

**TELSTRA ENTERPRISE AGREEMENT**  
**2010-2012**

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# OPERATION OF THIS AGREEMENT

## **1. Name of Agreement**

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This agreement will be known as the Telstra Enterprise Agreement 2010-2012 (**Agreement**).

## **2. When this Agreement operates**

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- 2.1 This Agreement operates from the Commencement Date, which is seven days after Fair Work Australia approves this Agreement.
- 2.2 This Agreement's nominal expiry date will be two years from the Commencement Date.
- 2.3 The persons covered by this Agreement (**Parties**) will commence discussions for the purposes of negotiating an agreement to replace this Agreement four months before the nominal expiry date.

## **3. Replacement of current agreements**

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This Agreement replaces the Telstra Enterprise Agreement 2005-2008 and the Telstra Redundancy Agreement 2002.

## **4. Who this Agreement covers**

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- 4.1 This Agreement covers Telstra Corporation Limited (**Telstra**).
- 4.2 Subject to clause 4.3, this Agreement covers each of the following types of employees:
  - (a) employees whose work is covered by a Relevant Award (as in force at the Commencement Date) and who perform work in one of the following Workstreams:
    - (i) Customer Sales and Service Workstream;
    - (ii) Support Workstream;

- (iii) Technology Professional Workstream;
- (iv) Technical Workstream;
- (v) Customer Field Workstream;
- (b) employees in Bands 2, 3i, 3ii, 4i and 4ii who perform work in one of the following Job Families:
  - (i) Customer Support (Technical);
  - (ii) Customer Support (Non-Technical);
  - (iii) Professional Technical Services;
  - (iv) Corporate Support Services;
  - (v) Sales.

4.3 This Agreement does not cover any of the following types of employees:

- (a) an employee who satisfies both of the following:
  - (i) an agreement-based transitional instrument that was, when made, an employee collective agreement applied to the employee just before this Agreement was made; and
  - (ii) an agreement-based transitional instrument that was, when made, an employee collective agreement continues to cover the employee;
- (b) an employee engaged after this Agreement was made who is covered by an agreement listed in Schedule 1;
- (c) an employee engaged after this Agreement was made who falls within one of the categories of employees listed in Schedule 2;
- (d) an employee to whom an AWA/ITEA applies and who satisfies one of the following:
  - (i) the employee is covered by an agreement listed in Schedule 1;
  - (ii) the employee falls within one of the categories of employees listed in Schedule 2;
- (e) an employee to whom one of the following instruments applies:
  - (i) the Telstra Salesforce Agreement 1995;
  - (ii) the Telstra Senior Officers Agreement 1995;
  - (iii) the Telstra Senior Officers/Minimum Rates Agreement 1996;
- (f) an employee covered by the Telstra Retail Employee Collective Agreement 2007.

- 4.4 This Agreement covers each union that Fair Work Australia notes is covered by the Agreement in its decision to approve the Agreement (including CEPU, CPSU and APESMA).

## **5. Application and structure of this Agreement**

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This Agreement has four parts and applies to Category 1 Employees and Category 2 Employees as follows:

- (a) "Operation of this Agreement" which applies to Category 1 Employees and Category 2 Employees (unless otherwise indicated);
- (b) "Common Terms" which applies to Category 1 Employees and Category 2 Employees;
- (c) "Terms and Conditions for Category 1 Employees" which applies to Category 1 Employees only;
- (d) "Terms and Conditions for Category 2 Employees" which applies to Category 2 Employees only.

## **6. Category 1 Employees**

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6.1 An employee is a Category 1 Employee if the employee satisfies all of the following:

- (a) the employee is covered by this Agreement (see clause 4);
- (b) one of clauses 6.2, 6.3, 6.4, 6.5 or 6.6 describes the employee;
- (c) the employee has not elected to become a Category 2 Employee (see clause 8.1).

6.2 Just before the Commencement Date, the Telstra Enterprise Agreement 2005-2008 applied to the employee.

6.3 The employee satisfies all of the following:

- (a) just before the Commencement Date, an AWA/ITEA that had passed its nominal expiry date applied to the employee;
- (b) the AWA/ITEA was terminated after the Commencement Date;

- (c) the employee chose to be a Category 1 Employee on termination of his or her AWA/ITEA.

6.4 The employee's employment started on or after the Commencement Date and the employee performs works in the Customer Field Workstream or the Technical Workstream (unless the employee chooses to accept employment as a Category 2 Employee in the Customer Support (Technical) Job Family or the Professional Technical Services Job Family).

6.5 The employee satisfies all of the following:

- (a) just before the Commencement Date, an AWA that had not passed its nominal expiry date applied to the employee;
- (b) the AWA was terminated after the Commencement Date;
- (c) just before the AWA was terminated, the employee was performing work in either the Customer Support (Technical) Job Family or the Customer Support (Non-Technical) Job Family;
- (d) the employee chose to be a Category 1 Employee on termination of his or her AWA.

6.6 The employee is a former Category 1 Employee who became a Category 2 Employee and has elected to return to being a Category 1 Employee (see clause 8.4).

## **7. Category 2 Employees**

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7.1 An employee is a Category 2 Employee if all of the following apply to the employee:

- (a) the employee is covered by this Agreement (see clause 4);
- (b) an AWA/ITEA does not apply to the employee; and
- (c) the employee is not a Category 1 Employee.

7.2 An employee is a Category 2 Employee if the employee was formerly a Category 1 Employee and the employee has elected to become a Category 2 Employee (see clause 8).

## **8. Transferring between Category 1 and Category 2**

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- 8.1 A Category 1 Employee may elect to become a Category 2 Employee at any time (subject to clause 8.4).
- 8.2 Telstra will not require any Category 1 Employee to become a Category 2 Employee.
- 8.3 An election to become a Category 2 Employee takes effect at the beginning of the first full pay period after Telstra gives the Employee written confirmation that it has received and processed the election.
- 8.4 A Category 1 Employee who elects to become a Category 2 Employee may later elect to become a Category 1 Employee again but:
- (a) the Employee may only do this once; and
  - (b) the Employee may only do so within 12 months of the date on which the Employee became a Category 2 Employee (see clause 8.3).

## **9. Remuneration for former AWA/ITEA employees who become Category 1 Employees**

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- 9.1 Clause 9.2 applies if:
- (a) this Agreement starts to apply to an Employee because an AWA/ITEA that applied to the Employee is terminated; and
  - (b) the Employee is a Category 1 Employee.
- 9.2 On becoming a Category 1 Employee the Employee will be paid at the Company Rate for the job they are performing at that time.

## **10. Remuneration for former AWA/ITEA employees who become Category 2 Employees**

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- 10.1 Clauses 10.2 and 10.3 apply if:

- (a) this Agreement starts to apply to an Employee because an AWA/ITEA that applied to the Employee is terminated; and
- (b) the Employee is a Category 2 Employee.

10.2 On becoming a Category 2 Employee the Employee will be paid Fixed Remuneration that is no less than the Fixed Remuneration the Employee was paid under his or her AWA/ITEA at the time the AWA/ITEA was terminated.

10.3 An Employee may agree to accept Fixed Remuneration that is less than the Fixed Remuneration the Employee was paid under his or her AWA/ITEA at the time the AWA/ITEA was terminated. However, the Employee's salary must not be less than the minimum salary rate for the Employee's Job Family and Band.

## **11. Remuneration for former Category 1 Employees who become Category 2 Employees**

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11.1 Clause 11.2 applies if a Category 1 Employee chooses to become a Category 2 Employee (see clause 8.1).

11.2 On becoming a Category 2 Employee the Employee will be paid a remuneration package determined by Telstra. The Employee's salary will be no less than the minimum salary rate for the Employee's Job Family and Band.

## **12. Remuneration for former Category 2 Employees who become Category 1 Employees**

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12.1 Clause 12.2 applies if a Category 2 Employee elects to become a Category 1 Employee (see clause 8.4).

12.2 On becoming a Category 1 Employee the Employee will be paid the greater of:

- (a) the Company Rate for the relevant core job; and
- (b) an Actual Salary equal to the Company Rate for the relevant core job plus any grandfathered allowance they were receiving just before the Employee became a Category 2 Employee.

### **13. Relationship to awards**

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#### *Category 1 Employees*

- 13.1 Clauses 13.2 and 13.3 apply to Category 1 Employees only.
- 13.2 This Agreement incorporates by reference the following awards as in operation immediately before the Commencement Date:
- (a) Telstra Corporation General Conditions Award 2001;
  - (b) Telstra/CPSU Award 2001;
  - (c) Telstra/APESMA Award 2001;
  - (d) Telstra/AMWU Award 2001;
  - (e) Telstra/CEPU Technical and Trades Staff (Salaries and Specific Conditions of Employment) Award 2001;
  - (f) Telstra/CEPU Lines and General (Salaries and Specific Conditions of Employment) Award 2001; and
  - (g) Telstra/CEPU Operators (Salaries and Specific Conditions of Employment) Award 2001,
- (together the **Relevant Awards**).
- 13.3 This Agreement overrides the operation of the Relevant Awards to the extent of any inconsistency.

#### *Category 2 Employees*

- 13.4 The Relevant Awards do not apply to any Category 2 Employees.

### **14. Interpretation**

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- 14.1 Unless expressly stated to the contrary, a reference in this Agreement to:
- (a) AWA, means an individual agreement-based transitional instrument that was, when made, an Australian Workplace Agreement;

- (b) Eligible Casual Employee means a casual Employee who (1) has been employed by Telstra on a regular and systematic basis for a sequence of periods of employment during a period of at least 12 months; and (2) has a reasonable expectation of continuing employment by Telstra on a regular and systematic basis;
- (c) Employees means Category 1 Employees and Category 2 Employees;
- (d) ITEA, means an individual agreement-based transitional instrument that was, when made, an Individual Transitional Employment Agreement;
- (e) Telstra Policy, means the relevant policy as varied from time to time; and
- (f) the *Fair Work Act 2009* or *Fair Work Regulations 2009*, unless otherwise stated is to be read as referring to the Act or the Regulations or their successors as amended from time to time.

14.2 Unless expressly stated to the contrary, a reference in this part of the Agreement (Operation of this Agreement) to 'covers' or 'applies' (or their derivatives) is a reference to those words as defined in the *Fair Work Act 2009* and *Fair Work (Transitional Provisions and Consequential Amendments) Act 2009*.

# COMMON ARRANGEMENTS

## **Section A: Employment arrangements**

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### **15. Employment types**

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#### *Types of work arrangements*

15.1 Telstra may employ the following work arrangements:

- (a) full time;
- (b) part time;
- (c) casual (Category 2 only); or
- (d) for a fixed period or specific project.

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

#### *Part time employment*

15.3 A part time Employee is engaged to work fewer than 36 <sup>3</sup>/<sub>4</sub> hours per week.

15.4 A part time Employee will be eligible for the benefits of this Agreement on a pro-rata basis.

### **16. Movement of Employees**

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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.

## Section B: Hours of work

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### 17. Hours of work

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#### *Full time Employees*

- 17.1 A full time Employee's ordinary hours of work (other than a shift worker) will be 36 <sup>3</sup>/<sub>4</sub> hours per week, worked between 7.00am and 7.00pm, Monday to Friday. If the Employee works in the Northern Territory, the daily span will start and finish half an hour earlier.

