TELSTRA ENTERPRISE AGREEMENT 2015-2018

IT'S HOW WE CONNECT

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SECTION 1: ABOUT THIS AGREEMENT

IT'S HOW WE CONNECT

1. Title

This is the Telstra Enterprise Agreement 2015-2018.

2. How this Agreement is organised

To help you find your way around the *Agreement*, it is divided into Sections. You will find a table of contents at the front.

3. How certain words/phrases are defined

You will find some words and phrases have a specific meaning. These words and phrases are in *italics* in this *Agreement*. You can find their meaning in the Dictionary.

4. Who this Agreement covers

4.1. *This agreement covers*

a) *Telstra*

b) all employees of *Telstra*, except for:

i) members of the *Telstra* Executive Team;

ii) employees in Band 1; and

iii) qualified legal practitioners working in *Telstra*'s Legal Services business unit

c) *CEPU*

d) *CPSU*

e) *APESMA*

4.2. All of these people are the *Parties* to this *Agreement*, to the extent the *Agreement* applis to them.

5. Some important rules about how the Agreement operates

5.1. When this Agreement operates

a) The *Agreement* operates from the *Commencement Date*.

b) It has a nominal expiry date which is 30 September 2018.

c) *Telstra* will discuss replacing the *Agreement* with employees and their bargaining representatives no later than 4 months before the nominal expiry date.

5.2 This Agreement replaces existing collective agreements

This *Agreement* replaces all collective agreements that currently cover *Telstra*, including

a) the Telstra Enterprise Agreement 2012-2015; and

b) collective agreements that *Telstra* is required to apply to certain employees because of the transfer of business laws including the Telstra Plus Enterprise Agreement 2011 and the Sensis Enterprise Agreement 2012.

5.3 Relationship with AWAs and ITEAs

a) If you are:

i) employed on an *AWA* or an *ITEA* in a Band 2 role or below, and

ii) not a qualified legal practitioner in *Telstra*'s Legal Services business unit

then you are covered by this *Agreement* but it does not apply to you.

b) This means that your *AWA/ITEA* will continue to set your terms and conditions unless it is terminated which you can choose to do at any time.

c) If your *AWA/ITEA* is terminated, then this *Agreement* will set your terms and conditions. There are some rules set out below about how *Telstra* will pay you if this happens.

d) Depending on when your *AWA/ITEA* expired and what job you are in, you will either become a *Job Family Employee* or have a choice whether to become a *Job Family Employee* or a *Workstream Employee*. The definitions of *Job Family Employee* and *Workstream Employee* are in the Dictionary at the back of this *Agreement*. They set out what type of employee you would be if your *AWA/ITEA* is terminated. You can find further information about *AWAs/ITEAs* and your options on the intranet.

5.4 Relationship with awards

a) The awards that underpin this *Agreement* are:

i) the Telstra Award 2015; and

ii) the General Retail Industry Award 2010.

b) These awards do not apply to you when the *Agreement* operates. The Fair Work Commission will check that you are better off overall under the *Agreement* compared to the awards listed in clause 5.4(a) when deciding whether to approve the *Agreement*.

6. Work model arrangements

6.1 Arrangements

a) The Dictionary contains definitions of *Job Family Employee* and *Workstream Employee*.

b) Appendix C sets out some details in relation to the operation of the *Workstreams*.

6.2 Moving between work models

a) A *Workstream Employee* may elect (but will not be required by *Telstra*) to become a *Job Family Employee* at any time, other than if the employee has been notified of termination of employment. An election takes effect at the beginning of the first full pay period after *Telstra* gives the employee written confirmation that it has processed the election.

b) Following this election, a *Job Family Employee* may elect to go back to being a *Workstream Employee* but:

i) can only exercise this right once, and

ii) must do so within 12 months of becoming a *Job Family Employee*.

6.3 Pay rates if you move between work models or terminate an *AWA* or *ITEA*

a) Moving between work models

If you move between work models *Telstra* will set your remuneration package at or above the minimum rates in Appendices A and B.

b) Former *AWA/ITEA* employees who become Job Family Employees

Telstra will pay you the same (or greater) *Fixed Remuneration* (unless you agree otherwise) that you were paid under your *AWA* or *ITEA* if:

i) you or *Telstra* terminates your *AWA* or *ITEA*;

ii) this *Agreement* starts to apply to you; and

iii) you become a *Job Family Employee*.

c) Former *AWA/ITEA* employees who become *Workstream Employees*

Telstra will pay you at or above the minimum rates in Appendix B if:

i) you or *Telstra* terminates your *AWA* or *ITEA*;

ii) this *Agreement* starts to apply to you; and

iii) you become a *Workstream Employee*.

SECTION 2: PAY AND BENEFITS

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7. Annual pay increases

Date	Increase*	How the increase will be applied
1 October 2015	An overall pay pool of 3%	*Job Family Employees* – see Appendix A *Workstream Employees* – see Appendix B
1 October 2016	An overall pay pool of 3%	*Job Family Employees* – see Appendix A *Workstream Employees* – see Appendix B
1 October 2017	An overall pay pool of 3%	*Job Family Employees* – see Appendix A *Workstream Employees* – see Appendix B

* Some or all of this increase may go into your superannuation, depending on your superannuation arrangements and the current level of *Telstra*'s contribution to your superannuation (see clause 9 - Superannuation below).

Special pay rates apply to *Job Family Employees* who are casual employees working in retail outlets in place of these rules (see Section 11).

8. Pay rates for new employees & employees who move job

Telstra will pay new employees, or employees who move job, no less than the applicable minimum rates that are set out in Appendix A for *Job Family Employees* or Appendix B for *Workstream Employees*.

9. Superannuation

9.1 Subject to clause 9.2, *Telstra* will maintain superannuation contributions at a minimum of 10%. Any further increases in contributions will be made to meet the requirements of the relevant legislation.

9.2 Where *Telstra* currently contributes more than 10% on your behalf, that contribution level will continue. If that level becomes less than the minimum contribution required under legislation, *Telstra* will increase its superannuation contribution to the required minimum.

9.3 Superannuation contributions are made as a percentage of your "ordinary time earnings" as defined under the relevant legislation.

9.4 The default fund for *Telstra's* contributions is the Telstra Superannuation Scheme.

10. Salary packaging

10.1 You may choose to take advantage of salary packaging arrangements, which may change from time to time. Full details of what is available to salary package are set out in *Telstra* policy. There is currently a wide range of arrangements available, including salary packaged vehicles and other products.

10.2 If you choose to salary package, *Telstra* will deduct an amount from your pay and contribute it on your behalf for the purpose of the packaged benefit.

11. Performance pay principles

11.1 Employees and managers know the rules

a) *Telstra* will take reasonable steps to ensure that employees understand the annual review process, including the interaction between corporate, business unit, team and individual objectives.

b) The details of the annual review process will be available to employees on the *Telstra* intranet. This will include the relationship between individual business and leadership outcomes in determining the performance rating.

11.2 Objective setting and employee involvement

Your annual individual performance goals will be discussed with you, and will be specific, clear, measurable and achievable. However, the setting of performance targets and employees' assessment against them are at *Telstra*'s discretion and, as matters not covered by this *Agreement*, are subject to *Telstra's* internal resolution process.

11.3 Assessment process and employee support

a) Performance feedback will be provided to employees a minimum of twice a year.

b) Where an employee is dissatisfied with their final performance assessment rating or the assessment process they can seek a review of the decision by following the *Telstra's* internal resolution process (which includes an independent review as its final stage).

12. Annual Bonus

12.1 *Telstra* guarantees that it will continue to offer an annual bonus plan linked to one or more key business performance measure(s) (which may be customer satisfaction and/or net promoter score measures) for the financial years ending on 30 June 2016, 2017 and 2018. Eligibility rules will be the same as or broadly similar to those under the bonus plan for the financial year ending on 30 June 2015 (details of which are on the intranet). The "on target" payout (inclusive of superannuation) will be at least that offered in the financial year ending on 30 June 2015 – that is:

a) Band 2 - $1,500 (gross)

b) Bands 3 and 4 - $1,000 (gross)

12.2 The rules of the plan set out the detail of who is entitled to payment, what measures must be achieved and how the bonus is calculated and paid. These eligibility and payment rules will be available on the intranet but do not form part of this *Agreement*.

13. Zing

Telstra guarantees that it will continue to fund Zing annually at the FY15 level until the nominal expiry date of this *Agreement*.

SECTION 3: WORKING ARRANGEMENTS

IT'S HOW WE CONNECT

14. Types of working arrangements

14.1 *Telstra* can employ you:

a) full time;

b) part time;

c) on a casual basis; or

d) for a fixed period or specific project.

