstrable impact on employees (including Telstra 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 Telstra's workforce or in the skills required, the elimination or diminution of job opportunities.
- 27.5** Telstra will consult with the employees affected and their union(s) on the introduction of the changes referred to in clause 27.4, 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, Telstra 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.

## SCHEDULE A – COMPANY RATES

Workstream Classification	Company Rates (Per Annum)		
GS&W	First Band	Second Band	Third Band
Band 1	\$35,308	\$36,191	\$37,096
Band 2	\$37,074	\$38,001	\$38,951
Band 3	\$39,428	\$40,414	\$41,424
Band 4	\$40,604	\$41,619	\$42,659
Band 5	\$42,370	\$43,429	\$44,515
Band 6	\$51,786	\$53,081	\$54,408
Band 7	\$56,494	\$57,906	\$59,354
Band 8	\$61,202	\$62,732	\$64,300
SW			
Band 1	\$36,109	\$37,012	\$37,937
Band 2	\$38,995	\$39,970	\$40,969
Band 3	\$40,474	\$41,486	\$42,523
Band 4	\$42,229	\$43,285	\$44,367
Band 5	\$46,017	\$47,167	\$48,346
Band 6	\$50,777	\$52,046	\$53,347
Band 7	\$55,693	\$57,085	\$58,512
Band 8	\$61,976	\$63,525	\$65,113
Band 9	\$68,119	\$69,822	\$71,568
Band 10	\$79,007	\$80,982	\$83,007
Band 11	\$83,234	\$85,315	\$87,448
IV			
Band 1	\$35,357	\$36,241	\$37,147
Band 2	\$42,629	\$43,695	\$44,787
Band 3	\$45,771	\$46,915	\$48,088
Band 4	\$49,991	\$51,241	\$52,522
Band 5	\$56,613	\$58,028	\$59,479
Band 6	\$59,115	\$60,593	\$62,108
Band 7	\$61,676	\$63,218	\$64,798
Band 8	\$68,170	\$69,874	\$71,621
Band 9	\$76,648	\$78,564	\$80,528
Band 10	\$82,235	\$84,291	\$86,398
IPW			
Band 8	\$68,170	\$69,874	\$71,621
Band 9	\$76,648	\$78,564	\$80,528
Band 10	\$91,802	\$94,097	\$96,449
Band 11	\$96,510	\$98,923	\$101,396
Band 12	\$97,804	\$100,249	\$102,755
OPW			
Band 1	\$35,357	\$36,241	\$37,147
Band 2	\$42,629	\$43,695	\$44,787
Band 3	\$45,771	\$46,915	\$48,088
Band 4	\$49,991	\$51,241	\$52,522
Band 5	\$56,613	\$58,028	\$59,479
Band 6	\$59,115	\$60,593	\$62,108
Band 7	\$61,676	\$63,218	\$64,798
Band 8	\$68,170	\$69,874	\$71,621
Band 9	\$73,622	\$75,463	\$77,350
Band 10	\$77,907	\$79,855	\$81,851

## **SCHEDULE B – ALLOWANCES**

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### **1B. Wearing of Breathing Apparatus Allowance**

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

### **2B. Linguistic Allowance**

If an employee is directed to perform, in addition to their 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;

they will be paid, while the direction remains in force, a Linguistic Allowance of \$620 per annum.

### **3B. Essential Customer Servicing**

#### **3B.1 Scheduling Arrangements**

- 3B.1.1 (a) In order to satisfy essential customer servicing requirements, Telstra may schedule an employee to be available to respond to business needs outside ordinary hours of work.
- (b) In any scheduling arrangement, Telstra will have regard to an employee's ability to be at, or to remotely access, the worksite within a timeframe, which meets its particular business needs.
- (c) The scheduling of an employee for the purposes of this clause is the responsibility of the manager. Eligibility for this allowance is based upon the employee's manager expressly scheduling them 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.

3B.1.2 Employee scheduling for the purposes of this clause will be based on a weekly cycle as follows:

- (a) **On-Call:**  
An employee is 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:**  
An employee is 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:**  
An employee is required to remain at home and be ready for immediate recall to work. Payment will be \$6.73 per hour.

#### **3B.2 Payment for work**

- 3B.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.
- 3B.2.2 No payment will be made to an employee under this clause where they have been appropriately scheduled but they 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 3B.1 above if an employee is required to:
- (a) report to the worksite or a customer's premises – they will be paid at the relevant overtime rate for actual hours worked (including travel time) subject to the minimum payment provisions contained in clause 11 – Overtime, Minimum Payment of the GC Award.
  - (b) perform work at home – they will be paid at the relevant overtime rate for the actual hours worked subject to a minimum payment of one (1) hour.
- 3B.2.3 If an employee is not scheduled in accordance with clause 3B but they are contacted to perform duty at home they will be paid at double time for the actual time worked subject to a minimum payment of one hour.
- 3B.2.4 If an employee is called upon to perform work at home, which can be effectively performed at home, but the employee elects to perform the work at the worksite, they will only be eligible for payment as if the work was performed at home.
- 3B.2.5 If an employee is ineligible for overtime or payment for holiday work as described in clause 16 of this Agreement they will not be eligible for payment under clause 3B.