#### *Part time Employees*

- 17.2 A part time Employee's ordinary hours of work (other than a shift worker) will be worked between 7.00am and 7.00pm, Monday to Friday. A part time Employee's minimum daily hours of part time work will be no less than three hours. Telstra and the Employee may vary the part time hours of work by agreement.
- 17.3 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.
- 17.4 Telstra may vary the pattern of an Employee's part time hours by giving the Employee at least seven days' notice (or fewer than seven days if the Employee agrees). The Employee's manager will discuss any variation with the Employee, and will take into account the Employee's preferences and personal circumstances (including family/carer responsibilities).
- 17.5 A part time Employee may request a variation of his or her hours. When assessing the request, Telstra will take into account the Employee's preferences and personal circumstances (including family/carer responsibilities).
- 17.6 A part time Employee will have reasonably predictable hours of work.

### *Hours of work for shift workers*

17.7 An Employee may be required to work shift work. The ordinary hours of work for shift work will:

- (a) not exceed 36  $\frac{3}{4}$  hours per week or an average of 36  $\frac{3}{4}$  hours per week over a cycle of shifts for full time staff;
- (b) be less than 36  $\frac{3}{4}$  hours per week or an average of less than 36  $\frac{3}{4}$  hours per week over a cycle of shifts for part time staff.

17.8 For information in relation to the payment of shift work, please refer to clause 54 for Category 1 Employees and clause 76 for Category 2 Employees.

### *Start and finish times*

17.9 An Employee's manager will advise the Employee of their work days and start and finish times, including any shift arrangements. These may change from time to time.

### *Overtime*

17.10 Telstra may require an Employee to work reasonable overtime. An Employee may refuse to work overtime if the overtime is unreasonable.

17.11 In deciding whether an Employee will be reasonably requested to work overtime, or whether an Employee's refusal of the request is reasonable, Telstra will consider factors set out in the National Employment Standards including, but not limited to:

- (a) the nature of the work and Telstra's operational requirements;
- (b) the Employee's personal circumstances including family/carer responsibilities; and
- (c) the amount of notice provided to the Employee.

17.12 For information in relation to the payment of overtime, please refer to clauses 55 and 56 for Category 1 Employees and clause 77 and 78 for Category 2 Employees.

### *Method of working ordinary hours*

- 17.13 Ordinary hours may be worked in any pattern which provides for an average of 36 <sup>3</sup>/<sub>4</sub> hours per week with the exception of Employees engaged in arrangements in accordance with 58.1.
- 17.14 In setting an Employee's hours of work and rosters, Telstra will take into account the personal circumstances of individual Employees (including family/carer 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.

### *Meal break*

- 17.15 There will be an unpaid meal break after no longer than five hours of continuous work. The meal break will be at least 30 minutes in length and no more than one hour, except for Category 1 Employees 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.

## **Section C: Leave entitlements**

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### **18. Leave - general**

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- 18.1 An Employee's accrued leave balances immediately before the Commencement Date will continue to be recognised under this Agreement.
- 18.2 In this Section C:
- (a) the term **immediate family** means:
    - (i) a spouse, de facto partner, child, parent, grandparent, grandchild or sibling of the Employee; or
    - (ii) a child, parent, grandparent, grandchild or sibling of a spouse or de facto partner of the Employee.

- (b) the term **de facto partner**:
  - (i) means a person who, although not legally married to the Employee, lives with the Employee in a relationship as a couple on a genuine domestic basis (whether the Employee and the person are of the same or different sexes); and
  - (ii) includes a former de facto partner of the Employee.
- (c) a member of the Employee's **household** means a person who normally lives at the same residence as the Employee.
- (d) the term **primary carer** means the parent that assumes the principal role of providing care and attention to the child. A **secondary carer** is the parent not assuming the principal role of providing care and attention to the child.

## **19. Calculation of leave benefits**

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- 19.1 An Employee's leave benefits will be calculated based on:
  - (a) the Employee's Actual Salary (for Category 1 Employees); or
  - (b) the Employee's Fixed Remuneration (for Category 2 Employees).
- 19.2 Employees' leave benefits expressed in this Agreement are for full time Employees working standard hours.
- 19.3 Employees who work non-standard hours will be entitled to equivalent leave benefits to those set out for Employees working standard hours, which benefits shall be calculated on an hourly basis. By way of example, Employees who work an average  $36\frac{3}{4}$  hour week (but who work a 9-day fortnight, or 12 hour shifts) , would receive 147 hours' annual leave (four weeks x  $36\frac{3}{4}$  hours) and  $110\frac{1}{4}$  hours' personal/carer's leave (15 days x [ $36\frac{3}{4}$  hours ÷ 5]).

## **20. Annual leave**

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### *Annual leave entitlement*

- 20.1 An Employee will receive four weeks' paid annual leave each year or up to five weeks' paid annual leave for a continuous shift worker in accordance with clause 20.7.

### *Taking annual leave*

- 20.2 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.
- 20.3 Telstra may direct an Employee to take annual leave provided the direction is reasonable. Examples of a reasonable direction include:
- (a) where Telstra is shutting down all or part of its business for a period (such as over Christmas/New Year);
  - (b) where an Employee has accrued in excess of six weeks' annual leave and the Employee will not be required to decrease their annual leave balance below four weeks.
  - (c) where an Employee who is eligible for an extra week's leave under clause 20.7 as a continuous shift worker has accrued in excess of seven weeks' annual leave and the Employee will not be required to decrease their annual leave balance below five weeks.
- 20.4 If the period during which an Employee takes paid annual leave includes a period of any other paid leave (eg. personal/carer's leave), the Employee is taken not to be on paid annual leave for that period of other paid leave.

### *Cashing out annual leave*

- 20.5 If an Employee has five weeks' or more annual leave accrued, the Employee may choose to cash out up to a maximum of two weeks' annual leave, provided that the Employee's remaining accrued entitlement to paid annual leave would not result in being less than four weeks' annual leave. The request to cash out their annual leave must be in writing. Telstra Policy applies to the payment of the benefit and procedures for requesting the benefit.

### *Buying extra annual leave*

- 20.6 An Employee may apply to forego payment of part of their Actual Salary (Category 1 Employees) or Fixed Remuneration (Category 2 Employees), and where approved Telstra will credit the Employee with additional annual leave. The request to buy extra annual leave must be in writing. Telstra Policy applies to the payment of the benefit and procedures for requesting the benefit.

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

- 20.7 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 fewer than 10 Sundays are worked as part of a seven day shift roster, additional leave will be proportionate (ie. ½ 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.
- 20.8 For information in relation to the payment of annual leave, please refer to clause 52 for Category 1 Employees and clause 73 for Category 2 Employees.

## **21. Personal/carer's leave**

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- 21.1 An Employee will receive 15 days' personal leave each year, which may be taken as either sick leave or a combination of sick leave and carer's leave. Any unused personal leave accumulates.
- 21.2 Paid personal/carer's leave is available for absence:
- (a) due to personal illness or injury; or
  - (b) where an Employee is required to care for an immediate family or household member who is sick.
- 21.3 An Employee will be entitled to up to a total of five days' paid personal/carer's leave in any calendar year without medical or other supporting evidence. However, medical or other supporting evidence must be provided:
- (a) for absences after the first five days' paid personal/carer's leave in the calendar year; or
  - (b) where a period of personal/carer's leave exceeds three consecutive days; or
  - (c) where an Employee's supervisor requests medical or other supporting evidence within a day of an Employee resuming work.

21.4 If:

- (a) an Employee's supervisor requests medical or other supporting evidence; and
- (b) an Employee has not sought medical evidence; and
- (c) the absence is one of the first five days of paid personal/carer's leave in the calendar year,

a statutory declaration will be satisfactory supporting evidence.

## **22. Bereavement/compassionate leave**

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22.1 An Employee will receive up to three days' paid bereavement/compassionate leave per occasion:

- (a) to spend time with a person who is a member of the Employee's immediate family or household who has either:
  - (i) sustained a personal injury that poses a serious threat to that person's life; or
  - (ii) contracted or developed a personal illness that poses a serious risk to that person's life; or
- (b) after the death of a member of the Employee's immediate family or household.

22.2 If Telstra so requests, the Employee must produce evidence of the requirement to take bereavement/compassionate leave.

## **23. Maternity leave**

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23.1 The terms and conditions of the *Maternity Leave (Commonwealth Employees) Act 1973* (as at the date that it ceased to apply to Telstra) continue to apply to Employees until this Agreement is terminated or replaced.

23.2 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 long service leave.

- 23.3 An Employee shall receive their Actual Salary (for Category 1 Employees) or Fixed Remuneration (for Category 2 Employees) during any period of paid maternity leave, and annual leave or long service leave referred to in clause 23.2.
- 23.4 Where the Employee is the primary carer, the Employee will receive a total of up to 12 months' maternity leave and, in accordance with Telstra Policy and relevant laws, may request an extension for a further period of up to 12 months' unpaid parental leave immediately following the end of the first period.
- 23.5 An Employee who wants to return to part time work (or any 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.

## **24. Parental leave**

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- 24.1 Parental leave is available to eligible Employees who have completed 12 months' continuous service (except in the case of an Employee who is a birth mother who accesses maternity leave under clause 23) in relation to the birth or adoption of a child under the age of 16, where the Employee has or will have a responsibility of care for the child.
- 24.2 Where the Employee is the primary carer, the Employee will receive a total of up to 12 months' parental leave, of which between one and six weeks, dependent on their responsibilities as carer, of that 12 months may be paid. In accordance with Telstra Policy and relevant laws, an Employee who is a primary carer may request an extension for a further period of up to 12 months' unpaid parental leave immediately following the end of the first period.
- 24.3 Where the Employee is the secondary carer, the Employee will receive a total of one week's paid parental leave, and up to a further two weeks' unpaid parental leave.
- 24.4 An Employee shall receive their Actual Salary (for Category 1 Employees) or Fixed Remuneration (for Category 2 Employees) during any period of paid parental leave.
- 24.5 Telstra Policy applies to the eligibility and payment of the benefit and procedures for requesting the benefit.

## **25. Long service leave**

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- 25.1 The terms and conditions of the *Long Service Leave (Commonwealth Employees) Act 1976* (as amended up until the date that it ceases to apply to Telstra) will continue to be applied to Employees, excluding casual Employees, until this Agreement is terminated or replaced.
- 25.2 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.

## **26. Community service leave**

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- 26.1 An Employee is entitled to take community service leave to undertake an eligible community service activity (as defined under the *Fair Work Act 2009*).
- 26.2 Eligible community service activities include jury service and certain voluntary emergency management activities.
- 26.3 Telstra Policy applies to the payment of the benefit and procedures for requesting the benefit.

## **27. Public holidays**

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- 27.1 An Employee will usually be entitled to a paid day off, but may be requested to work, on days declared as public holidays if the request is reasonable.
- 27.2 An Employee may refuse the request if the request is not reasonable or the refusal is reasonable.
- 27.3 In deciding whether an Employee will be reasonably requested to work on a public holiday, or whether an Employee's refusal of the request is reasonable, Telstra will consider factors set out in the National Employment Standards and Telstra Policy including, but not limited to:
- (a) the nature of the work and Telstra's operational requirements;

- (b) the Employee's personal circumstances including family/carer responsibilities; and
- (c) the amount of notice provided to the Employee.

## **Section D: Salary packaging**

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### **28. Salary packaging**

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- 28.1 From 1 October 2010 or the Commencement Date (whichever is the later), an Employee is eligible for the following in accordance with Telstra Policy:
- (a) salary packaging (including pre-tax superannuation contributions); and
  - (b) employee benefits under the MyRewards program (or successor).
- 28.2 Where an Employee elects to salary sacrifice in accordance with this clause, Telstra will deduct a pre-tax amount (and where applicable, any amount that Telstra incurs in respect to taxation) from the Employee's Actual Salary (Category 1 Employees) or Fixed Remuneration (Category 2 Employees) and contribute it on their behalf for the purpose of the packaged benefit.
- 28.3 No election under this clause 28 will reduce the Employee's Actual Salary (Category 1 Employees) or Fixed Remuneration (Category 2 Employees) for the calculation of benefits under the Agreement.