14.2 Part time work

a) If you work part-time, *Telstra* will engage you to work fewer than 36¾ hours each week.

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

15. Moving between jobs

15.1 *Telstra* may require you to perform another role that you are capable of performing (either now or after training) on a permanent or temporary basis. Where Telstra transfers you to another role in this circumstance:

a) If you are a *Job Family Employee*, *Telstra* will not transfer you to a lower banded role and you will be paid the higher of your current remuneration or the appropriate minimum rate for the new role.

b) If you are a *Workstream Employee*, *Telstra* will not require you to transfer to a role that is more than one band lower than your current role. You may be eligible for salary maintenance in accordance with item C.5 in Appendix C.

c) If you are a *Workstream Employee*, *Telstra* may ask, but will not require, you to transfer to a role that is two bands lower than your current role. If you agree to this transfer, you may be eligible for salary maintenance in accordance with item C.5 in Appendix C.

d) *Telstra* may provide you with reasonable relocation assistance, where applicable.

15.2 Where you initiate a move to another role within *Telstra*, you will be covered by the appropriate employment arrangements of that area, including any terms and conditions related to remuneration. This means that if you decide to move to a higher or lower paid role, your remuneration may be adjusted in line with this.

15.3 Special rules apply if you are an employee who receives a *Grandfathered Allowance* (see item C.4 in Appendix C).

16. Casual work arrangements

16.1 *Telstra* may engage *Job Family Employees* as casual employees.

16.2 Terms for all casual employees

Casual employees will:

a) be engaged on an hourly basis;

b) be paid the hourly rate for their *Job Family* and *Band* plus a minimum 25% casual loading (see Section 11 for the casual loading that applies to casual employees working in retail outlets);

c) not be subject to the following Sections of this *Agreement*: the job movement rules in this Section; Section 4: Hours of work and scheduling; Section 7: Leave entitlements (other than long service leave); the salary packaging arrangements in Section 2: Pay and benefits; Section 8: Redundancy; Section 9: Placement Period; Section 10; Retrenchment; Section 13: Allowances; Section 14: Miscellaneous provisions (other than the provisions relating to *Telstra* policies and *Exempt Employees*);

d) be entitled to unpaid parental leave, unpaid carer's leave, unpaid bereavement leave and leave on public holidays as set out in the Fair Work Act 2009.

16.3 Pay and other conditions for casual employees in retail outlets

Pay and penalty rates for casual employees working in retail outlets are set out in Section 11.

16.4 Pay and other conditions for casual employees not working in retail outlets

For all other casual employees, where any hours worked fall on any of the following days, *Telstra* will also pay you an additional payment as follows:

Day	% of hourly base rate
Saturdays	50%
Sundays	100%
Public holidays	150%

SECTION 4:
HOURS OF WORK & SCHEDULING

IT'S HOW WE CONNECT

17. Ordinary hours of work

17.1 Full time employees

Your ordinary hours of work will be 36¾ hours each week.

17.2 Part-time employees

a) If you work fewer than 36¾ hours each week, *Telstra* will ensure that:

i) your hours of work are reasonably predictable, and

ii) you are scheduled to work for at least 3 hours on a work day.

b) *Telstra* can change the pattern of your hours of work:

i) at any time, by agreement with you, or

ii) if *Telstra* gives you at least 7 days' notice (though *Telstra* can't do this if you started working part-time before 21 December 2000). *Telstra* will take into account all preferences and personal circumstances, including your family/carer responsibilities.

c) If *Telstra* asks you to change your ordinary hours of work or regular roster, *Telstra* will consult with you in accordance with Section 6.

17.3 When we require you to work

a) Your ordinary hours of work will be worked between 7.00am and 7.00pm, Monday to Friday – other than in the Northern Territory where the daily span is 6.30am to 6.30pm.

b) Start and finish times

i) *Telstra* will tell you on which days you must work and what your start and finish times are. Your ordinary hours of work may change from time to time.

ii) *Telstra* can ask you to work ordinary hours in any pattern which provides for an average of up to 36¾ hours each week.

iii) When *Telstra* sets hours of work and rosters, customers' needs and business requirements will be a significant consideration. However, *Telstra* will also consider personal circumstances of employees, including family/carer responsibilities and will make sure that outcomes are distributed fairly across the work group.

c) Rest Relief

You will have at least 10 consecutive hours off (inclusive of reasonable travel time) between periods of ordinary hours work. Where you resume or continue work without having 10 consecutive hours off *Telstra* will pay you at a rate of 200% until you cease that period of work. If you have to work overtime in these situations, *Telstra* won't require you to come to work again until you have had 10 consecutive hours off before commencing the next period of ordinary hours work, and you will not lose any ordinary hours pay.

d) Flexible Working Hours Scheme & 9-day fortnight

If you work in an area that works under the Flexible Working Hours Scheme or a 9 day fortnight, and you work under these arrangements when this *Agreement* comes into operation, you will continue to have access to these arrangements while you work in that area.

18. Scheduled work and shiftwork

18.1 *Telstra* may engage you to work variable hours as set out in this Section. If *Telstra* does this, your ordinary hours of work will be averaged over the cycle of the work scheduling period.

18.2 Common provisions for scheduled and shiftwork

a) Work schedules will take into account the needs of the business together with your needs and preferences. *Telstra*'s intent is to minimise variations in individual start times where this is possible.

b) Unless you work in the Townsville consumer contact centre, *Telstra* will provide you with your schedule a minimum of 2 weeks in advance, and will include details of your start and finish times, your meal break, and any scheduled days off. If you work in the Townsville consumer contact centre, a minimum of 4 weeks applies. Scheduled days off are days that you could have been rostered to work ordinary hours, but were not scheduled to work.

c) If *Telstra* needs to change your schedule, *Telstra* will give you 7 days' notice where possible, or 3 days in circumstances where *Telstra* needs to cover unplanned leave.

d) You may initiate schedule swaps but you need prior approval from your manger to do this, and it must not impact the business.

e) Any unplanned leave you take will be recorded as equal to the amount of time you were scheduled to work that day.

f) You won't be required to work more than 10 ordinary hours at a time (unless you are working a shift arrangement under clause 18.4(g)). Minimum engagement times will be 6 hours in the field and 4 hours in contact centres.

18.3 Scheduled work

a) These provisions about scheduled work apply only to contact centres.

b) *Telstra* may require you to work within the span of hours, but at variable times and patterns. *Telstra* will advise you of work scheduling arrangements where they apply, as set out in this clause.

c) If you work in a contact centre, roster arrangements will be prepared and communicated to you in line with the common provisions set out above.

18.4 Shiftwork

a) These provisions apply to employees who have been or are in future engaged as shiftworkers or who agree to become shiftworkers.

b) *Telstra* may engage you as a shiftworker if it regularly requires you to work outside the span of ordinary hours on Monday to Friday, or to work regularly on weekends.

c) *Telstra* may ask employees who are not shiftworkers to undertake shiftwork, in which case *Telstra* will call for volunteers. However, an employee who is not a shiftworker can't be required by *Telstra* to become a shiftworker.

d) Where *Telstra* wants to introduce shiftwork into an area where it doesn't already operate, *Telstra* will consult with employees in the area and with unions, under the consultation provisions in Section 6.

e) Temporary shift allowance

i) Sometimes *Telstra* may ask employees who are not shiftworkers to become shiftworkers on a temporary basis to fill vacancies on a shift roster, and *Telstra* may call for volunteers. Where you and *Telstra* agree to you undertaking temporary shiftwork *Telstra* will pay you an allowance to make yourself available to perform temporary shift work. Participation in undertaking temporary shiftwork is voluntary. See Section 13 for the amount of the allowance.

ii) While you receive the temporary shift allowance, you will be subject to all conditions that apply to shiftwork.

iii) You or *Telstra* can opt out of the temporary shift arrangements on a quarterly basis. Accordingly, ongoing payment of the allowance is not guaranteed. You may ask to cease receiving the allowance and stop undertaking the temporary shiftwork before the completion of 3 months. Taking into account your particular circumstances, *Telstra* will not unreasonably refuse the request.

iv) If you receive this allowance but unreasonably refuse to work shiftwork, *Telstra* may discontinue paying the allowance immediately and you will no longer be required to undertake temporary shiftwork.

v) Payment of the allowance will continue during periods of paid leave.

f) Payment for shiftwork

i) If any part of your shift on a Monday to Friday falls outside the span of hours, *Telstra* will pay you an additional payment of 15% for the whole shift.

ii) If you work on a Saturday, *Telstra* will pay you an additional payment of 50% for all time worked on that shift between midnight Friday and midnight Saturday.

iii) If you work on a Sunday, *Telstra* will pay you an additional payment of 100% for all time worked on that shift between midnight Saturday and midnight Sunday.

iv) If you are required to work shifts that fall wholly between the hours of 6.00pm and 8.00am for a period exceeding 4 weeks, *Telstra* will pay you an additional payment of 30% for all time worked on those shifts.

v) Additional payments are not cumulative. Only the highest applicable payment will apply.

g) Extended Shift Arrangements

i) *Telstra* may implement shifts of up to 12 hours in accordance with the Extended Shift Arrangement Guidelines (see Appendix D). The Extended Shift Arrangement Guidelines supplement the provisions in this Section.

ii) For the avoidance of doubt, where you regularly perform shifts of up to 10 hours in length, *Telstra* may ask, but will not require, you to perform extended shifts.