#### 4B. Height Allowance

If an employee is required to carry out work on a tower, mast, guy-rope and all telecommunications structures on the external faces of buildings and parapets, at a height of at least 15 metres for a minimum of two hours in any day, they will be paid a Height Allowance at the rate of \$6.24 for each such day.

#### 5B. First Aid Allowance

First aid attendants may be nominated at the manager's discretion in accordance with Telstra'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.

#### 6B. Country Employees Meal Allowance

An employee entitled to a Country Employees Meal Allowance will be paid \$12.04 per occurrence in accordance with the Relevant Award.

#### 7B. Office Renovations Allowance

An employee entitled to a Office Renovations Allowance will be paid \$2.90 per shift in accordance with the Relevant Award.

#### 8B. Meal Allowance

If an employee is entitled to a Meal Allowance in accordance with clause 20 of the GC Award, that allowance will be paid at the rate of \$15.50.

### SCHEDULE C – TERMS, CONDITIONS AND BENEFITS FOR SUPPLEMENTARY WORKERS

#### PART A –

##### Engagement, Span of Hours and Group of Days

1C. An employee is a Supplementary Worker if they are engaged to work as a Supplementary Worker.

2C. As a Supplementary Worker an employee will be:

- (a) allocated to one of the Workstreams described in clause 7.2 of this Agreement;
- (b) engaged to perform work for Telstra in any one of the following spans of hours ("Span").

Span	Type	Start of Span	End of Span
A	Morning	6:00 am	11:00 am
B	Middle Of Day	9:00 am	4:00 pm
C	Evening	1:00 pm	11:00 pm
D	Late Evening	9:00 pm	2:00 am

##### Infrastructure Services – Field Workforce only

Span	Start of Span	End of Span
Normal	7:00 am	7:00 pm

\*Note: This is the only span when Supplementary Workers in the CFW Workstream working in the field workforce may be engaged.

- (c) be available to perform work in a group of days agreed with the employee prior to their engagement ("Group").

3C. As a Supplementary Worker an employee may be requested to perform work outside their nominated Span and/or Group, in which case they will be paid for work performed at the applicable hourly rate for that Span and Day of Week as set out in Part B of this Schedule.

##### Availability, Work Provided and Hours Guarantee

4C. As a Supplementary Worker an employee must:

- (a) be available to work during their nominated Span and Group;

- (b) provide a minimum of 48 hours' notice (and where practicable longer) to their manager if they wish to be considered unavailable to work at any time or day during their nominated Span and Group;
  - (c) work all hours in their nominated Span that they are required to work by their manager; and
  - (d) start and finish work at such times during their Span as required by their manager.
- 5C. Telstra will offer an employee at least 500 hours work in each calendar year (January – December) ("**Hours Guarantee**"). This Hours Guarantee will be pro-rated if the employee is not initially engaged for a full calendar year. The Hours Guarantee will be reduced by any absences or unavailability for work (excluding absence on annual leave);
- 6C. If the employee has frequently and unreasonably failed to attend work when requested by their manager, Telstra's obligation to offer the employee the Hours Guarantee ceases. This will not include where the employee has provided satisfactory reasons to their manager for genuine absences.
- 7C. Where Telstra is unable, due to lack of work being available within the employee's nominated Span and or Group, in order to fulfil the Hours Guarantee:
- (a) Telstra will offer the employee work during an overlapping Span where such work is available; or
  - (b) The employee and Telstra may agree to change the nominated Span and/or Group.
- 8C. Telstra will give an employee a minimum of 24 hours' notice of when they are required to work within their Span and Group and of the start and finish times within the Span.
- 9C. As a Supplementary Worker an employee will not be obliged to perform any work offered outside their nominated Span and/or Group.
- 10C. As a Supplementary Worker an employee's nominated Span and/or Group may be changed by agreement between the employee and Telstra.
- 11C. Telstra recognises that an employee may be unable to attend work by reason of illness or where they have family responsibilities (such as to care for a spouse, child, an ill parent, or spouse of dependant). Where the employee is unable to attend in these circumstances they must provide their manager with as much notice as practicable but no less than 1 hour prior to their allocated start time. An employee will not be entitled to any payment for any absence from work in these circumstances.

#### **Payment**

- 12C. As a Supplementary Worker an employee will be paid the appropriate hourly rate set out in Part B of this Schedule for work performed. The hourly rates for Supplementary Workers increase as set out in Part B of this Schedule.
- 13C. The hourly rate is inclusive of all allowances, penalties, other statutory payments or amounts (other than leave payments referred to in clauses 18C to 22C of this Schedule) and includes a loading to cover annual leave loading.
- 14C. If an employee is required to work on a public holiday, they will be paid a 100% loading for any hours worked on that day.
- 15C. Subject to clauses 14C and 16C of this Schedule, an employee is not entitled to any additional payment beyond the appropriate hourly rate of pay for any work performed.

#### **Overtime and Meal Breaks**

- 16C. If an employee is required to work more than 36 3/4 hours in any week (Sunday to Saturday), they will be paid overtime for the hours worked in excess of 36 3/4 hours. Overtime will be paid at 150% of the appropriate hourly rate set out in Part B of this Schedule.
- 17C. An employee is entitled to an unpaid meal break if they are required to work continuously for longer than 5 hours. The meal break will be at least 30 minutes in length and no more than one hour. Within these parameters, the timing of the meal break will be at the discretion of the employee's manager, taking into account any individual requirements.