## **Section E: Flexible work arrangements**

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### **29. Group facilitative agreements**

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- 29.1 The following provisions in clauses 29.2 to 29.9 below may be utilised where appropriate.

- 29.2 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 Employees perform their ordinary hours of work;
  - (b) the number of hours per day during which Employees perform their ordinary hours of work; or
  - (c) Employees' span of hours.
- 29.3 The ordinary hours of work (36¾ hours per week) may be calculated as the average of the hours worked over a cycle of no longer than four weeks with a minimum of two rostered days off in that period.
- 29.4 The limits within which clause 29.2 may apply are as follows:
- (a) for the days of the week - Monday to Sunday;
  - (b) for the number of hours per day - between 6¾ hours and 10 hours per day; and
  - (c) for the span of hours - 7.00am to 7.00pm.
- 29.5 If as part of a workgroup an Employee makes an agreement under this clause, the Employee 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.
- 29.6 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.
- 29.7 Either a workgroup (through majority vote of Employees covered by an agreement made under this clause), or their 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 (eg. shift closure payouts).
- 29.8 If an agreement is made under this clause, it will override other provisions of this Agreement to the extent of any inconsistency.
- 29.9 If immediately prior to the commencement of this Agreement an Employee is party to a facilitative agreement, the facilitative agreement

will continue to operate and can be terminated in accordance with clause 29.7.

### **30. Individual flexibility agreements**

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- 30.1 Telstra and an Employee may agree to make an individual flexibility agreement to vary the effect of terms of the Agreement if:
- (a) the agreement deals with one or more of the following matters:
    - (i) arrangements about when work is performed;
    - (ii) overtime rates;
    - (iii) penalty rates;
    - (iv) allowances;
    - (v) leave loading; and
  - (b) the arrangement meets the genuine needs of Telstra and the Employee and is genuinely agreed to by Telstra and the Employee.
- 30.2 Telstra must ensure that the terms of the individual flexibility agreement:
- (a) are about permitted matters under section 172 of the *Fair Work Act 2009*; and
  - (b) are not unlawful terms under section 194 of the *Fair Work Act 2009*; and
  - (c) result in the Employee being better off overall than the Employee would be if no agreement was made.
- 30.3 An Employee may have an employee representative to support them in any discussions with their Telstra supervisor/manager.
- 30.4 The flexibility agreement must be in writing, include the names of Telstra and the Employee and be signed by Telstra and the Employee or if the Employee is under 18 years of age, signed by a parent or guardian of the Employee.
- 30.5 The flexibility agreement must include details of:
- (a) the terms of the Agreement that will be varied by the flexibility agreement;

- (b) how the flexibility agreement will vary the effect of the terms of the Agreement;
  - (c) how the Employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the flexibility agreement; and
  - (d) the day on which the flexibility agreement commences.
- 30.6 Telstra will give the Employee a signed copy of the flexibility agreement within 14 days after it is agreed to.
- 30.7 Telstra or the Employee may terminate the individual flexibility agreement:
- (a) by giving 28 days written notice to the other party to the flexibility agreement, or
  - (b) if Telstra and the Employee agree in writing – at any time.

### **31. Additional flexible work arrangements**

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- 31.1 An Employee who is a parent, or who has responsibility for the care, of a child who is either under school age or is under 18 and has a disability, may request a change in working arrangements. Examples of changes in working arrangements include changes in hours of work, changes in patterns of work and changes in location of work.
- 31.2 This clause only applies to an Employee if, immediately before making the request, the Employee is either a permanent Employee with at least 12 months' continuous service or an Eligible Casual Employee.
- 31.3 Any request for a change in working arrangements must be made in accordance with Telstra Policy.
- 31.4 The request must be in writing and set out the details of the change sought and the reasons for the change.
- 31.5 Telstra may only refuse the request on reasonable business grounds.
- 31.6 Telstra will provide a written response within 21 days including reasons for any refusal to request.

## Section F: Consultation

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### 32. Consultation: workplace change

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- 32.1 The Parties recognise that the telecommunications industry is becoming more competitive and continues to be subject to significant change.
- 32.2 Against this background, Telstra remains committed to providing secure employment for Employees in a manner consistent with prudent management.
- 32.3 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.
- 32.4 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.
- 32.5 Telstra will consult with the Employees affected and their union(s) on the introduction of the changes referred to in clause 32.4, the effect the changes are likely to have on the 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.
- 32.6 The affected Employees may appoint a representative for the purposes of the procedures in this term.

### **33. Consultation: performance principles**

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- 33.1 Telstra representatives and representatives of the CEPU, CPSU and APESMA will meet on a quarterly basis (or at such other times as agreed) to discuss and review the following as applies to Employees covered by this Agreement:
- (a) Telstra's performance management principles;
  - (b) performance pay arrangements (including the annual remuneration review set out in clause 72); and
  - (c) other relevant matters in regards to Telstra's performance principles.
- 33.2 Telstra will consider and respond to issues raised during the quarterly consultation meetings.
- 33.3 The consultation obligations in this clause relate solely to consultation between Telstra and representatives of the CEPU, CPSU and APESMA about the above matters, as they apply at an organisational level, and not performance management or pay issues that may apply to an individual Employee.

## **Section G: Employee support and workplace delegates**

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### **34. Employee support and workplace delegates**

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- 34.1 Union membership is a matter of employee choice. Telstra respects freedom of choice and an employee's choice to join or not join a union.
- 34.2 Telstra recognises that Employees are entitled to be supported by their union, or any other representative of their choice, in relation to matters affecting their employment.
- 34.3 Telstra acknowledges and respects the role played by workplace delegates supporting union members.
- 34.4 Workplace delegates, when acting on behalf of the union, have the right to be treated fairly and to perform their role as a workplace delegate without any discrimination in their employment.

- 34.5 Unions and workplace delegates recognise the importance of customer service in the success of Telstra and will ensure that their activities do not impact on the efficient operation of Telstra.
- 34.6 Telstra and the unions will comply with the terms of the *Fair Work Act 2009* regarding right of entry.

### **35. Eligible workplace delegates and union training**

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- 35.1 An eligible workplace delegate is defined as a person who is authorised by one of the Telstra unions (CEPU, CPSU or APESMA) to perform the role of workplace delegate.
- 35.2 Eligible workplace delegates, as nominated by the Telstra unions, will be able to attend formal union training courses in workplace relations under this Agreement. An eligible workplace delegate will be entitled to, and Telstra will grant, up to a maximum of three days per calendar year paid union training leave, within an overall limit of 90 days, per calendar year, in totality across the membership of the CEPU, CPSU and APESMA.
- 35.3 A workplace delegate must give Telstra six weeks' notice of their intention to attend such courses and the leave to be taken, or such shorter period of notice as Telstra may agree to accept.
- 35.4 The notice to Telstra will include details of the type, content and duration of the course to be attended.
- 35.5 The taking of such leave will be arranged having regard to the operational requirements of Telstra so as to minimise any adverse effect on those requirements.
- 35.6 An eligible workplace delegate taking such leave will be paid all ordinary time earnings which normally become due and payable during the period of leave.
- 35.7 Leave of absence granted pursuant to this clause will count as service for all purposes of this Agreement.

## Section H: Dispute avoidance/resolution

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### 36. Dispute avoidance/resolution

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- 36.1 The Parties are committed to avoiding industrial disputation about the application of this Agreement.
- 36.2 This clause sets out the procedures to be followed for avoiding and resolving disputes about matters arising under this Agreement and in relation to the National Employment Standards between Telstra and the Employees covered by it. However, this clause does not apply in relation to disputes about whether Telstra has reasonable business grounds to refuse a request for flexible work arrangements or a request for extended parental leave under the National Employment Standards.
- 36.3 Telstra aims to provide a productive, 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.
- 36.4 Telstra acknowledges the right of employees to seek the assistance of a representative of their choice who may become involved in the discussion at any stage of the process.
- 36.5 Where an Employee or more than one Employee seeks assistance in the resolution of a dispute about a matter arising under this Agreement or the National Employment Standards, in the first instance the matter may be raised with their immediate supervisor who will attempt to resolve the problem within two working days.
- 36.6 If the matter remains unresolved, it may be taken to the supervisor's manager who will seek resolution within two working days, failing which the assistance of a more senior manager may be sought.
- 36.7 If the matter has not been progressed to the satisfaction of the parties to the dispute within six working days from the time it was first raised with the supervisor, it may be referred to the relevant (Executive) Director Human Resources of the Business Unit and the Director Workplace Relations, for resolution within five working days. During the period referred to in clauses 36.1 to 36.7 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.

- 36.8 If the dispute about a matter arising under this Agreement or the National Employment Standards remains unresolved, either party may refer the matter to Fair Work Australia (or its successor) for conciliation. The role of Fair Work Australia is limited to providing assistance to the parties in an attempt to address and, if possible, resolve the matter in dispute by conciliation as quickly as possible.
- 36.9 If conciliation fails to resolve the matter, and if at the conclusion of conciliation Fair Work Australia indicates in writing to the parties that it considers arbitration of the dispute about a matter arising under this Agreement or the National Employment Standards to be appropriate, then a party may request Fair Work Australia to, and Fair Work Australia will, determine the matter by arbitration.
- 36.10 The Parties agree that the Director Workplace Relations and the Employee's representative (which may be a union official) may agree to waive these time limits in whatever manner is necessary to aid dispute resolution.
- 36.11 Nothing in these procedures will prejudice the position of a party in a genuine health and safety situation.

## **Section I: Redundancy arrangements**

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### **37. Redundancy principles**

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- 37.1 The Parties agree that the following principles reflect their shared objectives:
- (a) where redundancies occur, processes for separation are fair, and based on respect for the individual;
  - (b) whilst recognising that long term job security cannot be guaranteed, providing access to job opportunities for Employees whose job is redundant within Telstra and in the industry generally is the objective;
  - (c) Telstra retains the discretion in the selection of Employees for redundancy and retrenchment.
- 37.2 Section I applies to redundancies notified (under clauses 39.1, 40.1 or 41.2) on or after the Commencement Date. The Telstra Redundancy Agreement 2002 (or other relevant industrial instrument(s) under which

the redundancies were first notified) will continue to apply to any redundancies notified before the Commencement Date.

### **38. Definition of redundancy**

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- 38.1 An Employee's job may be redundant where:
- (a) for operational, economic, technological, or structural reasons, the requirement to carry out work of a particular kind has ceased or has been significantly reduced and no other commensurate role is available; or
  - (b) Telstra has determined that the function being undertaken by the Employee will no longer be undertaken by Telstra or at that location by Telstra.
- 38.2 An entitlement to the retrenchment payments set out in this section will only arise where and when an Employee whose job is redundant is retrenched by Telstra. Telstra retains the discretion as to whether an Employee is retrenched.
- 38.3 The processes under this Agreement will not be stayed, extended or interrupted in any way by any period of sick leave or absence from the workplace (for any reason) by an Employee. This clause will not affect the rights of an Employee under any other law.

