



# DECISION

*Fair Work Act 2009*  
s.185—Enterprise agreement

**TPG Telecom Limited**  
(AG2022/4845)

## **TPG TELECOM CONNECT ENTERPRISE AGREEMENT**

Telecommunications services

DEPUTY PRESIDENT GOSTENCNIK

MELBOURNE, 24 FEBRUARY 2023

*Application for approval of the TPG Telecom Connect Enterprise Agreement*

[1] An application has been made for approval of an enterprise agreement known as the *TPG Telecom Connect Enterprise Agreement* (the Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (the Act). It has been made by TPG Telecom Limited. The Agreement is a single enterprise agreement.

[2] The Employer has provided written undertakings. A copy of the undertakings is attached in Annexure A. I am satisfied that the undertakings will not cause financial detriment to any employee covered by the Agreement and that the undertakings will not result in substantial changes to the Agreement. The undertakings are taken to be a term of the Agreement.

[3] Subject to the undertakings referred to above, I am satisfied that each of the requirements of ss.186, 187, 188 and 190 as are relevant to this application for approval have been met.

[4] The Australian Services Union, Community and Public Sector Union and the Communications, Electrical, Electronic, Energy, Information, Postal, Plumbing and Allied Services Union being bargaining representatives for the Agreement, have given notice under s.183 of the Act that they want the Agreement to cover them. In accordance with s.201(2) I note that the Agreement covers the organisation.

[5] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 3 March 2023. The nominal expiry date of the Agreement is 3 March 2026.



DEPUTY PRESIDENT

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## Annexure A

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### IN THE FAIR WORK COMMISSION

FWC Matter No.:  
AG2022/4845

Applicant:  
TPG Telecom Limited

Section 185 – Application for approval of a single enterprise agreement

## Undertaking – Section 190

I, Greer Spence, General Manager – People Experience have the authority given to me by TPG Telecom Limited to give the following undertakings with respect to the TPG Telecom Connect Enterprise Agreement ("the Agreement"):

1. In clause 8 of the Agreement, the Employer undertakes to add a new clause 8A to be inserted before clause 8.1 as follows:  
  
*"For the avoidance of doubt, clause 8 of this Connect Agreement is to be read in conjunction with section 65 of the Fair Work Act."*
2. In clause 15 of the Agreement, the Employer undertakes to add a new clause 15.3 as follows:  
  
*"If an Employee is transferred to another State, the cost of removal expenses reasonably incurred must be paid for by us. An Employee who transfers at their own request will be required to pay their own expenses."*
3. In clause 24 of the Agreement, the Employer undertakes to add a new clause 24.4 as follows:  
  
*"Notwithstanding any other provision of clause 24 of this Connect Agreement, an Employee may make a written request to the taking of time off instead of being paid for a particular amount of overtime that has been worked by the Employee. We will consider, but are not required to agree to, any such request."*
4. In clause 25.1 of the Agreement, the Employer undertakes that the words "we'll pay you as follows (for a minimum of 3 hours' work subject to clause 25.2):" are to be deleted and replaced by the words "we'll pay you as follows for a minimum of 3 hours regardless of time actually worked (subject to clause 25.2):"
5. In clause 66.5 of the Agreement, the Employer undertakes that the words "but not by arbitration" are to be deleted and replaced by the words "or by consent arbitration"

6. In Schedule F of the Agreement, the Employer undertakes to replace the text under the heading "Schedule E – Part 1(b) – Casual Employees" with the following:

*"In addition to the penalty rates set out in Part 1(b) of Schedule E, if you are a Casual Employee who is an Airport Employee, you are entitled to:*

- 150% of your Casual Rate of Pay for hours worked between 5:00am – 7:00am, Monday to Saturday, and 9:00pm – 11.30pm, Monday to Saturday;*
- 150% of your Casual Rate of Pay for hours worked between 9:00pm – 11.30pm, Sunday;*
- 155% of your Casual Rate of Pay for hours worked between 5:00am – 9:00am, Sunday."*



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Signature

22 February 2023

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Date