## Leave

- 18C.** Employees are entitled to 4 weeks paid annual leave per annum based on the average number of days worked in any 4 week period during the 26 previous pay periods. Annual leave will accrue on a pro rata basis on the first of each month, calculated on the actual hours worked in that previous month.
- 19C.** When taking annual leave an employee will be paid at their average hourly rate of pay based on the 26 previous pay periods where payment has been received immediately preceding the commencement of the annual leave period. An employee will be paid at this rate for the duration of the annual leave.
- 20C.** This calculation excludes any additional payments made within these 26 pay periods such as overtime or allowances.
- 21C.** When taking annual leave the daily hours deducted from an employee's accrued annual leave is based on the average daily hours worked in the 26 pay periods where actual hours have been paid immediately preceding the annual leave period.
- 22C.** Employees will be entitled to other types of leave (including Long Service Leave and Maternity Leave) in accordance with Telstra policy, as varied from time to time.

## Termination of Employment

- 23C.** If Telstra wishes to terminate an employee's employment (other than in circumstances of serious misconduct where they may be dismissed summarily) they will be entitled to the following period of notice:

Period of continuous service with Telstra	Period of notice
Not more than 1 year	1 week
More than 1 year but not more than 3 years	2 weeks
More than 3 years but not more than 5 years	3 weeks
More than 5 years	4 weeks

- 24C.** If, on the date on which an employee is given notice of termination of employment, they are more than 45 years old and have completed at least 2 years continuous service the applicable period of notice will be increased by one week.
- 25C.** Telstra may pay an employee compensation instead of notice. The compensation will be the number of weeks' notice to which they would otherwise be entitled multiplied by their average weekly earnings during the twelve calendar months immediately preceding the month in which the payment is made.
- 26C.** The TRA will apply to an employee's employment. Any retrenchment entitlement will be calculated based on the employee's average weekly earnings during the twelve calendar months immediately preceding the month in which the payment is made.

## Operation of this Schedule

- 27C.** The terms, conditions and benefits set out above apply to all Supplementary Workers engaged by Telstra pursuant to this Agreement and apply to the exclusion of any term in the Agreement, except the following clauses:
- (a) 2 (Who this Agreement applies to);
  - (b) 3 (When this Agreement applies);
  - (c) 4 (Exceptions);
  - (d) 5 (Operation of this Agreement);
  - (e) 6 (No extra claims);
  - (f) 7.1 The following definitions : 'Agreement', 'First Increase Date', 'Second Increase Date', 'Third Increase Date', 'Telstra Job Evaluation and Classification System', 'Band', 'Core Jobs and Workstream';
  - (g) 7.2 (Workstream Definitions);
  - (h) 8.1 (Workstreams);
  - (i) 8.2 (Movement of employees);
  - (j) 9 (Australian Workplace Agreements);
  - (k) 10.1 (Types of Work Arrangements);
  - (l) 10.4 (Supplementary Workers);
  - (m) 26 (Dispute avoidance/resolution); and
  - (n) 27 (Consultative Arrangements).

## PART B -

1. The following table shows the estimated monthly salary for each band of the CFW Workstream (Field Workforce only) based on the CFW Field Workstream (Field Workforce only) Work Management Program (WMP) rates.

### CFW Workstream (Field Workforce only)

Band	Mon - Fri 7am - 7pm	Sat 7am - 7pm	Sun 7am - 7pm
<b>First Career Band</b>			
Band 1	\$18.68	\$24.90	\$29.51
Band 2	\$22.52	\$30.02	\$35.58
Band 3	\$24.19	\$32.23	\$38.20
Band 4	\$26.42	\$35.20	\$41.72
Band 5	\$29.91	\$39.87	\$47.25
Band 6	\$31.24	\$41.63	\$49.34
Band 7	\$32.59	\$43.43	\$51.47
Band 8	\$36.02	\$48.00	\$56.89
Band 9	\$38.90	\$51.84	\$61.44
Band 10	\$41.17	\$54.86	\$65.02
<b>Second Career Band</b>			
Band 1	\$19.15	\$25.52	\$30.25
Band 2	\$23.09	\$30.77	\$36.47
Band 3	\$24.79	\$33.04	\$39.15
Band 4	\$27.08	\$36.08	\$42.76
Band 5	\$30.66	\$40.86	\$48.43
Band 6	\$32.02	\$42.67	\$50.57
Band 7	\$33.40	\$44.52	\$52.76
Band 8	\$36.92	\$49.20	\$58.32
Band 9	\$39.87	\$53.14	\$62.98
Band 10	\$42.20	\$56.23	\$66.65
<b>Third Career Band</b>			
Band 1	\$19.63	\$26.16	\$31.00
Band 2	\$23.67	\$31.54	\$37.38
Band 3	\$25.41	\$33.86	\$40.13
Band 4	\$27.75	\$36.98	\$43.83
Band 5	\$31.43	\$41.88	\$49.64
Band 6	\$32.82	\$43.74	\$51.83
Band 7	\$34.24	\$45.63	\$54.08
Band 8	\$37.84	\$50.43	\$59.77
Band 9	\$40.87	\$54.47	\$64.55
Band 10	\$43.25	\$57.64	\$68.31