### **39. Individual retrenchment**

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- 39.1 Where the job of an Employee is redundant and Telstra has decided to retrench the Employee, Telstra will (as soon as practicable after making this decision and, in any event, before retrenching the Employee) notify the Employee and the appropriate office of the union entitled to represent the Employee, about:
- (a) the proposed retrenchment and the reasons for it; and
  - (b) the time when the proposed retrenchment will be effected.
- 39.2 An Employee advised of retrenchment under clause 39.1 will have a seven day "cooling off" period to have the opportunity to:
- (a) obtain personal assistance from Telstra's Employee Assistance Program;

- (b) obtain an estimate of redundancy entitlements and superannuation benefits;
- (c) confer with their union or other appropriate representative;
- (d) consider redeployment and other employment opportunities;
- (e) consider and lodge an appeal under clause 46; and
- (f) decide whether to be retrenched at the conclusion of the "cooling off" period and be paid upon retrenchment:
  - (i) the payments outlined in clause 45;
  - (ii) a \$4500 gross payment to conduct their own job search program;
  - (iii) the equivalent of two weeks' pay; and
  - (iv) payment in lieu of notice (four weeks and an additional week if required under the *Fair Work Act 2009*).

39.3 Where an Employee has not elected to be retrenched at the conclusion of the "cooling off" period under clause 39.2(f), they will be retrenched 14 days after the conclusion of the "cooling off" period and will be paid upon retrenchment:

- (a) the payments outlined in clause 45; and
- (b) a \$4500 gross payment to conduct their own job search program; and
- (c) payment in lieu of notice (four weeks and an additional week if required under the *Fair Work Act 2009*).

#### **40. Selection within a group**

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40.1 Where Telstra needs to select one or more Employees for retrenchment from a group of Employees performing the same job, it will (as soon as practicable after making this decision and, in any event, before retrenching the Employee/s) notify the Employee/s and the appropriate office of the union entitled to represent the Employee/s about:

- (a) the proposed retrenchment/s and the reasons for it/them;
- (b) the number and categories of Employees likely to be affected; and
- (c) the time/s when, or the period/s over which the proposed retrenchment/s will be effected.

- 40.2 Telstra will use criteria to fairly and objectively assess and rank the Employees based on merit only and, once the assessment and ranking is complete, consider only the ranking of the Employees when selecting Employee/s for retrenchment.
- 40.3 The assessment, ranking and selection process will be conducted over a minimum period of seven days and will conclude within a maximum of 21 days, as appropriate, after providing notification of the proposed retrenchment/s.
- 40.4 At the conclusion of the assessment, ranking and selection process Telstra will advise the selected Employee/s of their decision.
- 40.5 An Employee advised of retrenchment under clause 40.4 will have a seven day "cooling off" period to have the opportunity to:
- (a) obtain personal assistance from Telstra's Employee Assistance Program;
  - (b) obtain an estimate of redundancy entitlements and superannuation benefits;
  - (c) consider redeployment and other employment opportunities;
  - (d) confer with their union or other appropriate representative;
  - (e) consider and lodge an appeal under clause 46; and
  - (f) decide whether to be retrenched at the conclusion of the "cooling off" period and be paid upon retrenchment:
    - (i) the payments outlined in clause 45;
    - (ii) a \$4500 gross payment to conduct their own job search program;
    - (iii) the equivalent of two weeks' pay; and
    - (iv) payment in lieu of notice (four weeks and an additional week if required under the *Fair Work Act 2009*).
- 40.6 Where an Employee has not elected to be retrenched at the conclusion of the "cooling off" period under clause 40.5(f), they will be retrenched 14 days after the conclusion of the "cooling off" period and will be paid upon retrenchment:
- (a) the payments outlined in clause 45; and
  - (b) a \$4500 gross payment to conduct their own job search program; and

- (c) payment in lieu of notice (four weeks and an additional week if required under the *Fair Work Act 2009*).

#### **41. Site function closure**

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- 41.1 In this clause a "site function" is a body of work which is readily identified and treated by Telstra as a substantial, distinct and discrete activity within a discrete geographical location.
  
- 41.2 Where Telstra has decided to close a site function and retrench all Employees at that site function, it will provide the Employees and appropriate office of the union entitled to represent the Employees at least six weeks' notification of the site function being closed. The notification will include information about:
  - (a) the proposed retrenchment/s and the reasons for it/them;
  - (b) the number and categories of Employees likely to be affected; and
  - (c) the time/s when, or the period/s over which the proposed retrenchment/s will be effected.
  
- 41.3 An Employee advised of retrenchment under clause 41.2 will have the opportunity to:
  - (a) obtain personal assistance from Telstra's Employee Assistance Program;
  - (b) obtain an estimate of redundancy entitlements and superannuation benefits;
  - (c) consider redeployment and other employment opportunities; and
  - (d) confer with their union or other appropriate representative.
  
- 41.4 Employees will be retrenched at the date of the closure of the site function (or earlier by agreement between Telstra and the Employee), and will be paid upon retrenchment:
  - (a) the payments outlined in clause 45; and
  - (b) a \$4500 gross payment to conduct their own job search program; and
  - (c) payment in lieu of notice (four weeks and an additional week if required under the *Fair Work Act 2009*).

## **42. Voluntary retrenchment**

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- 42.1 At Telstra's sole discretion, applications for voluntary redundancy may be considered as part of redundancy processes in this Section of the Agreement.
- 42.2 Nothing in this Agreement will require Telstra to accept any application for voluntary retrenchment.
- 42.3 During the selection process outlined in clauses 40.2 and 40.3 Telstra will seek applications for voluntary retrenchment from the Employees within the group from which the selection is to be made and, before selection is completed, consider any application for voluntary retrenchment.
- 42.4 Should an application for voluntary retrenchment be accepted by Telstra the Employee will be retrenched at the conclusion of seven days from the date of acceptance and will be paid upon retrenchment;
- (a) the payments outlined in clause 45; and
  - (b) a \$4500 gross payment to conduct their own job search program; and
  - (c) payment in lieu of notice (four weeks and an additional week if required under the *Fair Work Act 2009*).

## **43. Consultation**

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- 43.1 The union/s notified about the proposed retrenchment/s in accordance with clause 39.1, 40.1 or 41.2 will be given an opportunity to consult with Telstra on;
- (a) measures to avert the proposed retrenchment/s; and
  - (b) measures to mitigate the adverse effects of the proposed retrenchments.
- 43.2 Any consultation around these issues will conclude two weeks after the notification has been given.

## **44. Redeployment**

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- 44.1 Where an Employee notified of proposed retrenchment advises Telstra that they wish to seek redeployment, Telstra will assist the Employee to endeavour to find another job at Telstra and may allow the Employee to work through all or part of their notice period to continue their job search (up to the date of the proposed retrenchment).
- 44.2 Where an Employee works through part or all of their notice period, they will be paid the balance (if any) of the applicable notice payment upon their retrenchment.

### *Category 1 Employees*

- 44.3 Clauses 44.4 to 44.7 apply where a Category 1 Employee is accepted for another suitable job at Telstra after the Employee is notified of retrenchment.
- 44.4 Where the Category 1 Employee's applicable Actual Salary for the job to which the Employee is to be redeployed is lower than the applicable Actual Salary for the Employee's redundant job, the Employee may elect either:
- (a) to accept the redeployment job and be paid in accordance with clauses 44.5 to 44.7; or
  - (b) decline the redeployment job and, if not accepted for another suitable job, be retrenched and be paid the retrenchment benefits set out in this Section of the Agreement.
- 44.5 Where a Category 1 Employee accepts a redeployment job, the Employee will be paid:
- (a) the Company Rate for the redeployment job; or
  - (b) if the redeployment job is in the same Workstream as the Employee's redundant job and is classified either one or two Bands lower than the Employee's redundant job, the Company Rate for the Employee's redundant job.
- 44.6 If a Category 1 Employee accepts a redeployment job and clause 44.5(b) applies, the Employee will not be entitled to any increase in the Employee's Actual Salary until the applicable Company Rate for the redeployment job is equal to or exceeds the Employee's Company Rate for the Employee's redundant job.

- 44.7 Where a Category 1 Employee is in receipt of a Grandfathered Allowance at the time of redeployment, their Actual Salary will not be reduced and their Grandfathered Allowance will adjust up or down, in accordance with the job movement rules set out at clauses 65 to 66.

#### *Category 2 Employees*

- 44.8 Clause 44.9 applies where a Category 2 Employee is accepted for another suitable job at Telstra after the Employee is notified of retrenchment.
- 44.9 Where the Category 2 Employee's Fixed Remuneration for the job to which the Employee is to be redeployed is lower than the Employee's Fixed Remuneration for the Employee's redundant job, the Employee may elect either:
- (a) to accept the redeployment job and be paid the applicable Fixed Remuneration for that job; or
  - (b) decline the redeployment job and, if not accepted for another suitable job, be retrenched and be paid the retrenchment benefits set out in this Section of the Agreement.

### **45. Retrenchment benefit**

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- 45.1 An Employee's retrenchment benefit will be calculated based on:
- (a) the Employee's Actual Salary (for Category 1 Employees) or Fixed Remuneration (for Category 2 Employees); and
  - (b) the Employee's continuous service as at the day the Employee's employment ends. Only service with Telstra (or service with another employer where Telstra has expressly agreed to recognise continuity of service) will count as continuous service for the purpose of calculating retrenchment benefits under this clause.
- 45.2 An Employee who is retrenched by Telstra will be paid the following redundancy benefits upon retrenchment:
- (a) four weeks' pay for each completed year of continuous service up to five years;
  - (b) three weeks' pay for each completed year of continuous service thereafter, plus a pro-rata payment for each completed month of continuous service since the last completed year of continuous service;

- (c) for Employees over 50 years of age, four weeks' pay for each year of service beyond 50 years of age, including pro-rata adjustment for each completed month of continuous service since the last completed year of continuous service; and
- (d) the minimum sum payable under this clause will be four weeks' salary and the maximum will be 80 weeks' salary.

45.3 For the purpose of calculating any payment under clause 45.2:

- (a) where an Employee has been acting in a higher position for a continuous period of at least 12 months immediately preceding the date on which the Employee receives notice of retrenchment, the salary level will be the Employee's Actual Salary (for Category 1 Employees) or Fixed Remuneration (for Category 2 Employees) in such higher position at that date;
- (b) where an Employee has, during 50% or more of pay periods in 12 months immediately preceding the date on which the Employee receives notice of retrenchment been paid an allowance for shift work, the weekly average (calculated over a year) amount of shift allowance received during the 12 month period will be counted as part of the Employee's Actual Salary (for Category 1 Employees) or Fixed Remuneration (for Category 2 Employees);
- (c) other allowances, being allowances in the nature of salary, may be included with the approval of Telstra.

45.4 An Employee who is retrenched by Telstra will also be entitled to the following benefits:

- (a) salary and superannuation payments up to the date of the Employee's cessation of employment (ie. amounts owing since the Employee's last pay);
- (b) accrued but untaken annual leave;
- (c) an amount equivalent to pro-rata long service leave after one year's continuous service; and
- (d) counselling and advisory services through the Employee Assistance Program in accordance with Telstra Policy.

45.5 Where an Employee is working part time on the date of termination, the service based component of their retrenchment benefit will be based on the weighted average of the Employee's part and full time service, which will not be less than the current part time status as at the date of termination.