19. Breaks

19.1 Meal breaks

You get an unpaid meal break of between 30 minutes and 1 hour after no longer than 5 hours continuous work. The timing and length of this break is otherwise up to your manager, who will take into account any requirements you have. Employees working under the Flexible Working Hours Scheme may take a meal break of more than one hour.

19.2 Rest breaks

a) If you work in a contact centre you are entitled to paid rest breaks in accordance with these provisions.

b) If you work in a contact centre (except E000) for a period of less than 5 hours without an unpaid meal break, you can take one 15 minute rest break.

c) If you work in a contact centre (except E000) for a period of at least 5 hours and less than 7 hours, you can take an unpaid meal break and one 15 minute rest break.

d) If you work in a contact centre (except E000) for a period of at least 7 hours, you can take an unpaid meal break and two 10 minute (minimum) rest breaks.

e) *Telstra* will schedule the timing of your breaks reasonably, so that you do not have to work more than 2-3 hours without a break.

f) If you work in E000:

i) you can take up to two 15 minute and three 10 minute rest breaks;

ii) we will ensure you won't work longer than 70 minutes without having a rest break; and

iii) one rest break per day can be used for management or training purposes.

20. Additional hours

20.1 Working additional hours

a) *Telstra* may require you to work reasonable additional hours, unless you are a part-time employee. *Telstra* can request but cannot require a part time employee to work additional hours.

b) If *Telstra* asks you to work additional hours you may refuse to work them if:

i) the request is unreasonable, or

ii) your refusal is reasonable.

c) Matters to be taken into account when considering what's reasonable include:

i) the nature of the work performed by the employee;

ii) *Telstra*'s business requirements;

iii) any risks to the health and safety of the employee;

iv) the employee's personal circumstances, including any family or carer responsibilities; and

v) how much notice the employee is given of the additional hours.

20.2 Overtime Payments

a) If *Telstra* authorises you to work additional hours and you are not an *Exempt Employee*, *Telstra* will pay you:

i) an additional payment of 50% for the first 3 hours per day/shift and an additional payment of 100% after that, where the additional hours are outside the span of ordinary hours or outside the regularly scheduled full time equivalent ordinary hours;

ii) an additional payment of 100% for all additional hours on a Saturday, but only if you are a shiftworker;

iii) an additional payment of 100% for all additional hours on a Sunday;

iv) an additional payment of 150% for all additional hours on a public holiday;

v) eligible *Workstream Employees* in the Technical (TW) or Customer Field (CFW) Workstreams who perform critical activities (e.g. planned events including outages, cutovers and special events) will be paid an additional payment of 100% for all overtime worked between 11.00pm and 7.00am in lieu of any other overtime payment.

b) If you work part-time, you will be paid at ordinary rates until you have worked ordinary hours equivalent to a full-time employee. After that, any additional hours worked will be paid at the above rates. Additional hours worked and paid at ordinary rates will count towards accrual of annual leave and personal leave.

20.3 Time in lieu

If you would prefer to take time in lieu instead of overtime payment for additional hours, you can request this. Time in lieu is taken on an hour for hour basis and must be approved by your manager. If the time off is not taken within 4 weeks, you will be paid for the additional hours at the above overtime rates.

20.4 Scheduled additional hours worked from home

a) If *Telstra* schedules you and you agree to work additional hours from home (not continuous with your ordinary hours) and you are not an *Exempt Employee*, *Telstra* will pay you an additional payment of 100%, subject to a minimum payment of 1 hour.

b) You will be given at least 2 working days' notice to work additional hours from home, unless you agree to a shorter period with your manager.

c) If you choose to work at a *Telstra* location instead of working from home, you will only be paid as if you worked from home.

21. Work on a public holiday

If you work ordinary hours on a public holiday and you are not an *Exempt Employee*, *Telstra* will pay you an additional payment of 150% for all ordinary hours you work.

SECTION 5: FLEXIBLE WORK

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22. Working flexibly

22.1 *Telstra* recognises that sometimes employees need the flexibility to balance their work with their commitments outside of work such as family, carer or lifestyle commitments. Examples of flexible work arrangements may include, but are not limited to, 9 day fortnights, change in work location or compressed working weeks.

22.2 You can visit the flexible working arrangements site on the intranet for more information on your ability to request flexible work arrangements under *Telstra* policy.

22.3 Section 6: Consultation, dispute resolution and union matters does not apply to flexible work arrangements made under this clause. Details on the resolution procedure are contained in *Telstra* policy.

23. NES flexibility arrangements

23.1 You may request a change in working arrangements, such as hours of work, your pattern of work or work location if you are a permanent employee with at least 12 months' continuous service or an *eligible casual employee*, and you:

a) are the parent, or have responsibility for the care, of a child who is of school age or younger;

b) are a carer (within the meaning of the *Carer Recognition Act 2010*);

c) have a disability;

d) are 55 or older;

e) are experiencing family or domestic violence, or

f) provide care or support to a member of your household or immediate family who requires care and support because of family or domestic violence.

23.2 You must make any request in writing, setting out the details of the change sought and the reasons for the change.

23.3 *Telstra* will provide a written response with reasons within 21 days and can only refuse your request if it has reasonable business grounds to do so.

24. Individual flexibility agreements

24.1 *Telstra* may agree with you, on an individual basis, to make an individual flexibility agreement. *Telstra* can do this to vary the effect of this *Agreement* so long as the arrangement is to meet *Telstra's* and your genuine needs and both *Telstra* and you genuinely agree to it.

24.2 You may be represented, including by a union, in any discussions you have with *Telstra* about an individual flexibility agreement.

24.3 An individual flexibility agreement can deal with any of the following:

a) arrangements about when work is performed;

b) overtime and penalty rates;

c) allowances; and/or

d) leave loading.

24.4 It must:

a) be in writing;

b) include both *Telstra*'s and your details;

c) be signed by you and *Telstra* (or your parent/guardian if you are under 18);

d) set out the terms of this *Agreement* whose effect will be varied by the individual flexibility agreement and how they will be varied;

e) set out how you will be better off overall as a result of the flexibility agreement; and

f) state when it starts to operate.

24.5 *Telstra* must ensure that:

a) the terms of the individual flexibility agreement:

i) result in you being better off overall than you would be if no agreement was made; and

ii) are about permitted matters and are not unlawful terms as required by the Fair Work Act 2009.

b) *Telstra* gives you a copy of the agreement within 14 days of it being agreed.

24.6 *Telstra* or you can end the individual flexibility agreement by agreement at any time or by giving the other person 28 days' written notice.

24.7 Any individual flexibility agreement in place immediately before this *Agreement* started to operate will continue as if it were made under this *Agreement*.

25. Group flexibility agreements

25.1 Sometimes, within a workgroup, *Telstra* or employees may want to vary the effects of the terms of this *Agreement*.

25.2 A workgroup and its manager can agree to change:

a) the days of the week on which ordinary hours of work are performed;

b) the number of ordinary hours worked each day; and/or

c) the span of hours.

25.3 The limits within which the group flexibility agreement will apply are:

a) for the number of ordinary hours per day – 6¾ to 10 hours per day;

b) for the span of hours – 7.00am to 7.00pm

except for as provided by the Extended Shift Arrangement Guidelines in Appendix D.

25.4 The agreement must:

a) be in writing;

b) be approved by a majority of employees employed in the workgroup at the time through a formal vote of the employees;

c) be notified to the State office of the relevant *Telstra Union* at least 14 days before the arrangement starts (and the union will not unreasonably oppose the agreement); and

d) ensure that the employees are not disadvantaged in relation to their entitlements under this *Agreement*.

25.5 Either *Telstra* or the employees in the workgroup (by majority vote) can end the agreement by giving the other person at least 14 days' written notice. If this happens, there will be no financial consequence (for example, no shift closure payments).

25.6 A group flexibility agreement overrides the effect of other terms of this *Agreement* to the extent of any inconsistency, with the exception of the Extended Shift Arrangement Guidelines referred to in clause 18.4(g), where applicable.

25.7 Any group flexibility agreements in place immediately before this *Agreement* started to operate will continue as if they were made under this *Agreement*.