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CFW (Other than Field Workforce)	Monday to Friday				Saturday				Sunday			
	Spent	Spent	Spent	Spent	Spent	Spent	Spent	Spent	Spent	Spent	Spent	Spent
	per hour	per hour	per hour	per hour	per hour	per hour	per hour	per hour	per hour	per hour	per hour	per hour
	per hour	per hour	per hour	per hour	per hour	per hour	per hour	per hour	per hour	per hour	per hour	per hour
	Monday	Monday	Tuesday	Tuesday	Wednesday	Wednesday	Thursday	Thursday	Friday	Friday	Saturday	Saturday
Highway Construction												
Band 1	\$19.36	\$18.68	\$20.29	\$21.21	\$23.98	\$23.29	\$24.90	\$25.82	\$28.59	\$27.90	\$29.51	\$30.43
Band 2	\$23.35	\$22.52	\$24.46	\$25.57	\$28.91	\$28.08	\$30.02	\$31.13	\$34.47	\$33.64	\$35.58	\$36.69
Band 3	\$25.07	\$24.19	\$26.26	\$27.46	\$31.04	\$30.15	\$32.23	\$33.42	\$37.01	\$36.12	\$38.20	\$39.39
Band 4	\$27.38	\$26.42	\$28.68	\$29.99	\$33.90	\$32.93	\$35.20	\$36.51	\$40.42	\$39.45	\$41.72	\$43.03
Band 5	\$31.01	\$29.91	\$32.48	\$33.96	\$38.39	\$37.30	\$39.87	\$41.34	\$45.77	\$44.68	\$47.25	\$48.72
Band 6	\$32.38	\$31.24	\$33.92	\$35.46	\$40.09	\$38.94	\$41.63	\$43.17	\$47.79	\$46.65	\$49.34	\$50.88
Band 7	\$33.78	\$32.59	\$35.39	\$37.00	\$41.82	\$40.63	\$43.43	\$45.04	\$49.87	\$48.67	\$51.47	\$53.08
Band 8	\$37.34	\$36.02	\$39.11	\$40.89	\$46.23	\$44.91	\$48.00	\$49.78	\$55.12	\$53.80	\$56.89	\$58.67
Band 9	\$40.32	\$38.90	\$42.24	\$44.16	\$49.92	\$48.50	\$51.84	\$53.76	\$59.52	\$58.10	\$61.44	\$63.36
Band 10	\$42.67	\$41.17	\$44.70	\$46.73	\$52.83	\$51.33	\$54.86	\$56.89	\$62.99	\$61.48	\$65.02	\$67.05
Highway Construction												
Band 1	\$19.85	\$19.15	\$20.79	\$21.74	\$24.57	\$23.88	\$25.52	\$26.47	\$29.30	\$28.60	\$30.25	\$31.19
Band 2	\$23.93	\$23.09	\$25.07	\$26.21	\$29.63	\$28.79	\$30.77	\$31.91	\$35.33	\$34.48	\$36.47	\$37.61
Band 3	\$25.70	\$24.79	\$26.92	\$28.14	\$31.81	\$30.91	\$33.04	\$34.26	\$37.93	\$37.03	\$39.15	\$40.38
Band 4	\$28.06	\$27.08	\$29.40	\$30.74	\$34.75	\$33.76	\$36.08	\$37.42	\$41.43	\$40.44	\$42.76	\$44.10
Band 5	\$31.78	\$30.66	\$33.30	\$34.81	\$39.35	\$38.23	\$40.86	\$42.38	\$46.92	\$45.80	\$48.43	\$49.94
Band 6	\$33.19	\$32.02	\$34.77	\$36.35	\$41.09	\$39.92	\$42.67	\$44.25	\$48.99	\$47.82	\$50.57	\$52.15
Band 7	\$34.62	\$33.40	\$36.27	\$37.92	\$42.87	\$41.65	\$44.52	\$46.17	\$51.11	\$49.89	\$52.76	\$54.41
Band 8	\$38.27	\$36.92	\$40.09	\$41.91	\$47.38	\$46.03	\$49.20	\$51.03	\$56.49	\$55.14	\$58.32	\$60.14
Band 9	\$41.33	\$39.87	\$43.30	\$45.27	\$51.17	\$49.71	\$53.14	\$55.11	\$61.01	\$59.56	\$62.98	\$64.95
Band 10	\$43.74	\$42.20	\$45.82	\$47.90	\$54.15	\$52.61	\$56.23	\$58.31	\$64.56	\$63.02	\$66.65	\$68.73
Highway Construction												
Band 1	\$20.35	\$19.63	\$21.31	\$22.28	\$25.19	\$24.47	\$26.16	\$27.13	\$30.03	\$29.32	\$31.00	\$31.97
Band 2	\$24.53	\$23.67	\$25.70	\$26.87	\$30.37	\$29.51	\$31.54	\$32.71	\$36.21	\$35.35	\$37.38	\$38.55
Band 3	\$26.34	\$25.41	\$27.59	\$28.85	\$32.61	\$31.68	\$33.86	\$35.12	\$38.88	\$37.95	\$40.13	\$41.39
Band 4	\$28.77	\$27.75	\$30.14	\$31.51	\$35.62	\$34.60	\$36.98	\$38.35	\$42.46	\$41.45	\$43.83	\$45.20
Band 5	\$32.58	\$31.43	\$34.13	\$35.68	\$40.33	\$39.18	\$41.88	\$43.44	\$48.09	\$46.94	\$49.64	\$51.19
Band 6	\$34.02	\$32.82	\$35.64	\$37.26	\$42.12	\$40.92	\$43.74	\$45.35	\$50.21	\$49.02	\$51.83	\$53.45
Band 7	\$35.49	\$34.24	\$37.18	\$38.87	\$43.94	\$42.69	\$45.63	\$47.32	\$52.39	\$51.14	\$54.08	\$55.77
Band 8	\$39.23	\$37.84	\$41.09	\$42.96	\$48.57	\$47.18	\$50.43	\$52.30	\$57.91	\$56.52	\$59.77	\$61.64
Band 9	\$42.36	\$40.87	\$44.38	\$46.40	\$52.45	\$50.96	\$54.47	\$56.49	\$62.54	\$61.04	\$64.55	\$66.57
Band 10	\$44.83	\$43.25	\$46.96	\$49.10	\$55.50	\$53.92	\$57.64	\$59.77	\$66.18	\$64.60	\$68.31	\$70.45