## Section J: Retrenchment appeals

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### 46. Retrenchment appeals

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- 46.1 An Employee who is notified of their selection for proposed retrenchment may appeal their assessment, ranking and/or selection for retrenchment (unless the redundancy arises as a result of the closure of a site or a discrete function or activity at a particular site).
- 46.2 The Employee must lodge the appeal in writing within the seven day "cooling off" period after receiving the written notification of their proposed retrenchment. No appeals will be allowed outside this period.
- 46.3 The appeal must state the grounds of appeal in full. Any grounds not stated in the written appeal will not be considered on appeal.
- 46.4 A Telstra representative not involved in the original decision will be allocated the appeal to review along with any relevant documentation.
- 46.5 The Employee will be given an opportunity to be heard. The time, place and manner of this opportunity to be heard will be at the discretion of the Telstra representative who has been allocated the appeal. The appeal process shall not be delayed or stayed by a failure of an Employee to accept the opportunity to be heard.
- 46.6 The Telstra representative allocated the appeal will, within 10 business days, make a decision on the appeal and communicate the decision to the Employee. The decision will be to:
- (a) uphold the assessment, ranking and/or selection for retrenchment; or
  - (b) set aside the assessment, ranking and/or selection for retrenchment and remit the matter to the manager who made the assessment, ranking and/or selection to re-determine their decision in accordance with any recommendations made.
- 46.7 A decision under clause 46.6 may be escalated under clause 36 and, if so escalated, the matter will immediately proceed to the process outlined at clause 36.8.

- 46.8 The retrenchment process will be stayed until the decision is communicated under clause 46.6 but if the decision is to uphold the assessment, ranking and/or selection for retrenchment in accordance with clause 46.6(a), the amount payable to the Employee on retrenchment shall be reduced by the lesser of:
- (a) retrenchment entitlements equivalent to 10 days' Actual Salary (for Category 1 Employees) or Fixed Remuneration (for Category 2 Employees); or
  - (b) retrenchment entitlements equivalent to the Employee's Actual Salary (for Category 1 Employees) or Fixed Remuneration (for Category 2 Employees) payable for the period of the appeal.
- 46.9 An Employee may nominate a representative of their choice, including the union, at any stage of this process.

# TERMS AND CONDITIONS FOR CATEGORY 1 EMPLOYEES

## Section K: Definitions and interpretation for Terms and Conditions for Category 1 Employees

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### 47. Definitions and interpretation

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The meanings of the terms used in Terms and Conditions for Category 1 Employees are set out below.

<b>Term</b>	<b>Meaning</b>
Actual Salary	the salary that an Employee is actually paid.
Actual Salary – Calculation of Salary Related Benefits	an Employee’s Actual Salary will be the salary for all purposes in calculating benefits under this Agreement, including the calculation of redundancy, superannuation, long service leave and maternity leave entitlements.
Band	the level of a job within the relevant Workstream.
Company Rate	the annual rate of pay for jobs within a Band at any particular time.
Core Jobs	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.
Customer Field Workstream	Employees engaged in Customer Access Network ( <b>CAN</b> ) construction and/or in the end to end

<b>Term</b>	<b>Meaning</b>
<b>(CFW)</b>	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.
Customer Sales and Service Workstream <b>(CSSW)</b>	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.
Employee	when used in “Terms and Conditions for Category 1 Employees”, a Category 1 Employee.
Grandfathered Allowance	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. Any Grandfathered Allowance will be paid in accordance with this Agreement.
Grandfathered Employee	an Employee who is entitled to a Grandfathered Allowance as set out in this Agreement.
Grandfathered Employee’s Actual Salary	the sum of the Company Rate for their job plus their Grandfathered Allowance.
Increase Date 1	the date on which the first salary increase provided for in this Agreement is payable. This will be 1 July 2010.
Increase Date 2	the date on which the second salary increase provided for in this Agreement is payable. This will be 1 October 2010.

<b>Term</b>	<b>Meaning</b>
Increase Date 3	the date on which the third salary increase provided for in this Agreement is payable. This will be 1 July 2011.
Increase Date 4	the date on which the fourth salary increase provided for in this Agreement is payable. This will be 1 October 2011.
Performance Bonus	a bonus calculated and paid in accordance with clause 49.
Relevant Awards	those awards set out in clause 13.2.
Support Workstream ( <b>SW</b> )	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.
Technical Workstream ( <b>TW</b> )	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.
Technology Professional Workstream ( <b>TPW</b> )	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

Term	Meaning
	by longer term planning horizons. The work is undertaken within higher degrees of autonomy in determining the conceptual approach.
Telstra Job Evaluation and Classification System	the grading system that will apply to all jobs covered by Category 1 of this Agreement. It will involve the 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.
Workstream	a defined group of employees working in jobs which are operationally and organisationally associated within Telstra.

## Section L: What an Employee gets paid

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### 48. Salary increases

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- 48.1 The Company Rates that apply from the Commencement Date and at each Increase Date are set out in Schedule A to Terms and Conditions for Category 1 Employees.
- 48.2 On Increase Date 1, an Employee will receive a salary increase to the Company Rate for their Workstream and Band of 2%.
- 48.3 On Increase Date 2, an Employee will receive a salary increase to the Company Rate for their Workstream and Band of 2%.
- 48.4 On Increase Date 3, an Employee will receive a salary increase to the Company Rate for their Workstream and Band of 2%.
- 48.5 On Increase Date 4, an Employee will receive a salary increase to the Company Rate for their Workstream and Band of 2%.

48.6 Salary will be paid fortnightly in arrears.

#### **49. Telstra Performance Bonus**

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49.1 An Employee will receive a Performance Bonus calculated by reference to the following table and this clause 49 if the Employee receives an annual performance rating of Significantly Exceeds Expectations (**SE**) or Exceeds Expectations (**EE**) in a Performance Year (or as pro-rated for any part period of service by the Employee under Category 1 in that Year):

	Exceeds Expectations (EE)	Significantly Exceeds Expectations (SE)
Performance Year 1 1 July 2009 – 30 June 2010	1.5%	2.5%
Performance Year 2 1 July 2010 – 30 June 2011	1.5%	2.5%

49.2 Calculation of the Performance Bonus will occur:

- (a) for Performance Year 1, by applying the relevant percentage in the table above to the Employee's Company Rate under this Agreement immediately prior to Increase Date 1;
- (b) for Performance Year 2, by applying the relevant percentage in the table above to the Employee's Company Rate under this Agreement immediately prior to Increase Date 3.

49.3 An Employee's annual performance rating will be determined solely at Telstra's discretion.

49.4 The Performance Bonus amount is inclusive of any company superannuation contribution and will not form part of the Employee's Actual Salary, the Company Rates, or Actual Salary – Calculation of Salary Related Benefits.

## **50. Allowances (including Grandfathered Allowances)**

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- 50.1 The rates for the Allowances referred to in Schedule B to Terms and Conditions for Category 1 Employees are payable from the Commencement Date.
- 50.2 If on the date immediately prior to the Commencement Date, an Employee was being paid a Grandfathered Allowance under the Telstra Enterprise Agreement 2005-2008, then from the Commencement Date the Employee will be paid the Company Rate for his or her job plus the Grandfathered Allowance.

## **51. Calculation of other entitlements**

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All payments in clause 53 (public holidays), clauses 55 and 56 (overtime), clause 60 (shift work) and clause 3B of Schedule B to Terms and Conditions for Category 1 Employees (Essential customer servicing) will be calculated by reference to the Employee's Actual Salary.

## **52. Annual leave payment and loading**

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- 52.1 Payment for annual leave is the Employee's pay rate at the time they take annual leave plus any additional amount which they would have received for working ordinary hours on a shift or Saturday or Sunday had they not been on annual leave.
- 52.2 On the first occasion in a calendar year when an Employee takes annual leave, Telstra will pay the Employee an annual leave loading payment based on the following formula:
- 17.5% of the Employee's weekly pay at the time of the payment,  
as determined under clause 52.1
- multiplied by:
- the number of weeks of annual leave for which the Employee is entitled in that calendar year.
- 52.3 If an Employee does not take annual leave in a particular calendar year, the annual leave loading payment for that calendar year will be paid on the next occasion when the Employee takes annual leave.

- 52.4 The payment of 17.5% is subject to a maximum payment of the equivalent of the Australian Bureau of Statistics Male Average Weekly Total Earnings figure for the preceding September quarter.

### **53. Public holiday payment**

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- 53.1 Subject to clause 57 where an Employee works ordinary hours on a public holiday they will receive an additional payment at the rate of 150% for ordinary hours worked. This clause does not apply where clause 61 (Scheduled overtime worked from home) applies.

### **54. Payment for shift work**

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- 54.1 An Employee required to work shift work will be paid at the rates set out in this clause.
- 54.2 If an Employee works a shift where any part of the shift falls between 7.00pm and 7.00am, Monday to Friday, that Employee will receive an additional payment at 15% of their salary for all time worked on that shift.
- 54.3 If an Employee works a shift on a Saturday, that Employee will receive an additional payment at 50% of their salary for all time worked between the hours of midnight Friday and midnight Saturday on that shift.
- 54.4 If an Employee works a shift on a Sunday, that Employee will receive an additional payment at 100% of their salary for all time worked between the hours of midnight Saturday and midnight Sunday on that shift.
- 54.5 If an Employee works shifts and is required to work a shift that falls wholly within 6.00pm and 8.00am for a period greater than four weeks, that Employee will receive an additional payment of 30% of their salary for all time worked on that shift.

### **55. Payment for overtime: full time Employees**

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- 55.1 An Employee may be required, to work reasonable overtime. An Employee authorised to work overtime will be paid the overtime rates prescribed in clause 55.2.

55.2 An 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.

55.3 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.

## **56. Payment for overtime: part time Employees**

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56.1 A part time Employee may be requested, but not required, to work overtime. Overtime when worked and authorised will be paid at the rates in clause 55.2, after an Employee has worked ordinary hours equivalent to a full time Employee, or weekly hours exceeding 36¾ hours per week.

56.2 If a part time Employee works additional time, which is not overtime as defined, the additional time worked will be paid at the ordinary rate. For an Employee required to work shift work, this will be ordinary rate plus the shift penalty for the additional time worked.

56.3 Any additional hours paid at ordinary time will count for the pro-rata accrual of annual leave and sick leave.

## **57. Exemptions**

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57.1 If an Employee is engaged in a CSSW or SW job, and their Actual Salary (including Temporary Assignment Allowance) exceeds \$71,230 (at Commencement Date), \$72,654 (from Increase Date 1), \$74,107 (from Increase Date 2), \$75,589 (from Increase Date 3) and \$77,101 (from Increase Date 4) then the Employee will not be eligible to receive the payments prescribed in:

- (a) clauses 55, 56 and 61 (Overtime); and
- (b) clause 3B of Schedule B to Terms and Conditions for Category 1 Employees (Essential customer servicing); or

- (c) additional payments relating to rostered work on public holidays or excess travelling time contained in the Telstra Corporation General Conditions Award 2001.
- 57.2 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 following:
  - (a) payments prescribed in clauses 55, 56, 61 (Overtime) or 3B of Schedule B to Terms and Conditions for Category 1 Employees (Essential customer servicing); or
  - (b) additional payments relating to rostered work on public holidays or excess travelling time contained in the Telstra Corporation General Conditions Award 2001.
- 57.3 The exclusion in clause 57.2 does not apply to any CFW or TW Employee whose job is that of a technical specialist.
- 57.4 The exclusion in clause 57.2 does not apply to any TPW Employee whose job is that of a technical specialist graded at Band 9 or Band 10.

## **Section M: Scheduling arrangements**

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### **58. Method of working ordinary hours**

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Areas of Telstra which currently operate under the Flexible Working Hours Scheme (based on seven hours 21 minutes per day) or a nine day fortnight (consisting of eight 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 17.9, 17.14 and 59.

### **59. Committed scheduling**

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- 59.1 For Employees working ordinary hours between 7.00am and 7.00pm, Monday to Friday in Customer Call Centres, except for Employees covered by clauses 60.2 to 60.9, a Committed Scheduling arrangement will apply in accordance with clauses 59.2 to 59.11. Committed Scheduling covers the full range of work functions including call handling and non-call handling activities.