25.8 If you agree under a group flexibility agreement to change the days of the week on which you perform your ordinary hours to a Saturday or Sunday, *Telstra* will pay you an additional payment of 50% for ordinary hours on a Saturday and an additional payment of 100% for ordinary hours on a Sunday. No overtime or penalty rates will apply to these hours.

SECTION 6: CONSULTATION, DISPUTE RESOLUTION AND UNION MATTERS

IT'S HOW WE CONNECT

26. Consultation

26.1 The telecommunications and information services industry is highly competitive and constantly changing. *Telstra* remains committed to providing secure employment but must also ensure that the business remains profitable and is managed in the interests of *Telstra* and employees.

26.2 Some business decisions will impact on employees' work and personal life. *Telstra* will try and minimise this impact as much as possible and the consultation arrangements in this Agreement will assist with this. Employees may have a representative of their choice, including a union, during consultation.

26.3 Consultation principle

Employee consultation means involving employees and their chosen representatives in the decision making process by seeking their views in relation to changes that fall within these consultation provisions and giving them a bona fide opportunity to influence the decision maker.

26.4 Consultation about major change

a) If *Telstra* makes an initial decision to introduce major changes which have a demonstrable impact on employees *Telstra* will consult with employees who may be affected and their union(s) as early as practicable.

b) Examples of situations where *Telstra* will consult include:

i) the introduction of significant new technology which has an impact on the way work is done;

ii) significant outsourcing proposals, including offshoring of work;

iii) major change to the composition, operation or size of *Telstra*'s workforce;

iv) a proposal that is likely to result in 15 or more redundancies;

v) where a proposal would significantly diminish job opportunities;

vi) changes to *Telstra* policy that have a demonstrable effect on employment conditions;

vii) significant need to retrain employees;

viii) the relocation of a group of employees more than 10km from their current workplace;

ix) significant local proposals which may have a demonstrable effect on employees, e.g. significant changes to duties, significant changes to shift patterns for a workgroup etc.

c) *Telstra* will consult about:

i) the introduction of the major change;

ii) the effect the major change is likely to have; and

iii) the measures that *Telstra* will take to avoid or reduce the adverse effects of the major change to employees.

d) Prior to making a final decision, *Telstra* will consider any matters raised by employees and their unions about a major change and give reasons for *Telstra*'s final decision.

26.5 Consultation about changes to employees' regular roster or ordinary hours of work

Where *Telstra* decides to change an employee's or group of employees' regular roster or ordinary hours of work, *Telstra* will consult with affected employees and any representative that they nominate and will:

a) provide information about the change (but not confidential or commercially sensitive information);

b) invite the employees to give their views about the impact of the change; and

c) genuinely consider any feedback given about the change.

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

26.6 Consultation about avoiding/reducing the effects of redundancies

Where a job is redundant *Telstra* will give the unions entitled to represent the employee the opportunity to consult with *Telstra* about the measures being taken to avoid or reduce the adverse effects of the redundancy. The consultation will not affect or delay the Redundancy, Placement Period and Retrenchment processes set out in Sections 8, 9 and 10.

26.7 Consultation about performance principles

a) *Telstra* will consult with the unions covered by this *Agreement* quarterly (or otherwise as agreed) about how the following matters apply to employees:

   i) *Telstra*'s performance management principles and practices;

   ii) performance pay arrangements (including the annual remuneration review);

   iii) other relevant matters about performance principles;

b) *Telstra* will consider and respond to the issues that unions raise during the meetings.

c) This consultation obligation will be about organisational level performance principles and practices only, not individual performance management or pay issues.

d) As part of this consultation, *Telstra* will meet with the unions to discuss *Telstra*'s overall performance and the distribution of pay increases for *Job Family Employees* at an organisational level. *Telstra* will consult with the unions about the pay increase distribution matrix and will, following consultation, publish the matrix on the intranet.

27. Employee support, workplace delegates and union training

27.1 Union membership is a matter of choice. *Telstra* respects freedom of choice and an employee's choice to join or not join a union.

27.2 *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.

27.3 *Telstra* acknowledges and respects the role played by workplace delegates accredited by a union covered by this *Agreement* in representing and supporting union members.

27.4 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.

27.5 *Telstra* agrees that workplace delegates can:

a) have access to reasonable facilities during working time, including phone, email and meeting rooms, to consult with members or the union;

b) represent members at *Telstra*/union consultation meetings or at union forums.

27.6 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*.

27.7 *Telstra* and the unions will comply with the terms of the *Fair Work Act 2009* regarding right of entry.

27.8 Workplace delegates will be able to attend formal training courses on workplace relations during work time. Release from duties to attend the course will be arranged to minimise any adverse impact on *Telstra's* operational requirements.

27.9 A workplace delegate must give *Telstra* at least 6 weeks' notice, or less by agreement, of the intention to attend the training course, and will provide *Telstra* with details of course content and duration. Workplace delegates across the *Telstra* unions can access a pool of 260 days, each calendar year.

27.10 A workplace delegate attending a course will be paid all ordinary time earnings which are normally payable during the release period.

27.11 *Telstra* will permit access to or the erection of notice boards to facilitate communication between employee's and union representatives.

28. How disputes are resolved

28.1 *Telstra* aims to provide a productive, safe and non discriminatory environment for its employees. This environment should be characterised by co-operation, mutual respect and open communication between employees and managers.

28.2 The *Parties* want to avoid disputes about things covered in this *Agreement*, or about the National Employment Standards. But if disputes occur, this is how they must be resolved.

28.3 You may be assisted by your union or another representative of your choice at any step in this process.

28.4 Step 1

Talk to your manager about the issue in dispute as soon as you can and ask him/her to resolve it. Your manager must try to resolve the dispute within 5 working days of you first asking for it to be resolved.

28.5 Step 2

If that doesn't resolve the dispute, ask your manager's manager (your 2-up manager) to resolve the dispute. You or your union/representative must do this within 5 working days (or such time as is reasonable in the individual circumstances) of your manager being unable to resolve the dispute. Your 2-up manager must try to resolve the dispute within 5 working days and may seek assistance from a more senior manager if required.

28.6 Step 3

a) If the dispute still hasn't been resolved, ask the Director/Executive Director of HR for your Business Unit and the General Manager – Workplace Relations in HR to resolve the dispute. You or your union/representative must do this within 5 working days (or such time as is reasonable in the individual circumstances) of your 2-up manager being unable to resolve the dispute. HR must try to resolve the dispute within 5 working days.

b) While steps 1 to 3 are being followed:

i) you must work normally; and

ii) *Telstra* must not implement anything that is in dispute.

28.7 Step 4

If the dispute still hasn't been resolved, you or your union/representative or *Telstra* may refer the dispute to the Fair Work Commission for conciliation. The Fair Work Commission's role is limited to providing assistance in an attempt to resolve, if possible, the dispute.

28.8 Step 5

a) If conciliation does not resolve the dispute you or your union/representative or *Telstra* may ask the Fair Work Commission to arbitrate the dispute and the Fair Work Commission must do so.

b) While steps 4 and 5 are being followed, *Telstra* may implement anything that is in dispute. However, if *Telstra* does, it is not intended to influence the outcome of steps 4 and 5 in any way.

c) You, your union/representative (if you have one) and *Telstra* must follow each step and not skip any, regardless of the nature of the dispute.

d) You, your union/representative (if you have one) and *Telstra* must also follow all of the time limits in this dispute resolution process. This is because it is in everyone's interests that disputes are resolved quickly.

e) Occasionally, there may be a good reason why it is not possible to follow all of the steps or time limits. Accordingly:

i) the steps and time limits can be waived if you and the General Manager – Workplace Relations, in each case acting reasonably, agree to this, and

ii) you can go straight to step 3 in the case of urgent disputes where the matter in dispute is due to be implemented in the time taken to undertake steps 1 and 2 (i.e., a decision that is due to be finally implemented in the next 15 working days).

28.9 Other rules applying to disputes

a) To avoid doubt, this process:

i) does not prejudice the position of a party in a genuine health and safety situation; and

ii) applies to disputes over whether *Telstra* has reasonable business grounds to refuse a request under the National Employment Standards for flexible working arrangements or a request under the National Employment Standards for extended parental leave.

b) Where a dispute concerns work which is subject to a procurement code or guidelines, any decision under Step 5 will observe the requirements of the applicable code or guidelines, as in force from time to time.

SECTION 7: LEAVE AND PUBLIC HOLIDAY ENTITLEMENTS

IT'S HOW WE CONNECT

The *Agreement* offers a range of leave benefits, from annual leave, personal leave and parental leave through to study leave, volunteer leave and emergency leave.

Other than long service leave, this section does not apply to casual employees (see Section 3).