SW Workstream - Monday to Friday - Saturday - Sunday

SW Workstream	Monday to Friday				Saturday				Sunday			
	Band 1	Band 2	Band 3	Band 4	Band 5	Band 6	Band 7	Band 8	Band 9	Band 10	Band 11	Band 12
Band 1	\$19.78	\$19.08	\$20.72	\$21.66	\$24.49	\$23.79	\$25.43	\$26.37	\$29.19	\$28.50	\$30.14	\$31.08
Band 2	\$21.36	\$20.60	\$22.37	\$23.39	\$26.44	\$25.69	\$27.46	\$28.48	\$31.53	\$30.77	\$32.54	\$33.56
Band 3	\$22.17	\$21.39	\$23.22	\$24.28	\$27.45	\$26.66	\$28.50	\$29.56	\$32.72	\$31.94	\$33.78	\$34.83
Band 4	\$23.13	\$22.31	\$24.23	\$25.33	\$28.64	\$27.82	\$29.74	\$30.84	\$34.14	\$33.33	\$35.24	\$36.34
Band 5	\$25.20	\$24.32	\$26.40	\$27.60	\$31.20	\$30.32	\$32.40	\$33.60	\$37.20	\$36.32	\$38.41	\$39.61
Band 6	\$27.81	\$26.83	\$29.13	\$30.46	\$34.43	\$33.45	\$35.76	\$37.08	\$41.05	\$40.07	\$42.38	\$43.70
Band 7	\$30.50	\$29.43	\$31.96	\$33.41	\$37.77	\$36.69	\$39.22	\$40.67	\$45.03	\$43.95	\$46.48	\$47.93
Band 8	\$33.94	\$32.75	\$35.56	\$37.18	\$42.03	\$40.83	\$43.64	\$45.26	\$50.11	\$48.91	\$51.72	\$53.34
Band 9	\$37.31	\$35.99	\$39.09	\$40.86	\$46.19	\$44.88	\$47.97	\$49.74	\$55.07	\$53.76	\$56.85	\$58.63
Band 10	\$43.27	\$41.75	\$45.33	\$47.39	\$53.57	\$52.05	\$55.64	\$57.70	\$63.88	\$62.35	\$65.94	\$68.00
Band 11	\$45.59	\$43.98	\$47.76	\$49.93	\$56.44	\$54.83	\$58.61	\$60.78	\$67.29	\$65.69	\$69.47	\$71.64
Band 1	\$20.27	\$19.56	\$21.24	\$22.20	\$25.10	\$24.38	\$26.06	\$27.03	\$29.92	\$29.21	\$30.89	\$31.85
Band 2	\$21.89	\$21.12	\$22.93	\$23.98	\$27.10	\$26.33	\$28.15	\$29.19	\$32.32	\$31.54	\$33.36	\$34.40
Band 3	\$22.72	\$21.92	\$23.80	\$24.89	\$28.13	\$27.33	\$29.21	\$30.30	\$33.54	\$32.74	\$34.62	\$35.71
Band 4	\$23.71	\$22.87	\$24.84	\$25.96	\$29.35	\$28.52	\$30.48	\$31.61	\$35.00	\$34.16	\$36.12	\$37.25
Band 5	\$25.83	\$24.92	\$27.06	\$28.29	\$31.98	\$31.07	\$33.21	\$34.44	\$38.13	\$37.22	\$39.36	\$40.59
Band 6	\$28.51	\$27.50	\$29.86	\$31.22	\$35.29	\$34.29	\$36.65	\$38.01	\$42.08	\$41.07	\$43.44	\$44.79
Band 7	\$31.27	\$30.16	\$32.75	\$34.24	\$38.71	\$37.61	\$40.20	\$41.69	\$46.15	\$45.05	\$47.64	\$49.13
Band 8	\$34.79	\$33.57	\$36.45	\$38.11	\$43.08	\$41.85	\$44.73	\$46.39	\$51.36	\$50.13	\$53.02	\$54.67
Band 9	\$38.24	\$36.89	\$40.06	\$41.88	\$47.35	\$46.00	\$49.17	\$50.99	\$56.45	\$55.10	\$58.27	\$60.09
Band 10	\$44.35	\$42.79	\$46.47	\$48.58	\$54.91	\$53.35	\$57.03	\$59.14	\$65.47	\$63.91	\$67.59	\$69.70
Band 11	\$46.73	\$45.08	\$48.95	\$51.18	\$57.85	\$56.21	\$60.08	\$62.30	\$68.98	\$67.33	\$71.20	\$73.43
Band 1	\$20.78	\$20.05	\$21.77	\$22.76	\$25.73	\$24.99	\$26.71	\$27.70	\$30.67	\$29.94	\$31.66	\$32.65
Band 2	\$22.44	\$21.65	\$23.51	\$24.58	\$27.78	\$26.99	\$28.85	\$29.92	\$33.12	\$32.33	\$34.19	\$35.26
Band 3	\$23.29	\$22.47	\$24.40	\$25.51	\$28.83	\$28.01	\$29.94	\$31.05	\$34.38	\$33.56	\$35.49	\$36.60
Band 4	\$24.30	\$23.44	\$25.46	\$26.61	\$30.09	\$29.23	\$31.24	\$32.40	\$35.87	\$35.01	\$37.03	\$38.19
Band 5	\$26.48	\$25.55	\$27.74	\$29.00	\$32.78	\$31.85	\$34.04	\$35.31	\$39.09	\$38.15	\$40.35	\$41.61
Band 6	\$29.22	\$28.19	\$30.61	\$32.00	\$36.17	\$35.14	\$37.57	\$38.96	\$43.13	\$42.10	\$44.52	\$45.91
Band 7	\$32.05	\$30.92	\$33.57	\$35.10	\$39.68	\$38.55	\$41.20	\$42.73	\$47.31	\$46.18	\$48.83	\$50.36
Band 8	\$35.66	\$34.41	\$37.36	\$39.06	\$44.15	\$42.90	\$45.85	\$47.55	\$52.64	\$51.39	\$54.34	\$56.04
Band 9	\$39.20	\$37.82	\$41.06	\$42.93	\$48.53	\$47.15	\$50.40	\$52.26	\$57.86	\$56.48	\$59.73	\$61.60
Band 10	\$45.46	\$43.86	\$47.63	\$49.79	\$56.29	\$54.68	\$58.45	\$60.62	\$67.11	\$65.51	\$69.28	\$71.44
Band 11	\$47.89	\$46.21	\$50.18	\$52.46	\$59.30	\$57.61	\$61.58	\$63.86	\$70.70	\$69.01	\$72.98	\$75.26