- 59.2 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 36¾ hours per week. Employees will be scheduled to work no more than 10 hours per day and no less than five hours per day.
- 59.3 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.
- 59.4 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.
- 59.5 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.
- 59.6 Employees will receive a minimum of seven 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.
- 59.7 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.
- 59.8 An Employee may initiate schedule swaps, subject to the prior approval of their supervisor/manager where there is no impact on the business.
- 59.9 Overtime will be paid where an Employee works beyond scheduled hours and the supervisor/manager does not facilitate time in lieu arrangements.
- 59.10 All unplanned leave will be recorded as equal to the amount of time an Employee was scheduled to work that day.
- 59.11 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 36¾ hour weekly average, their supervisor/manager will arrange time off in lieu.

## **60. Shift work**

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

- 60.1 If an Employee is in a CFW or TW job, the shift provisions set out in clauses 17.7 and 54 will apply, together with the provisions of clause 12.2 of the 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.

### *Shift scheduling for CSSW Employees in the Alchemy and Casino Outbound centres and Townsville Service Solutions*

- 60.2 For CSSW Employees working shift in the Alchemy and Casino Outbound centres and Townsville Service Solutions (or successors), clauses 60.3 to 60.9 will apply.
- 60.3 An Employee's supervisor/manager will determine the timing and the need for the introduction of shifts. An Employee will be scheduled to work no more than 10 hours per day, and no less than five hours per day.
- 60.4 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.
- 60.5 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 63 of this Agreement for the rest break arrangements).
- 60.6 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.
- 60.7 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.
- 60.8 An Employee may initiate schedule swaps, subject to the prior approval of their supervisor/manager where there is no impact on the business.

60.9 All unplanned leave will be recorded as equal to the amount of time the Employee is scheduled to work that day.

## **61. Scheduled overtime worked from home**

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61.1 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.

61.2 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.

61.3 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.

61.4 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.

61.5 Employees who are ineligible for overtime payment as described in clause 57 of this Agreement will not be paid under the provision of clause 61.2.

61.6 Clause 62.2 of this Agreement (Rest relief) applies to Employees who perform work under this clause.

## **62. Rest relief**

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

62.2 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.

- 62.3 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.
- 62.4 Notwithstanding the provisions of clause 62.2, 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.
- 62.5 The provisions of this clause do not apply where an Employee wishes to change their scheduled shift, and their manager agrees to the change.

### **63. Rest breaks**

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- 63.1 Where an Employee is employed in a CSSW job that was previously covered by the 'Telstra/CEPU Operators/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.
- 63.2 Subject to clause 63.1, Employees in E000, and Service Solutions Townsville (or successors) may take the following additional rest breaks:
- (a) 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.
  - (b) 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.
  - (c) A rest break commences when an Employee unplugs and concludes when an Employee plugs in again.
- 63.3 Subject to clause 63.1, Employees in the Alchemy and Casino Outbound centres (or successors) may take the following rest breaks:
- (a) 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; and
  - (b) rest breaks may be staggered for business reasons during inbound marketing campaigns.

## Section N: Workstream arrangements

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### 64. Workstream principles

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#### *Workstream allocation*

- 64.1 An Employee's job is allocated to a Workstream. The Workstream definitions are contained in Section K (Definitions and interpretation for Terms and Conditions for Category 1 Employees) of this Agreement.

#### *Workstream principles*

- 64.2 The following Workstream principles apply to the operation of the Workstreams and the 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 included with this Agreement when it is lodged with Fair Work Australia.

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

- 64.3 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.
- 64.4 As part of the job evaluation and classification process, managers will design any new jobs that will go into the Workstream. Should the parties (being Telstra and any Employee to whom the new job applies) 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) the Employee or a nominee representative of the Employee/s (which may be the union).
- 64.5 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.

64.6 Core Jobs will not be changed or altered during the period of operation of this Agreement. Notwithstanding this clause, Telstra and the unions covered by this Agreement may agree to review the core jobs during the life of this Agreement.

## **65. Job movement rules – voluntary transfer and promotion**

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65.1 Subject to clause 65.2, if an Employee chooses to move to another job or is promoted:

- (a) to a job in another Workstream or Band under this Agreement, they will be paid the Company Rate for the new job; or
- (b) to a job in another part of Telstra not covered by this Agreement, they will cease to be covered by this Agreement and be paid the appropriate rate of pay under the applicable terms and conditions for that job.

65.2 If a Grandfathered Employee chooses to move to another job or is promoted to a job in another Workstream or Band under this Agreement:

- (a) the Grandfathered Employee's 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).

65.3 If a Grandfathered Employee chooses to move to another job or is promoted to a job in another part of Telstra not covered by this Agreement, they will cease to be covered by this Agreement but:

- (a) the Grandfathered Employee's Actual Salary will not be reduced;
- (b) they will be paid the appropriate rate of pay under the applicable terms and conditions for that job; and
- (c) to ensure that their Actual Salary is retained, any Grandfathered Allowance that they previously received will automatically adjust (up or down).

## **66. Job movement rules - Telstra initiated transfers**

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- 66.1 If an Employee is transferred by Telstra to a new job covered by this Agreement, where the work is substantially the same, the following provisions will 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.
- 66.2 Subject to obtaining the Employee's consent for relocation interstate, if Telstra relocates an Employee then the Employee will be provided with relocation assistance in accordance with Telstra Policy.
- 66.3 Subject to clauses 67 and 68, 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.

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

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### *Structure of CFW Work*

- 67.1 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.

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

- 67.2 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.

- 67.3 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.
- 67.4 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.

*Log on and travel arrangements*

- 67.5 Log on and travel arrangements for CFW Employees will be in accordance with Schedule C to Terms and Conditions for Category 1 Employees.

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

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- 68.1 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.
- 68.2 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.
- 68.3 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.

## SCHEDULE A TO TERMS AND CONDITIONS FOR CATEGORY 1 EMPLOYEES – COMPANY RATES

Workstream Classification	Commencement Date	Increase Date 1 2%	Increase Date 2 2%	Increase Date 3 2%	Increase Date 4 2%
<b>CSSW</b>					
Band 1	\$37,838	\$38,595	\$39,367	\$40,154	\$40,957
Band 2	\$39,730	\$40,525	\$41,335	\$42,162	\$43,005
Band 3	\$42,252	\$43,098	\$43,959	\$44,839	\$45,735
Band 4	\$43,512	\$44,382	\$45,270	\$46,175	\$47,099
Band 5	\$45,405	\$46,313	\$47,240	\$48,184	\$49,148
Band 6	\$55,496	\$56,606	\$57,738	\$58,893	\$60,071
Band 7	\$60,541	\$61,752	\$62,987	\$64,247	\$65,532
Band 8	\$65,586	\$66,898	\$68,236	\$69,600	\$70,992
<b>SW</b>					
Band 1	\$38,696	\$39,470	\$40,259	\$41,064	\$41,886
Band 2	\$41,788	\$42,624	\$43,477	\$44,346	\$45,233
Band 3	\$43,373	\$44,241	\$45,126	\$46,028	\$46,949
Band 4	\$45,254	\$46,159	\$47,083	\$48,024	\$48,985
Band 5	\$49,313	\$50,299	\$51,305	\$52,331	\$53,378
Band 6	\$54,414	\$55,502	\$56,612	\$57,745	\$58,899
Band 7	\$59,682	\$60,876	\$62,093	\$63,335	\$64,602
Band 8	\$66,415	\$67,744	\$69,098	\$70,480	\$71,890
Band 9	\$72,999	\$74,459	\$75,949	\$77,468	\$79,017
Band 10	\$84,667	\$86,360	\$88,088	\$89,849	\$91,646
Band 11	\$89,197	\$90,981	\$92,801	\$94,657	\$96,550
<b>TW</b>					
Band 1	\$37,890	\$38,648	\$39,421	\$40,209	\$41,013
Band 2	\$45,683	\$46,596	\$47,528	\$48,479	\$49,448
Band 3	\$49,050	\$50,031	\$51,031	\$52,052	\$53,093
Band 4	\$53,572	\$54,644	\$55,737	\$56,852	\$57,989
Band 5	\$60,669	\$61,882	\$63,120	\$64,382	\$65,670
Band 6	\$63,350	\$64,617	\$65,910	\$67,228	\$68,572

Workstream Classification	Commencement Date	Increase Date 1 2%	Increase Date 2 2%	Increase Date 3 2%	Increase Date 4 2%
<b>TW</b>					
Band 7	\$66,094	\$67,416	\$68,764	\$70,139	\$71,542
Band 8	\$73,053	\$74,514	\$76,005	\$77,525	\$79,075
Band 9	\$82,139	\$83,781	\$85,457	\$87,166	\$88,909
Band 10	\$88,126	\$89,888	\$91,686	\$93,520	\$95,390
<b>TPW</b>					
Band 8	\$73,053	\$74,514	\$76,005	\$77,525	\$79,075
Band 9	\$82,139	\$83,781	\$85,457	\$87,166	\$88,909
Band 10	\$98,378	\$100,346	\$102,352	\$104,399	\$106,487
Band 11	\$103,424	\$105,492	\$107,602	\$109,754	\$111,949
Band 12	\$104,810	\$106,906	\$109,044	\$111,225	\$113,450
<b>CFW</b>					
Band 1	\$37,890	\$38,648	\$39,421	\$40,209	\$41,013
Band 2	\$45,683	\$46,596	\$47,528	\$48,479	\$49,448
Band 3	\$49,050	\$50,031	\$51,031	\$52,052	\$53,093
Band 4	\$53,572	\$54,644	\$55,737	\$56,852	\$57,989
Band 5	\$60,669	\$61,882	\$63,120	\$64,382	\$65,670
Band 6	\$63,350	\$64,617	\$65,910	\$67,228	\$68,572
Band 7	\$66,094	\$67,416	\$68,764	\$70,139	\$71,542
Band 8	\$73,053	\$74,514	\$76,005	\$77,525	\$79,075
Band 9	\$78,897	\$80,475	\$82,084	\$83,726	\$85,401
Band 10	\$83,488	\$85,158	\$86,861	\$88,598	\$90,370

## **SCHEDULE B TO TERMS AND CONDITIONS FOR CATEGORY 1 EMPLOYEES – ALLOWANCES**

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### **1B. Wearing of breathing apparatus allowance**

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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**

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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**

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#### **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 \$8.75 per night and \$20.20 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 \$17.50 per night and \$40.25 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 \$7.40 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 Telstra Corporation General Conditions Award 2001; or

- (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 hour.

3B.2.3 If an Employee is not scheduled in accordance with clause 3B.1 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 57 of this Agreement they will not be eligible for payment under clause 3B.

#### **4B. Height allowance**

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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**

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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**

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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**

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

## **8B. Meal allowance**

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If an Employee is entitled to a Meal Allowance in accordance with clause 20 of the Telstra Corporation General Conditions Award 2001, that allowance will be paid at the rate of \$15.50.

## **SCHEDULE C TO TERMS AND CONDITIONS FOR CATEGORY 1 EMPLOYEES – LOG ON AND TRAVEL ARRANGEMENTS (CFW)**

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### **1C. Field-based Employees - travel to worksites**

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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 provided to Fair Work Australia upon lodgement 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 Schedule C.

### **2C. 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 clause do not apply to an Employee who receives their first job of the day the previous evening.

Living within their work area:

- (a) 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.
- (b) 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.
- (c) The 30 minutes log on and travel time described above does not constitute paid work.
- (d) "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 7C.