Some of the detail about leave entitlements is set out in *Telstra* policy, which you can find on the intranet. However, your entitlements and some important points about them are set out below.

29. How Telstra calculates leave entitlements

29.1 The entitlements set out in this Section are for full-time employees working standard hours, unless otherwise stated.

29.2 If you work part-time you get a reduced entitlement based on the hours you actually work.

29.3 If you don't work standard hours, you get leave equivalent to a full-time employee (or part-time employee, if you work part-time), but in most cases calculated on an hourly basis. By way of example, if you work an average 36¾ hour week but work a 9-day fortnight you would get 147 hours of annual leave (which is 4 weeks x 36¾ hours) and 110¼ hours personal leave (which is the equivalent of 15 days x 7.35hrs).

29.4 Section 14 explains how *Telstra* calculates your pay for the purposes of paying your leave entitlements.

30. Annual leave

30.1 Your entitlement

a) You get 4 weeks of paid annual leave each year. Your leave accrues progressively throughout the year, is credited to you monthly and is cumulative.

b) If you are a *continuous shiftworker*, you may get up to 1 additional week (7 consecutive days including non-working days) of paid annual leave each year. You will be entitled to the additional week after working 10 Sundays in any calendar year. If you work fewer than 10 Sundays, you will be given a pro rata entitlement of ½ day for each Sunday worked. If you work overtime on a Sunday, it will count towards your leave entitlement so long as your overtime period is at least as long as the normal rostered shift.

30.2 Taking annual leave

a) You must agree with your manager when you will take annual leave. Your manager will act reasonably when trying to accommodate requests, having regard to *Telstra*'s business requirements.

b) *Telstra* may direct you to take leave if it's reasonable to do so. Examples of when *Telstra* might do this include:

i) if *Telstra* is shutting down all or part of the business for a period, such as over Christmas or New Year;

ii) if you have accrued more than 6 weeks of annual leave (7 weeks for continuous shift workers) – though *Telstra* won't leave you with less than 4 weeks of accrued annual leave if *Telstra* does this (or 5 weeks if you are a continuous shift worker).

c) If you are on annual leave and you need to take some other form of leave (for example, personal leave), *Telstra* will re-credit your annual leave if the other form of leave is approved.

30.3 Cashing out your annual leave

You can choose to cash out an amount(s) of annual leave so long as you still have at least 4 weeks of accrued annual leave left. You and *Telstra* must agree to this in writing each time. You will be paid the full amount that you would have been paid if you had taken that annual leave. You can find more details in the relevant *Telstra* policy.

31. Buying extra leave

Once a year (usually in August/September), you can apply to buy extra leave. If your application to buy extra leave is approved, you salary sacrifice some of your pay in return for the extra leave. You cannot buy extra leave if you have an accrued annual leave balance of more than 5 weeks or an accrued long service leave balance of more than 3 months. You can find more details about buying extra leave in the relevant *Telstra* policy.

32. Personal leave

32.1 Your entitlement

a) You get 15 days of paid personal leave each year, which *Telstra* credits you with at the start of each leave year and which is cumulative. You will only be credited with a portion of this if you are engaged on a fixed term basis for less than 12 months.

b) You can use this leave:

i) if you are sick or injured; or

ii) to care for a member of your immediate family or household who is sick or injured or where they are the subject of an unexpected emergency.

32.2 Taking personal leave

a) You must provide your manager with medical evidence:

i) if your personal leave is more than 3 consecutive work days; or

ii) if you have already taken more than 5 personal leave days during the leave year without providing evidence.

b) *Telstra* usually won't ask you to provide medical evidence for the first 5 days of paid personal leave each year. However, *Telstra* reserves the right to ask for medical evidence within one day of your return to work if your manager has a reasonable concern that you may not be entitled to take personal leave. If so and you are not able to provide medical evidence, *Telstra* will accept a statutory declaration that explains the reason you were unable to attend work.

33. Family and Domestic Violence Leave

33.1 *Telstra* recognises the negative impacts that family and domestic violence can cause in the broader community and the workplace.

33.2 *Telstra* supports efforts to reduce the impact of family and domestic violence and will provide employees experiencing the effects of family and domestic violence with up to 10 days paid leave per calendar year to attend medical appointments, counselling, legal proceedings, relocation activity and / or any other activities related to the effects of family and domestic violence.

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

33.4 Full details of *Telstra's* Family and Domestic Violence leave provisions can be found in *Telstra's Family and Domestic Violence Support Policy.*

34. Bereavement/compassionate leave

34.1 Your entitlement

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

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

b) after the death of a member of your immediate family or household.

34.2 Taking bereavement/compassionate leave

You must provide *Telstra* with evidence that you need to take bereavement/compassionate leave if *Telstra* asks for it.

35. Parental leave

35.1 Your entitlement

a) The following table summarises what parental leave you get:

You are....	How long must you have been employed by *Telstra*?	How much leave do you get?	Is the leave paid?
A primary carer (the parent who has the principal role of providing care and attention to an eligible child, including birth mothers, adoptive primary carers and same-sex couple primary carers)	No minimum period	Up to 12 months plus the right to request a further 12 months (so long as all leave is completed before the child reaches 24 months of age)	If you have 12 months' or more continuous service, yes – the first 16 weeks is paid (subject to the rules below)

You are....	How long must you have been employed by *Telstra*?	How much leave do you get?	Is the leave paid?
A secondary carer (the parent who does not have the principal role of providing care and attention to an eligible child)	12 months	Up to 8 weeks starting within 4 weeks of the birth or placement of the child	Yes – up to 2 weeks is paid

b) If you are not a birth mother, to qualify for paid leave:

i) your child must be under school age or a disabled child under 18 years old; and

ii) your parental leave must start within 4 weeks of the date of adoption or the birth of your child.

c) All primary carers (including birth mothers) can choose to take double the period of paid leave and receive half-pay during this period.

d) You can take accrued annual leave or long service leave during any period of unpaid parental leave.

e) If a public holiday falls during your parental leave:

i) *Telstra* will pay you for the public holiday if it occurs during a period of paid parental leave; and

ii) you will not be entitled to any additional parental leave in place of the public holiday.

f) More detail on your parental leave entitlement is set out in *Telstra* policy.

35.2 Taking parental leave

You should refer to *Telstra* policy to find out how to take parental leave.

36. Long service leave

36.1 You get 3 months of long service leave after 10 years of service, and a further 9 days for each additional year of service.

36.2 Further details of your long service leave entitlement are set out in *Telstra* policy and in the *Long Service Leave (Commonwealth Employees) Act 1976*. This Act:

a) will apply to you until this *Agreement* is terminated or replaced; and

b) overrides any entitlements to long service leave under State or Territory laws.

37. Community Service leave

You can take a number of different types of community service leave to undertake an eligible community service activity, including jury service and some voluntary emergency management activities. You should refer to *Telstra* policies to find out how to take community service leave and in what circumstances it is paid.

38. Public holidays

38.1 *Telstra* will observe as public holidays: New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, ANZAC Day, Queen's Birthday (on whichever day your State or Territory celebrates it), Labour Day or Eight Hour Day, Christmas Day, Boxing Day (or Proclamation Day in SA); any other day or part-day declared or prescribed as a public holiday.

38.2 Where you live and work in a different State, Territory or locality, you will be entitled to the public holidays in the State, Territory or locality where you work.

38.3 Public holiday conditions will apply on these days or part-days. If you work in South Australia, you will not be entitled to public holiday conditions on Sundays unless the Sunday is one of the public holidays listed above.

38.4 If you work (not live) in a place in which a public holiday has been declared or prescribed, you can have the day or part-day off and be paid; or, if you are required to work, you will receive the prescribed penalty or overtime rates where you are eligible.

38.5 You will usually be entitled to a paid day or part-day off on days or part days declared as public holidays. However, *Telstra* may ask you to work so long as the request is reasonable. You can refuse to work if *Telstra's* request is not reasonable or if you have reasonable grounds to refuse to work. Some of the things that Telstra will take into account when considering what's reasonable will include:

a) what work the employee does;

b) *Telstra's* business requirements;

c) the employee's personal circumstances, including any family or carer responsibilities; and

d) how much notice *Telstra* gives you.

38.6 Public holidays for employees on particular hours arrangements

a) If you work full-time under one of the following arrangements:

i) a scheduled hours arrangement;

ii) a shiftwork arrangement;

iii) the Flexible Working Hours Scheme; or

iv) a 9-day fortnight; and

a public holiday falls on a day when you could have been scheduled to work ordinary hours but were not scheduled to work, you will receive either:

v) an additional day's pay, or

vi) a day off in lieu to be taken within 4 weeks of the public holiday.

b) If this day off in lieu is not possible, *Telstra* will pay you an additional day's pay.

c) The calculation of an additional day's pay will be based on your average daily hours excluding penalties. Payment will be adjusted proportionately where only part of your ordinary hours fall on a public holiday.

d) If you ordinarily work between Monday and Friday only, public holidays that fall on Saturdays or Sundays are excluded.