Customer Service Workstream Budget Rates for Supplemental Work

CSSW Workstream	Monday to Friday				Saturday				Sunday			
	Spaid A	Spaid B	Spaid C	Spaid D	Spaid A	Spaid B	Spaid C	Spaid D	Spaid A	Spaid B	Spaid C	Spaid D
	Spaid A	Spaid B	Spaid C	Spaid D	Spaid A	Spaid B	Spaid C	Spaid D	Spaid A	Spaid B	Spaid C	Spaid D
Hourly Rate	Morning	Midday	Evening	Night	Morning	Midday	Evening	Night	Morning	Midday	Evening	Night
Band 1	\$19.34	\$18.66	\$20.26	\$21.18	\$23.94	\$23.26	\$24.86	\$25.78	\$28.55	\$27.87	\$29.47	\$30.39
Band 2	\$20.31	\$19.59	\$21.27	\$22.24	\$25.14	\$24.42	\$26.11	\$27.07	\$29.97	\$29.26	\$30.94	\$31.91
Band 3	\$21.59	\$20.83	\$22.62	\$23.65	\$26.74	\$25.98	\$27.76	\$28.79	\$31.88	\$31.12	\$32.91	\$33.93
Band 4	\$22.24	\$21.45	\$23.30	\$24.36	\$27.53	\$26.75	\$28.59	\$29.65	\$32.83	\$32.04	\$33.89	\$34.95
Band 5	\$23.21	\$22.39	\$24.31	\$25.42	\$28.73	\$27.91	\$29.84	\$30.94	\$34.26	\$33.44	\$35.36	\$36.47
Band 6	\$28.36	\$27.36	\$29.71	\$31.06	\$35.12	\$34.12	\$36.47	\$37.82	\$41.87	\$40.87	\$43.22	\$44.57
Band 7	\$30.94	\$29.85	\$32.41	\$33.89	\$38.31	\$37.22	\$39.78	\$41.26	\$45.68	\$44.59	\$47.15	\$48.62
Band 8	\$33.52	\$32.34	\$35.12	\$36.71	\$41.50	\$40.32	\$43.10	\$44.69	\$49.48	\$48.30	\$51.08	\$52.67
Seasonal Rate												
Band 1	\$19.82	\$19.12	\$20.77	\$21.71	\$24.54	\$23.84	\$25.48	\$26.43	\$29.26	\$28.56	\$30.20	\$31.15
Band 2	\$20.81	\$20.08	\$21.80	\$22.80	\$25.77	\$25.04	\$26.76	\$27.75	\$30.72	\$29.99	\$31.71	\$32.71
Band 3	\$22.13	\$21.35	\$23.19	\$24.24	\$27.40	\$26.62	\$28.46	\$29.51	\$32.67	\$31.89	\$33.73	\$34.78
Band 4	\$22.79	\$21.99	\$23.88	\$24.97	\$28.22	\$27.42	\$29.31	\$30.39	\$33.65	\$32.85	\$34.73	\$35.82
Band 5	\$23.79	\$22.95	\$24.92	\$26.05	\$29.45	\$28.61	\$30.58	\$31.71	\$35.11	\$34.27	\$36.25	\$37.38
Band 6	\$29.07	\$28.05	\$30.46	\$31.84	\$35.99	\$34.97	\$37.38	\$38.76	\$42.92	\$41.89	\$44.30	\$45.68
Band 7	\$31.71	\$30.60	\$33.23	\$34.74	\$39.27	\$38.15	\$40.78	\$42.29	\$46.82	\$45.70	\$48.33	\$49.84
Band 8	\$34.36	\$33.15	\$35.99	\$37.63	\$42.54	\$41.33	\$44.17	\$45.81	\$50.72	\$49.51	\$52.36	\$53.99
Hourly Rate												
Band 1	\$20.32	\$19.60	\$21.28	\$22.25	\$25.15	\$24.44	\$26.12	\$27.09	\$29.99	\$29.28	\$30.96	\$31.93
Band 2	\$21.33	\$20.58	\$22.35	\$23.37	\$26.41	\$25.66	\$27.43	\$28.44	\$31.49	\$30.74	\$32.51	\$33.52
Band 3	\$22.69	\$21.89	\$23.77	\$24.85	\$28.09	\$27.29	\$29.17	\$30.25	\$33.49	\$32.69	\$34.57	\$35.65
Band 4	\$23.36	\$22.54	\$24.48	\$25.59	\$28.93	\$28.10	\$30.04	\$31.15	\$34.49	\$33.67	\$35.60	\$36.72
Band 5	\$24.38	\$23.52	\$25.54	\$26.70	\$30.19	\$29.33	\$31.35	\$32.51	\$35.99	\$35.13	\$37.15	\$38.31
Band 6	\$29.80	\$28.75	\$31.22	\$32.64	\$36.89	\$35.84	\$38.31	\$39.73	\$43.99	\$42.94	\$45.41	\$46.83
Band 7	\$32.51	\$31.36	\$34.06	\$35.60	\$40.25	\$39.10	\$41.80	\$43.34	\$47.99	\$46.84	\$49.54	\$51.08
Band 8	\$35.22	\$33.98	\$36.89	\$38.57	\$43.60	\$42.36	\$45.28	\$46.96	\$51.99	\$50.75	\$53.66	\$55.34