### **3C. 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:

- (a) 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.
- (b) The 30 minutes travel time described above does not constitute paid work.
- (c) 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.

- (d) "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 7C.

#### **4C. 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 2C(c) and 3C(b) above.

#### **5C. Where an Employee is required to travel to another work area**

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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 4C above.

#### **6C. End of day procedures**

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Employees (covered by clauses 2C – 5C) 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.

#### **7C. Transfer to another work area**

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

## **8C. Return of motor vehicles**

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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.

## **SCHEDULE D TO TERMS AND CONDITIONS FOR CATEGORY 1 EMPLOYEES – WORK AT SEA ARRANGEMENTS**

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### **1D. Work at sea**

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Work at sea will mean any time where an Employee is required to do work on a sea going vessel for a 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.

### **2D. Rates of pay**

---

2D.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 seven 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 one 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 (seven hours 21 minutes) off in lieu. Any day off in lieu

will be such a day agreed between the Employee and their manager; or

- (ii) the equivalent of 12 hours' pay at 200% and the payment of an amount equivalent to one day's ordinary pay (seven 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 (seven hours 21 minutes) off in lieu. Any day off in lieu will be such a day agreed between the Employee and their manager; or
- (ii) the equivalent of 12 hours' pay at 250% and the payment of an amount equivalent to one day's ordinary pay (seven 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 2D(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 three months after the time of returning home 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.

### **3D. Hours of work at sea**

---

- (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; and
- (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.

#### **4D. 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 purposes under this Agreement or other Relevant Award or agreement provision, and will not attract any penalty or premium.

#### **5D. All other award conditions for at sea work**

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

#### **6D. Length and frequency of tours at sea**

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- 6D.1 A tour length will be limited to six weeks, unless mutually agreed in writing between an Employee and their manager.
- 6D.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.
- 6D.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.

## **7D. Standard of vessel**

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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.

# TERMS AND CONDITIONS FOR CATEGORY 2 EMPLOYEES

## Section O: Definitions and interpretations for Terms and Conditions for Category 2 Employees

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### 69. Definitions and interpretation

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The meanings of the terms used in Terms and Conditions for Category 2 Employees are set out below.

<b>Term</b>	<b>Meaning</b>
<b>Band</b>	jobs in each Job Family will be classified in accordance with Telstra's classification system and Telstra Policy for Category 2 Employees. The highest classification level covered by this Agreement is Band 2 whilst the entry classification level is Band 4ii. The system is based on the Hay system of job evaluation.
<b>Corporate Support Services</b>	jobs in this family are predominantly occupied in the delivery and administration of a broad range of human resources, public relations, accounting, marketing, procurement, administration and other professional and semi professional services to ensure the related strategies, programs, processes in the business are aligned to corporate goals.
<b>Customer Support (Non-Technical)</b>	jobs in this family are predominantly occupied in managing or undertaking customer enquiries typically relating to billing, scheduling of network faults, provisioning/order management, credit management, complaints management or directly in support of the field workforce.

<b>Term</b>	<b>Meaning</b>
<b>Customer Support (Technical)</b>	<p>jobs in this family include managing or undertaking activities such as network construction, maintenance, operation, performance monitoring and equipment installation into the network or customer premises. Jobs also include fault identification, isolation, testing and/or repair, basic design within existing infrastructure, product support and advice to other employees that is of a technical nature.</p> <p>Employees are expected to apply practical skills and knowledge to the technical aspects of Telecommunication and Information Technology. The work is focused, either directly or in coaching others, on applying practical technical know-how and judgement within a specific discipline or area of technical work to undertake job tasks.</p>
<b>Employee</b>	when used in "Terms and Conditions for Category 2 Employees", a Category 2 Employee.
<b>Fixed Remuneration</b>	a component of an Employee's Total Remuneration, which is inclusive of the Employee's salary and Telstra superannuation contribution.
<b>Individual Contributor Role</b>	individual contributor roles are those where the majority of duties are of an operational, specialised or technical nature as opposed to managing people.
<b>Professional Technical Services</b>	jobs in this family are predominantly occupied in the design and delivery of products and networks, working to design and implement new systems, products, network infrastructure or integrating existing systems or products. Incumbents will typically have tertiary technical qualifications or relevant deep technical experience, enabling the application of theoretical principles in solving complex and novel problems.

<b>Term</b>	<b>Meaning</b>
<b>Remuneration Summary</b>	the document provided separately to the Employee from time to time setting out their Total Remuneration, but which does not form part of this Agreement.
<b>Sales</b>	<p>jobs in this family are predominantly occupied in the selling process, in active selling roles or supervising those that are in active selling jobs. These jobs will be remunerated via fixed remuneration and commission/incentive payments based on sales/performance.</p> <p>Field Based: Those Employees not operating predominantly from a Telstra Office Based Location ie. frequent on location client visits.</p> <p>Office Based: Those Employees operating predominantly from a Telstra Office Based Location.</p>
<b>Variable Remuneration</b>	a component of an Employee's Total Remuneration linked to performance for which eligibility, calculation and payment is determined in accordance with Telstra Policy at Telstra's absolute discretion.
<b>Total Remuneration</b>	is the Employee's personal remuneration package described in clause 70.

## **Section P: What an Employee gets paid**

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### **70. An Employee's Total Remuneration**

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70.1 Telstra will provide the Employee with a Remuneration Summary that specifies the Employee's Total Remuneration.

70.2 An Employee's Total Remuneration is made up of their:

- (a) Fixed Remuneration; and
- (b) Variable Remuneration (if applicable).

70.3 An Employee's Fixed Remuneration will include a salary at a rate not less than the applicable minimum salary for their job and Band set out at clause 71.

70.4 An Employee will be paid fortnightly in arrears.

## **71. Minimum salary**

---

The following table sets out the minimum salary rate for each Job Family and Band:

Band	Job Family					
	Customer Support (Technical)	Customer Support (Non-Technical)	Professional Technical Services	Corporate Support Services	Sales	
					Office based	Field based
2	\$83,850	\$80,560	\$85,050	\$83,580	\$65,000	\$69,700
3i	\$73,030	\$62,570	\$74,590	\$67,530	\$58,200	\$58,200
3ii	\$52,020	\$47,070	\$51,010	\$48,900	\$41,300	\$41,300
4i	\$44,040	\$38,300	N/A	\$39,090	\$37,850	N/A
4ii	\$35,050	\$35,050	N/A	\$35,050	N/A	N/A

## **72. Review of Employee remuneration**

---

Telstra will review the remuneration of an Employee each year, usually in October. Any change to an Employee's Remuneration will be set out in a new Remuneration Summary and is at Telstra's absolute discretion.

## **73. Annual leave payment and loading**

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- 73.1 An Employee will be paid the Employee's Fixed Remuneration during periods of annual leave.
- 73.2 An Employee's Fixed Remuneration includes an amount to compensate for annual leave loading.

## **74. Payment for public holidays**

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Subject to clause 80, where an Employee works ordinary hours on a public holiday they will receive an additional payment at the rate of 150% of Fixed Remuneration minus the Telstra superannuation contribution for ordinary hours worked.

## **75. Additional payments (shift work, overtime and on-call)**

---

- 75.1 Subject to clause 80, where an Employee works approved shift work, overtime or is required to be on-call to return to work, the Employee will receive payment as set out below. All payments in clauses 76 to 79 will be calculated by reference to the Employee's Fixed Remuneration rate less the Telstra superannuation contribution.

## **76. Payment for shift work**

---

- 76.1 An Employee required to work shift work will be paid at the rates set out in this clause.

- 76.2 If an Employee works a shift where any part of the shift falls between 7.00pm and 7.00am, Monday to Friday, that Employee will receive an additional payment at 15% for all time worked on that shift.
- 76.3 If an Employee works a shift on a Saturday, that Employee will receive an additional payment at 50% for all time worked between the hours of midnight Friday and midnight Saturday on that shift.
- 76.4 If an Employee works a shift on a Sunday, that Employee will receive an additional payment at 100% for all time worked between the hours of midnight Saturday and midnight Sunday on that shift.
- 76.5 If an Employee works shifts and is required to work a shift that falls wholly within 6.00pm to 8.00am for a period greater than four weeks, that Employee will receive an additional payment of 30% for all time worked on that shift.

## **77. Payment for overtime – full time Employees**

---

- 77.1 An Employee required and authorised to work overtime will be paid at the rates set out in this clause.
- 77.2 If a full time Employee is required and authorised to perform overtime on a Monday to Saturday, that Employee will be paid at 150% for the first three hours worked and 200% for any additional hours.
- 77.3 If a full time Employee is required and authorised to perform overtime on a Sunday outside their normal business hours, that Employee will be paid at 200% for all time worked on Sunday.
- 77.4 If a full time Employee is required and authorised to perform overtime on a public holiday, that Employee will be paid at 250% for all time worked on the public holiday.

## **78. Payment for overtime – part time Employees**

---

- 78.1 A part time Employee may be requested, but not required, to work overtime. Overtime when worked and authorised will be paid at the rates in clause 77, after an Employee has worked ordinary hours

equivalent to a full time Employee, or weekly hours exceeding 36¾ hours per week.

- 78.2 If a part time Employee works additional time, which is not overtime as defined, the additional time worked will be paid for at the ordinary rate. For an Employee required to work shift, this will be ordinary rate plus the shift penalty for the additional time worked.
- 78.3 Any additional hours paid at ordinary time will count for the pro-rata accrual of annual leave and sick leave.

## **79. Essential customer servicing payments**

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- 79.1 Telstra may schedule an Employee to be available to respond to business needs outside ordinary hours of work.
- 79.2 Eligibility for this allowance is based upon the Employee's manager expressly scheduling them in accordance with the provisions of this clause.
- 79.3 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 \$8.75 per night and \$20.20 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 \$17.50 per night and \$40.25 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 \$7.40 per hour.
- 79.4 For the purposes of this clause 79, 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.

79.5 No payment will be made to an Employee under this clause 79 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 79.3 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); and
- (b) perform work at home – they will be paid at the relevant overtime rate for the actual hours worked.

79.6 If an Employee is not scheduled in accordance with clause 79.2 but they are contacted to perform duty at home they will be paid at 200% for the actual time worked subject to a minimum payment of one hour.

79.7 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.

## **80. Exemptions for overtime, public holidays and on-call payments**

---

80.1 If the Employee's Fixed Remuneration exceeds \$72,975, the Employee will not be eligible to receive the payments prescribed in clauses 74, 77, 78 or 79 unless the Employee's job:

- (a) is in the Customer Support (Technical) Job Family in an Individual Contributor Role; or
- (b) is in the Professional Technical Services Job Family in an Individual Contributor Role with Fixed Remuneration of \$84,152 or less.

80.2 If the Employee is in the Sales (Field Based) Job Family, the Employee will not be eligible to receive the payments prescribed in clauses 74, 79.3(a), 79.3(b) or 79.3(c).

## **Section Q: Job movement**

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### **81. Telstra initiated transfers**

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- 81.1 The Employee may be assigned to another position within Telstra that they are capable of performing (either immediately or after further training) or seconded to another position to meet a short term need. This Agreement will continue to apply in any new position and the Employee will be paid at a rate of Fixed Remuneration no less than they had been paid prior to the assignment or secondment.
- 81.2 Subject to obtaining the Employee's consent for relocation interstate, if Telstra relocates an Employee then the Employee will be provided with relocation assistance in accordance with Telstra Policy.