38.7 Public holidays for Retail employees

Refer to Section 11 of this *Agreement*.

39. Telstra Additional Day

39.1 You are entitled to take an additional paid day off each calendar year. You can choose the timing of this day, subject to your manager's approval and taking business and customer requirements into account. If you do not take this day within the calendar year, you lose it and it will not accrue.

39.2 If you have not taken your *Telstra* Additional Day by 1 October of the calendar year due to business requirements, then you may, with reasonable notice, choose a date to take this leave until the end of the calendar year. *Telstra* will approve this date, subject to operational requirements. Where your chosen date cannot be accommodated, *Telstra* will allow you to take an alternative date before the end of the calendar year.

SECTION 8: REDUNDANCY

IT'S HOW WE CONNECT

40. Some overarching principles

40.1 Shared objectives about redundancy

The following principles reflect the objectives of *Telstra* about Redundancy, the Placement Period and Retrenchment:

a) *Telstra* may appoint an employee to perform another suitable role at any time prior to their employment ending in order to avoid the employee being retrenched;

b) where retrenchments occur, the separation process will be fair and based on respect for the individual;

c) while Telstra recognises that employment security cannot be guaranteed, our objective is to provide access to job opportunities and reasonable retraining for employees within Telstra, where the roles they perform are unlikely to be required on an ongoing basis;

d) *Telstra* will consider voluntary measures (such as requests for voluntary redundancies and voluntary swaps) in order to mitigate the effect of redundancies;

e) *Telstra* retains discretion about who is selected for retrenchment or appointed to another role, and will take into account, including but not limited to the following:

i) business requirements;

ii) your skills and experience;

iii) your likely ability to meet the requirements of any new role;

iv) your preferences and career aspirations; and

v) the location of any new role;

f) *Telstra* will consult with you and the *Telstra Unions* about redundancies as described in Section 6.

40.2 When is my job redundant?

Your job may be redundant if:

a) for operational, economic, technical or structural reasons, *Telstra*'s requirement for work of a particular kind has ceased or significantly reduced, or

b) *Telstra* has decided that it will no longer carry out the function associated with your job or will no longer carry it out at your location.

40.3 Support that Telstra offers

a) *Telstra* understands the importance of proper support where your job is redundant.

b) You can always talk with your manager or Human Resources about your redundancy. In addition, you can contact *Telstra*'s Employee Assistance Program (EAP), details of which are on the intranet.

41. Individual redundancy

If your job is redundant *Telstra* will tell you and the *Telstra Union* entitled to represent you about the decision to make your job redundant, the reasons for it and when you are likely to commence the Placement Period. *Telstra* will do this as soon as practicable after making the decision.

42. Group redundancy

42.1 Sometimes *Telstra* may need to reduce the number of employees in a group who are performing the same job.

42.2 If *Telstra* needs to do this, *Telstra* will tell the employees in the group and the *Telstra Union* entitled to represent those employees and explain the reasons for the reduction. *Telstra* will do this as soon as practicable after making the decision and before any retrenchments happen.

42.3 Selection process

a) *Telstra* will fairly and objectively rank employees in the group, using merit-based criteria. *Telstra* will not consider anything, other than your ranking, when deciding who will be selected for redundancy.

b) *Telstra* will ask for applications from volunteers within the group and consider any applications before selection is completed.

c) *Telstra* will tell you if you have been selected. This will happen no earlier than 7 and generally no later than 21 calendar days after you were originally told that a reduction in roles is required.

d) If your role is redundant you will commence the Placement Period set out in Section 9.

43. Voluntary redundancies

43.1 If Telstra calls for voluntary redundancies, *Telstra* may consider, but does not have to accept any applications.

43.2 *Telstra* will tell you the period of time in which you may apply for voluntary redundancy. In the case of a group redundancy, this period will be no later than 7 calendar days after you were originally told about the reduction.

43.3 You must tell *Telstra* if you want to apply for voluntary redundancy no later than the time indicated by *Telstra*.

43.4 If *Telstra* accepts your application for a voluntary redundancy, you will commence the Placement Period set out in Section 9.

44. Site function closure

44.1 Sometimes *Telstra* may need to close a site function and make the roles of all employees at that site redundant.

44.2 If *Telstra* needs to do this, *Telstra* will tell the employees working in the site function and the *Telstra Union* entitled to represent those employees about the redundancies, the reasons for them, who is likely to be affected and when the Placement Period is likely to commence. *Telstra* will do this at least 6 weeks before the *site function* closes.

45. What happens if Telstra decides your role is redundant?

45.1 If *Telstra* tells you that your role is redundant or has accepted your application for voluntary redundancy, *Telstra* will then advise you when the Placement Period is likely to commence and its expected end date.

45.2 In some instances, if you have been told that your role has been selected for redundancy or your application for voluntary redundancy has been accepted, you may not commence the Placement Period straight away. However, in the meantime, you will be encouraged to apply for roles within *Telstra* and *Telstra* will also seek to identify suitable roles into which you may be appointed by *Telstra*.

45.3 If you have been told that your role has been selected for redundancy, you will have 7 days lodge an appeal against your redundancy unless your redundancy is because of a *site function* closure (see clause 46 "Appeals" below).

46. Appeals

46.1 If you are selected for redundancy, you may appeal your selection unless your redundancy arises because of a *site function* closure.

46.2 You must lodge an appeal within 7 days of being notified of your selection, setting out why you are appealing your selection. *Telstra* will only consider reasons set out in your appeal.

46.3 *Telstra* will review your appeal and give you an opportunity to have your say. How and when this occurs is up to *Telstra* (acting reasonably) and *Telstra* will not delay the appeal process if you fail to take up a reasonable opportunity to have your say.

46.4 The person dealing with the appeal must:

a) not have been involved in the original decision;

b) make a decision within 10 business days of you lodging your appeal; and

c) tell you what that decision is.

46.5 The decision will be either to confirm your selection or to set the selection aside. If it is set aside, your case will be sent back to the manager who selected you for redundancy to determine their decision again following any recommendations that are made.

46.6 During the appeal process:

a) *Telstra* will not retrench you; and

b) you must still participate in the Placement Period if it has commenced.

46.7 If you wish to dispute an appeal decision, you may use the dispute resolution process (see Section 6) which will start at Step 4.

46.8 This clause does not apply to a decision by *Telstra* to appoint you to another suitable role.

47. Transitional arrangements

47.1 This Section applies to redundancies notified after this *Agreement* commences. Redundancies notified prior to the commencement of this *Agreement* will continue to be dealt with under the provisions that previously applied.

SECTION 9: PLACEMENT PERIOD

IT'S HOW WE CONNECT

48. Employment Security

While *Telstra* recognises that employment security cannot be guaranteed, our objective is to provide access to suitable job opportunities and reasonable retraining for employees within *Telstra*, where the roles they perform are unlikely to be required on an ongoing basis.

49. Placement Period

49.1 During the Placement Period, *Telstra* may appoint you to a suitable role in accordance with clause 15 or assist you to try to find another job at *Telstra* or, if that is not possible, assist you to prepare for a career transition. You must participate in the Placement Period for at least 4 weeks or, if it is a site function closure, for 6 weeks, unless clause 49.7 applies.

49.2 During the Placement Period, *Telstra* will offer transition services that may include assistance with: finding another job within or outside *Telstra*, preparing job applications and interview techniques and transitioning to another employer or out of the workforce.

49.3 If your role has been selected for redundancy and you have been redeployed into a suitable role, *Telstra* will provide reasonable retraining.

49.4 If you are appointed to another suitable role by *Telstra*, you will not be entitled to a retrenchment benefit under Section 10.

49.5 You can ask to extend the Placement Period for up to a further 4 weeks and *Telstra*, at its discretion, may agree to this. If you are still not appointed to another role at the end of the extended period, you will be retrenched and your retrenchment benefit under clause 51.3 will be reduced by the *Fixed Remuneration* you received during the period you continued to be employed.

49.6 *Telstra* may also request to extend the Placement Period. This will only occur with your agreement. Your retrenchment benefit under clause 51.3 will not be reduced in these circumstances.

49.7 *Telstra* may, at its discretion, allow you to leave before the end of the Placement Period and be paid your retrenchment benefit under clause 51.3. *Telstra* will usually only allow this if it is satisfied that there are unlikely to be any suitable available roles for you or if there are other special circumstances.