## **SCHEDULE D – WORK AT SEA ARRANGEMENTS**

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### **1D. Work at Sea**

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

### **1D.2 Rates of Pay**

- 1D.2.1** An employee 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. The employee 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 an employee works on a Saturday – an additional 100%.
  - (c) Sunday  
If an employee works 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 the employee and their 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 an employee is required to work on a public holiday they 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 the employee and their 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 the employee's usual place of work.
  - (e) Elections  
An employee may choose the payment option (in 1D.2.1(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 the employee has 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) An employee will be required to work according to the requirements of the work program.
- (b) There will be no set hours of work.
- (c) An employee will discuss with their 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 works program
  - iv. Occupational Health and Safety
- (d) An employee will not be required to work excessive amounts of time such that it jeopardises their health and safety.

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

To compensate for all disabilities associated with living and working on a sea going vessel, an employee 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 an employee and their manager.
- 1D.6.2** An employee 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 their manager.
- 1D.6.3** Notwithstanding the above, an employee will not be expected to spend more than 85 days at sea in any 12 month period unless mutually agreed in writing with their manager.

## **1D.7 Standard Of Vessel**

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

## **EXPLANATORY NOTES**

### **Telstra Enterprise Agreement 2005-2008**

The purpose of this section is to identify and explain to employees the substantive changes made between the six (6) individual Business Unit 2002-2005 Enterprise Agreements ("**2002-2005 Agreements**") in comparison to the Telstra Enterprise Agreement 2005-2008 ("**the Agreement**").

Please note that these Explanatory Notes do not form any part of the Agreement.

#### **General Comments**

- The grammar within the Agreement has been changed from the 'second-person' form of language (e.g. "you") to a more conventional form, commonly used in Awards and Enterprise Agreements (e.g. "employee").
- The Agreement combines many of the terms and conditions of the 2002-2005 Agreements. There has also been a change to the order of the clauses in the Agreement, with the aim of making it easy to follow and understand.