### **82. Employee initiated transfers**

---

If an Employee chooses to move:

- (a) to another job under this Agreement, they will be paid the appropriate Fixed Remuneration for the new job; or
- (b) to a job in another part of Telstra not covered by this Agreement, they will cease to be covered by this Agreement and be paid the appropriate rate of pay under the applicable terms and conditions for that job.

## **Section R: Casual work**

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### **83. Casual work arrangements**

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- 83.1 Telstra may engage casual employees as Category 2 Employees.
- 83.2 A casual Employee will be engaged on an hourly basis.

- 83.3 A casual Employee will be paid the hourly rate for their Job Family and Band plus a minimum 20% casual loading. Without limiting clause 83.4, the loading will be paid in lieu of annual leave, paid personal/carer's leave, paid bereavement/compassionate leave and additional payment for public holidays.
- 83.4 Subject to clause 83.5, the following provisions of this Agreement do not apply to casual Employees:
- (a) Section B (Hours of work);
  - (b) Section C (Leave entitlements);
  - (c) Section D (Salary packaging);
  - (d) Section I (Redundancy arrangements);
  - (e) Section J (Retrenchment appeals);
  - (f) Section Q (Job movement); and
  - (g) clause 75 (Additional payments (shift work, overtime and on-call)).
- 83.5 Notwithstanding clause 83.4, Eligible Casual Employees will still be entitled to parental leave, unpaid carer's leave, unpaid bereavement leave and leave on public holidays in accordance with the *Fair Work Act 2009*.
- 83.6 Subject to clause 83.7, casual Employees in the Customer Support (Technical) and the Professional Technical Services Job Families will receive payment at the following rate by reference to their hourly rate minus the Telstra superannuation contribution:
- (a) 150% for the first three hours and 200% thereafter for work:
    - (i) beyond 36<sup>3</sup>/<sub>4</sub> hours in a week;
    - (ii) overtime outside 7.00am to 7.00pm; or
    - (iii) exceeding by four hours the Employee's rostered average weekly hours, or
  - (b) for shift workers, an additional 15% for ordinary shift work hours between 7.00pm to 7.00am.
- 83.7 Where an Employee is paid:
- (a) at an overtime rate in accordance with clause 83.6(a), the casual loading will not apply and is not payable; and

- (b) at a shift rate in accordance with clause 83.6(b), the casual loading will be payable in addition to the shift payment.

## SIGNATORIES

Signed for Telstra by its representative authorised to sign this Agreement

*Sign here*

\_\_\_\_\_  
Representative Date

*Print name*

\_\_\_\_\_

*Position and  
explanation  
of authority  
to sign*

\_\_\_\_\_

*Address*

\_\_\_\_\_

\_\_\_\_\_

Signed for and on behalf of CEPU by its representative authorised to sign this Agreement:

*Sign here*

\_\_\_\_\_  
Representative Date

*Print name*

\_\_\_\_\_

*Position and  
explanation  
of authority  
to sign*

\_\_\_\_\_

*Address*

\_\_\_\_\_

\_\_\_\_\_

Signed for and on behalf of CPSU by its representative authorised to sign this Agreement

*Sign here* \_\_\_\_\_  
Representative Date

*Print name* \_\_\_\_\_

*Position and explanation of authority to sign* \_\_\_\_\_

*Address* \_\_\_\_\_  
\_\_\_\_\_

Signed for and on behalf of APESMA by its representative authorised to sign this Agreement

*Sign here* \_\_\_\_\_  
Representative Date

*Print name* \_\_\_\_\_

*Position and explanation of authority to sign* \_\_\_\_\_

*Address* \_\_\_\_\_  
\_\_\_\_\_

## **SCHEDULE 1 – EMPLOYEE COLLECTIVE AGREEMENTS**

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1. Service Advantage (Call Centric - Perth) Employee Collective Agreement 2008-2011
2. Service Delivery (Contractor Performance Group) Employee Collective Agreement 2008-2011
3. Telstra National Delivery Solutions (Contact Centres) Employee Collective Agreement 2008-2011
4. Telstra National Delivery Solutions (Support Groups) Employee Collective Agreement 2008-2011
5. Telstra National Delivery Solutions (Data Services) Employee Collective Agreement 2008-2011
6. Telstra National Delivery Solutions (Workflow Operations) Employee Collective Agreement 2008-2011
7. BigPond Bathurst Centre Employee Collective Agreement 2008-2011
8. OneAdelaide Centre Employee Collective Agreement 2008-2011
9. Voice Solutions Employee Collective Agreement 2008-2011
10. Southern Unity Centre Employee Collective Agreement 2008-2011
11. Impact Centre Employee Collective Agreement 2008-2011
12. Zephyr Centre Employee Collective Agreement 2008-2011
13. Business and Commercial Solutions (Contracts, Process Solutions and Strategic Products) Employee Collective Agreement 2008-2011
14. Telstra Product Management Employee Collective Agreement 2008-2011
15. Telstra Retail Central Operations Employee Collective Agreement 2008-2011
16. Telstra Network Services One Employee Collective Agreement 2009-2012
17. Telstra Procurement Employee Collective Agreement 2009-2012
18. Telstra Fundamental Planning (Network Standards & Facilities Planning and Modelling) Employee Collective Agreement 2009-2012
19. Telstra Professional Services and Support Employee Collective Agreement 2009-2012
20. Telstra Media Employee Collective Agreement 2009-2012
21. Telstra Enterprise and Government Two Employee Collective Agreement 2009-2012
22. Telstra Enterprise and Government One Employee Collective Agreement 2009-2012
23. Supremacy Centre Employee Collective Agreement 2009-2012
24. C42 Hobart Centre Employee Collective Agreement 2009-2012
25. Bigpond Online Centre Employee Collective Agreement 2009-2012
26. Telstra Consumer Marketing & Channels (Customer Solutions Management) Employee Collective Agreement 2009-2012
27. Telstra Service Advantage (Queue Centric - South Australia/Western Australia) Employee Collective Agreement 2009-2012
28. Telstra Business Contact Centre Queensland Employee Collective Agreement 2009-2012

29. Telstra Business Contact Centre Victoria Employee Collective Agreement 2009-2012
30. Telstra Enterprise and Government (Customer Care) Employee Collective Agreement 2009-2012
31. Telstra Consumer Marketing & Channels (Learning & Development) Employee Collective Agreement 2009-2012
32. Network Construction (Access Network Design - Queensland) Employee Collective Agreement 2009-2012
33. Telstra Network Enterprise Services (Next Generation Operations - Australian Capital Territory) Employee Collective Agreement 2009-2012
34. Service Delivery (Southern Region - Victoria West) Employee Collective Agreement 2009-2012
35. Telstra Country Wide Employee Collective Agreement 2008-2011
36. Telstra Network Engineering (Service Delivery and Applications) Employee Collective Agreement 2009-2012

## **SCHEDULE 2 – CATEGORIES OF EMPLOYEES NOT COVERED BY THIS AGREEMENT**

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1. An employee who works in Telstra Network Enterprise Services (or its successor) and who satisfies one of the following:
  - a) the employee is a people manager (that is, has one or more direct reports);
  - b) the employee works in Business Improvement (or its successor);
  - c) the employee works in Business and Services Operations (or its successor);
  - d) the employee performs an administration or business operations role (which includes Business Support, Business Operations Manager, Business Operations Specialist, Operations Lead).

These employees are covered by the Telstra Network Enterprise Services One Employee Collective Agreement 2009-2012.

2. An employee who works in Telstra Wholesale (or its successor) in either Queensland or South Australia or the Australian Capital Territory or New South Wales.

These employees are covered by the Telstra Wholesale One Employee Collective Agreement 2009-2012, the Telstra Wholesale Three Employee Collective Agreement 2009-2012 or the Telstra Wholesale Two Employee Collective Agreement 2009-2012.
3. An employee who works in Telstra Wireless (or its successor) in either Queensland or Tasmania.

These employees are covered by the Telstra Wireless Two Employee Collective Agreement 2009-2012.
4. An employee who works in Service Solutions (or its successor) in a non customer facing role.

These employees are covered by the Service Advantage One Employee Collective Agreement 2009-2012.
5. An employee who works in Information Technology (or its successor) in Service Support.

These employees are covered by the Telstra Information Technology Two Employee Collective Agreement 2009-2012.
6. An employee who works in the Chief Technology Office (or its successor) in Emerging Network Technology and Architecture.

These employees are covered by the Telstra Chief Technology Office One Employee Collective Agreement 2009-2012.

7. An employee who works in Telstra Business (or its successor) and who satisfies one of the following:
- a) the employee works in Category Marketing;
  - b) the employee works in MBM Segments;
  - c) the employee works in Planning Sales & Marketing Operations;
  - d) the employee works in Partner Sales & Performance Management;
  - e) the employee works in ICT Sales and Channel Readiness;
  - f) the employee works in Indirect Sales ED & Support;
  - g) the employee works in the Office of the Group Managing Director;
  - h) the employee works in Contact Centre Operations (excluding employees performing contact centre work in a contact centre).

These employees are covered by the Telstra Business One Employee Collective Agreement 2009-2012.

8. An employee who works in Telstra Network & Technology (or its successor) and who satisfies one of the following:
- a) the employee is a people manager (that is, has one or more direct reports);
  - b) the employee works in Business Operations (or its successor);
  - c) the employee works in Emerging Enterprise Solutions (or its successor).

These employees are covered by the Telstra Network & Technology One Employee Collective Agreement 2009-2012.

9. An employee who works in Finance & Administration (or its successor) and who satisfies one of the following:
- a) the employee works in Payroll Services;
  - b) the employee works in General Administration;
  - c) the employee works in Internal Telecommunications Services Victoria;
  - d) the employee works in Corporate Security & Investigations;
  - e) the employee works in Risk Management and Assurance;
  - f) the employee works in Investor Relations;
  - g) the employee works in Treasury;
  - h) the employee works in Taxation;
  - i) the employee works in Finance Support;

- j) the employee works in the Office of the Company Secretary;
- k) the employee works in Reporting and Forecasting;
- l) the employee works in Management Reporting & Analysis;
- m) the employee works in Profitability Management & Methodologies;
- n) the employee works in one of the Group Financial Controller of Business Unit Finance Teams.

These employees are covered by the Telstra Finance and Administration Two Employee Collective Agreement 2009-2012, the Telstra Finance and Administration Three Employee Collective Agreement 2009-2012, the Telstra Finance and Administration Four Employee Collective Agreement 2009-2012, the Telstra Finance and Administration Five Employee Collective Agreement 2009-2012 or the Telstra Finance and Administration Six Employee Collective Agreement 2009-2012.

10. An employee who works in Telstra Consumer Marketing & Channels (or its successor) and who satisfies one of the following:
- a) the employee works in Relationship Marketing (or its successor);
  - b) the employee works in Business Performance (or its successor);
  - c) the employee works in Category Marketing & Operations (or its successor);
  - d) the employee works in Segment Marketing (or its successor);
  - e) the employee works in Operations Support to the Group Managing Director of Telstra Consumer Marketing & Channels (or its successor);
  - f) the employee works in Customer Sales and Service (excluding Emergency Services Answer Point, Disability Enquiry Hotline, Customer Relations and employees performing contact centre work in a contact centre).

These employees are covered by the Telstra Consumer Marketing and Channels One Employee Collective Agreement 2009-2012 or the Telstra Consumer Marketing and Channels Two Employee Collective Agreement 2009-2012.

11. An employee who works in Service Delivery (All Regions) (or its successor) and who satisfies one of the following:
- a) the employee is a people manager (that is, has one or more direct reports);
  - b) the employee works in a support role.

These employees are covered by the Service Delivery One (All Regions) Employee Collective Agreement 2008-2011.