49.8 If as part of the Placement Period you are appointed to a role for a fixed term and there is no suitable permanent role for you at the end of fixed term, *Telstra* will consider whether there are any other suitable available roles. If no role is identified, you will be retrenched and remain entitled to retrenchment benefits under clause 51.3 which will be calculated based on at least the rate of pay of your redundant role.

50. Review Period

50.1 If you have been appointed to a new role during the Placement Period, you can request a review of the suitability of the role after 3 months, and no longer than 4 months, after the date of your appointment to that role (Review Period). The review will only consider whether the role is suitable within the meaning of clause 15.

50.2 During the Review Period, if you and your manager agree that the role that you have been appointed to is not suitable, then you will commence another Placement Period. If you are not appointed to another suitable role during this further Placement Period, you will be retrenched and entitled to retrenchment benefits in accordance with clause 51.3.

50.3 If you and your manager cannot agree on whether the role that you have been appointed to is suitable, then you can request a review under *Telstra*'s internal resolution process during the Review Period only. You may bring a support person, including from a union, to any interview or meeting you are asked to participate in during this process.

50.4 The review decision will be either that the role is suitable or not suitable. If the role is not suitable, then you will commence another Placement Period. If you are not appointed to another suitable role during this further Placement Period, you will be retrenched and entitled to retrenchment benefits in accordance with clause 51.3.

50.5 *Telstra* will not require you to participate in more than two Placement Periods arising out of the redundancy of the one role.

SECTION 10: RETRENCHMENT

IT'S HOW WE CONNECT

51. Retrenchment

51.1 You are retrenched if:

a) you have been notified that your role is redundant in accordance with Section 8;

b) you have not been appointed to a suitable role in accordance with Section 9; and

c) *Telstra* notifies you that your employment will end due to redundancy.

51.2 If you are retrenched, Telstra will pay you:

a) your retrenchment benefit (see clause 51.3 below);

b) any normal pay since your last pay day;

c) accrued but untaken annual leave; and

d) accrued long service leave (provided you have at least 1 year's continuous service).

51.3 Your retrenchment benefits

a) Your retrenchment benefit will be calculated in accordance with the table below:

Completed years of continuous service	Retrenchment Benefit
Less than 1 year	4 weeks
At least 1 year but less than 2 years	6 weeks
At least 2 year but less than 3 years	8 weeks
At least 3 year but less than 4 years	12 weeks
At least 4 year but less than 5 years	16 weeks
At least 5 years	20 weeks plus: • an additional 3 weeks for each subsequent completed year of continuous service; and • a pro rata payment (based on 3 weeks' pay for a completed year) for any completed months of continuous service since your last completed year of continuous service

b) If you:

i) are over 50, and

ii) have completed more than 5 years of continuous service,

Telstra will pay you an additional week's pay for each service date passed after you turned 50 (and a pro rata payment of 1 week for any completed months of continuous service since your last completed year of continuous service).

c) *Telstra* will pay a minimum benefit of 4 weeks' pay and a maximum benefit of 80 weeks' pay.

d) Your retrenchment benefit is inclusive of any entitlement to pay in lieu of notice of termination, up to 4 weeks. If you have an entitlement to more than 4 weeks' notice, *Telstra* will pay you the amount in excess of 4 weeks.

e) Your retrenchment benefit is in addition to any remuneration earned during your Placement Period, which is generally a minimum of 4 weeks.

f) Section 14 explains how *Telstra* calculates your pay for the purposes of paying your retrenchment and separation benefits.

g) Notwithstanding any other provision of this *Agreement*, if you are retrenched, Telstra will pay you at least any minimum payments to which you are entitled under the NES.

51.4 Some special rules for certain types of employees

a) If you work part-time, *Telstra* will calculate your retrenchment benefit based on the weighted average of your full-time and part-time service, with a minimum of the part-time status as at your final day.

b) If you have been acting in a higher position for a continuous period of at least 12 months immediately before *Telstra* issued your notice of retrenchment, *Telstra* will calculate your retrenchment benefit based on your pay in the higher position.

c) If you have been paid a shift allowance in half or more of the pay periods in the 12 months immediately before *Telstra* gave you notice of retrenchment, *Telstra* will include the weekly average shift allowance over this period when calculating your retrenchment benefit.

d) *Telstra* may, at its discretion, include other allowances in the nature of salary when calculating your retrenchment benefit.

52. Recognition of prior learning

You may apply to the *Telstra* RTO for recognition of prior learning (RPL) for a qualification or competency listed on the scope of its registration. *Telstra* will give you reasonable assistance to gain the recognition you are entitled to based on your prior learning. This assistance may extend beyond your date of retrenchment to ensure a reasonable period has been provided to attain appropriate recognition.

SECTION 11: TELSTRA RETAIL OUTLETS

IT'S HOW WE CONNECT

This Section applies to employees who perform retail work in a *Telstra* retail outlet. For the avoidance of doubt, it does not apply to employees who perform technical work in a retail outlet. It replaces provisions elsewhere in this *Agreement* that deal with the same matters.

53. Ordinary hours of work

53.1 Full time employees

Your ordinary hours of work will be 73½ hours each fortnight.

53.2 Part-time employees

If you are a part time employee you will be scheduled to work less than 73½ hours each fortnight. If you are a part time employee you will receive equivalent pay and conditions to a full-time employee on a pro rata basis.

53.3 When *Telstra* requires you to work

Your ordinary hours of work will be worked between:

a) 7.00 am to 9.00 pm, Monday to Friday

b) 7.00 am to 6.00 pm, Saturday, and

c) 9.00 am to 6.00 pm on Sunday.

The above span of hours will be used for the purposes of calculating overtime in accordance with clause 20.2.

54. Casual rates of pay

54.1 *Telstra* only employs casual employees at the level of Retail Employee Level 1, as defined in the General Retail Industry Award 2010. The rates in this clause have been set to exceed the applicable award rate as at the *Commencement Date*.

54.2 If *Telstra* employs you on a casual basis, you will be paid a minimum hourly rate for all hours worked as follows:

	Ordinary rate (25% loading)	Saturday (35% loading)	Sunday (100% loading)	Public holidays (175% loading)
From 1 October 2015	$24.70	$26.68	$39.52	$54.34
From 1 October 2016	$25.44	$27.48	$40.70	$55.97
From 1 October 2017	$26.20	$28.30	$41.92	$57.65

54.3 These rates include a 25% loading in lieu of the matters set out in the casual employees provision in clause 16.2(c) and the equivalent provisions in this Section.

55. Penalty payments for all other employees

55.1 *Telstra* will pay the following additional payments for all ordinary hours on particular days or at particular times as follows:

Evening work 6pm – 9pm Monday to Friday	Saturday	Sunday	Public Holiday
25%	25%	100%	150%

55.2 These penalties do not apply to Store Leaders or casual employees.

56. Public holidays

If a public holiday falls on a weekend and a substitute public holiday is declared or gazetted, you will only be paid the additional public holiday payment on the substitute day.

57. Meal allowance

57.1 *Telstra* will pay you a meal allowance if you are requested to work overtime that:

a) extends beyond your next scheduled meal break (i.e. no greater than 5 hours after your previous break); and

b) you were not notified the previous day or earlier of the requirement to work overtime.

57.2 Payment will be at the rate described in Section 13.

57.3 This provision does not apply to Store Leaders.

58. Scheduling & rostering

58.1 *Telstra* will develop a schedule for your ordinary hours in accordance with the *Telstra* Retail Outlet Scheduling Policy and the following:

a) you may be scheduled up to a maximum of 10 hours per day (excluding meal breaks);

b) you will not be required to work a 10 hour day for more than 3 consecutive days;

c) if you work full-time, *Telstra* will not schedule you for less than 6 hours each day, unless your store is open for less than 6 hours on a particular day; and

d) *Telstra* will not use split schedules within the span of ordinary hours.

58.2 When *Telstra* sets hours of work and rosters, customers' needs and business requirements will be a significant consideration. However, *Telstra* will also consider personal circumstances of employees, including family/carer responsibilities and will make sure that outcomes are distributed fairly across the work group.

58.3 This provision does not apply to Store Leaders.

59. 24 hour trading

59.1 Where a *Telstra* retail outlet trades for 24 hours in a day, *Telstra* may schedule you to work outside the usual span of ordinary hours. *Telstra* will pay you an additional payment for working hours outside the span of ordinary hours (and in place of overtime rates), as follows:

If you work outside the span on a....	***Telstra* will pay you...**
Monday to Friday	an additional payment of 30% of your salary for all hours worked outside the span
Saturday	an additional payment of 80% of your salary for all hours worked outside the span
Sunday or public holiday (including, to avoid doubt, Christmas Day)	an additional payment of 130% of your salary for all hours worked outside the span

59.2 **These additional payments do not apply to Store Leaders or casual employees.**

60. Relocation to another Telstra retail outlet

60.1 *TTelstra* may permanently or temporarily relocate you to another *Telstra* retail outlet that is no greater than one hour's additional travel time (each way) from your place of residence. For the purpose of this clause your travel time will be measured by the actual mode of transport you use.