#### **Specific Clauses**

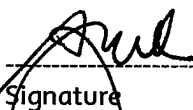
- Clause 2.3 (MCW Transitional Arrangements) – Employees previously engaged in the Mobile Customer Workstream (MCW) will be transitioned to the equivalent Customer Sales & Service Workstream (CSSW). Under these transitional arrangements an employee's Actual Salary, including any Grandfathered Allowance, will not be reduced.
- Clause 3.1 (Application of Agreement) – The 2002-2005 Agreements had a nominal expiry date 30 months from the date of certification. This Agreement has a nominal expiry date 36 months from the date of certification.
- Clause 3.2 (Negotiation of new agreement) – The 2002-2005 Agreements stated that discussions for the purposes of negotiating an agreement would commence three months prior to the nominal expiry date. This Agreement states that discussions will commence four months prior to the nominal expiry date.
- Clause 4.2(a) (Telstra Country Wide excluded) – This Agreement does not apply to the Telstra Country Wide Business Unit.
- Clause 5.1 (Operation of Agreement) – This Agreement replaces the 2002-2005 Agreements, which Telstra will apply to terminate in the Australian Industrial Relations Commission.
- Clause 7.1 (Definitions) – The following are the key changes in this clause:
  - The three salary increases provided for over the three-year term of this Agreement are set out and defined.
  - The ability for EA employees to access Pre-tax Superannuation was introduced after the 2002-2005 Agreements were certified. The definition of Pre-tax superannuation contribution definition is therefore included in this Agreement; and
  - Definitions in the 2002-2005 Agreements that do not apply to this Agreement have been removed.
- Clause 7.3 (Removal of Accelerated Increment Payment) – Reference to the Accelerated Increment Payment has been removed, as this was a "one-off" payment made to eligible employees in the 2002-2005 Agreements and has not been included in this Agreement.
- Clause 12 (Transitional Shift Arrangements) – In the 2002-2005 Agreements, there are references to the transitional arrangements that maintained the payment of shift penalties, under unique circumstances for a period of 12 months. This provision no longer has any application and has not been included in this Agreement.
- Clause 13.3 (Scheduled Overtime Worked from Home) – This is a new clause that relates to scheduled overtime performed from home outside the hours of normal attendance. Where this clause applies, an employee is to be paid overtime for the actual time that they work (subject to a minimum payment of one hour's overtime) and will generally receive at least two days' notice of the requirement.
- Clause 15 (Rest Breaks) – Specific Rest Break arrangements apply to the business areas named in this clause.
- Clause 20 (Salary Increases) – The three salary increases over the term of this Agreement are set out in this clause.
- Clause 22 (Pre-Tax Superannuation) – The ability to access Pre-Tax Superannuation was introduced after certification of the 2002-2005 Agreements. This clause sets out the entitlement and arrangements that apply.
- Clause 24 (Long Service Leave) – This is a new clause. In the event that Telstra is no longer bound by the Long Service Leave (Commonwealth Employees) Act 1976 (LSL Act) the Agreement protects employees' existing long service leave entitlements, as provided for in the LSL Act.
- Clause 25 (Maternity Leave) – This is a new clause. In the event that Telstra is no longer bound by the Maternity Leave (Commonwealth Employees) Act 1973 (the Maternity Leave Act), the Agreement protects female employees' existing maternity leave entitlements service leave entitlements, as provided for in the Maternity Leave Act. This clause also provides that a female employee may apply to return to work after maternity leave part-time, subject to Telstra's business and customer requirements.
- Clause 16C – The definition of a week for calculating overtime for Supplementary Workers has changed to Sunday to Saturday.

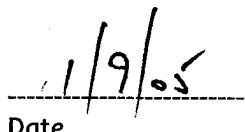


# SIGNATORIES

Signed on behalf of **Telstra Corporation Limited** (ACN 051 775 556) by an authorised representative:

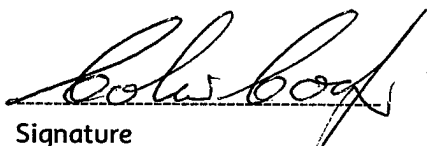
Stephen Webb Senior HR Specialist, Workplace Relations

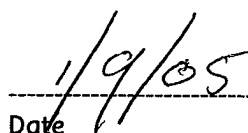
  
Signature

  
Date

Signed on behalf of the **Communications, Electrical, Electronic, Energy, Information, Postal, Plumbing and Allied Services Union of Australia** by an authorised representative:

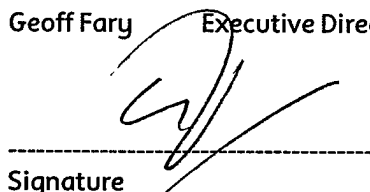
Colin Cooper Communications Division, Divisional President

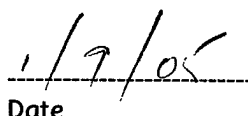
  
Signature

  
Date

Signed on behalf of **The Association of Professional Engineers, Scientists and Managers, Australia** by an authorised representative:

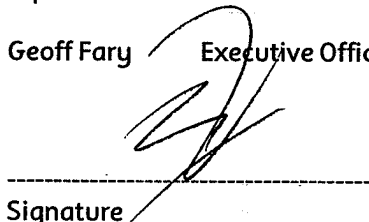
Geoff Fary Executive Director, Industrial Relations

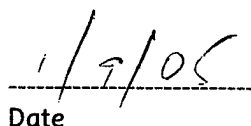
  
Signature

  
Date

Signed on behalf of **Professional Officers' Association (Victoria)** by an authorised representative:

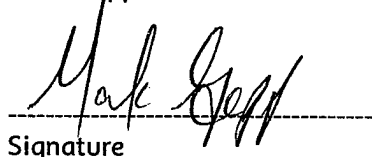
Geoff Fary Executive Officer

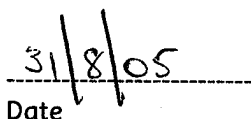
  
Signature

  
Date

Signed on behalf of **CPSU, the Community and Public Sector Union** by an authorised representative:

Mark Gepp National President, Community and Public Sector Union

  
Signature

  
Date