60.2 If Telstra relocates you to another *Telstra* retail outlet that is either:

a) outside a 10km radius of your current store; or

b) inside a 10km radius of your current store, but more than one hour's additional travel time from your current store

Telstra will pay you a daily allowance (for each day worked) of $20.00.

60.3 *Telstra* will not pay the allowance if:

a) you are a casual employee;

b) the new location is less than 10km additional travel (each direction) from your place of residence;

c) you work at the new location for more than 3 months (the allowance will stop after the first 3 months); or

d) you worked at the new location within the 3 months prior to the transfer and received the allowance at that time.

60.4 This provision does not apply to Store Leaders.

61. Team meetings

61.1 *Telstra* may require you to attend team meetings before and/or after your rostered start/finish time, some or all of which may be outside the span of ordinary hours.

61.2 *Telstra* will pay you your ordinary rate of pay for attendance at team meetings during the span of ordinary hours

SECTION 12: LOG ON ARRANGEMENTS

IT'S HOW WE CONNECT

62. Field-based employees - travel to worksites

62.1 A field based employee in the *Customer Field Workstream* 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.

62.2 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: An extract of the Operational Vehicles Policy setting out the business rules for Commuter Use Category Vehicle usage will be provided to Fair Work Commission upon lodgement of this *Agreement* (however does not form part 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 Section.

62.3 For the purpose of this Section, "work area" means the geographical area in which an employee is normally expected to work. The scope of the work area is determined by the volume of work undertaken by a team member under a team leader. The work area can be described by a number of telephone exchanges. Employees are allocated to a work area and the work area will be the point of reference to calculate any arrangements contemplated in the provisions below about "Transfer to another work area".

63. Start of day procedures - first job received on the day

63.1 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, e.g. telephone/electronic. The procedures in this clause do not apply to an employee who receives their first job of the day the previous evening.

63.2 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.

64. Start of day procedures - first job received the night before

64.1 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, e.g. telephone/electronic, the night before the following working day.

64.2 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:

i) travel any time in excess of 30 minutes in ordinary work time; or

ii) take time off in lieu equivalent to the time in excess of the 30 minutes; or

iii) be paid overtime at the appropriate rate for travel time in excess of 30 minutes.

65. 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 the start of day procedures above.

66. Where an employee is required to travel to another work area

Where an employee is required to start work in another work area, they will not be required to travel in their own time for a period greater than that described in clause 65.

67. End of day procedures

Employees to whom the above provisions apply 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.

68. Transfer to another work area

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

69. Return of motor vehicles

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

SECTION 13: ALLOWANCES

70. All employees

<table>
<tr><th rowspan="2">Allowance</th><th rowspan="2">You are eligible if:</th><th colspan="3">You will be paid:</th></tr>
<tr><th>Commencement Date – 30 September 2016</th><th>1 October 2016 – 30 September 2017</th><th>From 1 October 2017</th></tr>
<tr><td>Higher duties allowance</td><td>See provision below</td><td colspan="3">See provision below</td></tr>
<tr><td>Temporary shift allowance</td><td>See Section 4</td><td colspan="3">An allowance of 5% of your pay (see Section 14 for how this is calculated), payable on a pro rata basis for the time you are receiving the allowance.</td></tr>
<tr><td>Height allowance</td><td>Telstra requires you to work on a tower, mast, guy-rope or telecommunications structure on the external face or parapet of a building, at a height of 15 metres or more for more than 2 hours in a day</td><td><table><tr><th>Height</th><th>Rate per day</th></tr><tr><td>15m <45m</td><td>$6.89</td></tr><tr><td>45m <90m</td><td>$15.71</td></tr><tr><td>90m <150m</td><td>$26.93</td></tr><tr><td>150m and ></td><td>$39.27</td></tr></table></td><td><table><tr><th>Height</th><th>Rate per day</th></tr><tr><td>15m <45m</td><td>$7.02</td></tr><tr><td>45m <90m</td><td>$16.02</td></tr><tr><td>90m <150m</td><td>$27.47</td></tr><tr><td>150m and ></td><td>$40.06</td></tr></table></td><td><table><tr><th>Height</th><th>Rate per day</th></tr><tr><td>15m <45m</td><td>$7.16</td></tr><tr><td>45m <90m</td><td>$16.34</td></tr><tr><td>90m <150m</td><td>$28.02</td></tr><tr><td>150m and ></td><td>$40.86</td></tr></table></td></tr>
<tr><td>First aid allowance</td><td>you are a Telstra nominated first aid officer</td><td>$9.19 each week

Telstra will also pay for your training and certification to St John's Ambulance Senior First Aid standard or equivalent</td><td>$9.37 each week

Telstra will also pay for your training and certification to St John's Ambulance Senior First Aid standard or equivalent</td><td>$9.57 each week

Telstra will also pay for your training and certification to St John's Ambulance Senior First Aid standard or equivalent</td></tr>
</table>

71. Higher Duties Allowance

IT'S HOW WE CONNECT

71.1 Eligibility

a) If *Telstra* requires you to perform work of a higher classified role on a temporary basis (generally not longer than 12 months), you will be eligible to receive a higher duties allowance as follows:

b) If you are a *Job Family Employee* you must perform some or all of the work of a higher classified role for a period of at least 4 weeks to qualify for a higher duties allowance.

c) If you are a *Workstream Employee* you must perform some or all of the work of a higher classified role for a period of:

i) one day, if the higher classified role has a minimum salary less than that set out in the table below

ii) one week, if the higher classified role has a minimum salary of at least the amount set out in the table below or more.

Commencement Date – 30 September 2016	1 October 2016 – 30 September 2017	From 1 October 2017
$99,487.70	$102,472.30	$105,546.50

71.2 Payment

a) If you are a *Job Family Employee*, *Telstra* will determine the amount of the allowance, taking into account the remuneration of your normal job, the remuneration of the higher classified job, and the percentage of tasks of the higher classified role that you will undertake.

b) If you are a *Workstream Employee*, the amount of the higher duties allowance will be:

i) if you are performing all of the work of the higher classified job, the difference between your actual salary and the minimum salary for the higher classified role

ii) if you are performing some (but not all) of the work of the higher classified job, *Telstra* will set the amount of the allowance. If the period of performing higher duties extends beyond 12 months, the allowance will be based on the difference between your actual salary and the minimum salary for the higher classified job.

c) *Telstra* will consider re-classifying a role to a higher level where:

i) an employee has performed work at the higher level for a period of at least 12 months, and this is not due to covering periods of extended leave, for example, parental leave, or

ii) an employee is frequently required to work at a higher level.

d) Higher duties allowance is regarded as salary for all intents and purposes other than payment during long service leave and calculation of severance payment, which will be at ordinary salary where the higher duties allowance has been paid for periods of less than 12 months. Where a higher duties allowance has been paid for periods of at least 12 months, payment during long service leave and calculation of severance payment would be based on salary including the allowance.

72. *Workstream Employees only*

If you are a *Workstream Employee* you may be eligible to receive an allowance in certain circumstances as follows:

Allowance	You are eligible if:	You will be paid:		
		Commencement Date – 30 September 2016	1 October 2016 – 30 September 2017	From 1 October 2017

Allowance	You are eligible if:	You will be paid:		
Linguistic allowance	*Telstra* directs you, as part of your work, to translate from one language to another or communicate information to, or translate signs made by, a disabled person	$684.53 each year, while you are directed to do this work	$698.22 each year, while you are directed to do this work	$712.19 each year, while you are directed to do this work
Meal allowance	*Telstra* requires you to work overtime that is: • continuous with ordinary hours and you take an unpaid break (before or after the end of your ordinary hours), or • on Saturday after 2.00pm and you take an unpaid meal break, or • on Sunday or Public Holiday extending beyond an unpaid meal break. You will not be eligible if: • you perform overtime prior to normal work and you are able to take a paid meal break during normal work, or • you are receiving Travel Cost Allowance.	$17.12 each occasion	$17.46 each occasion	$17.81 each occasion

Allowance	You are eligible if:	You will be paid:		
Country employees meal allowance	• your normal work location is in the country, • you normally return home for lunch between the hours of 12.00 noon and 2.00pm, are sent away from your usual work location without notice prior to leaving home and without an opportunity of returning home to arrange lunch, and • you are not within 6.4kms of your usual work location between these hours Eligibility for a normal meal allowance continues to apply. If you are receiving Travel Cost Allowance you will not be eligible for this allowance.	$13.29 each occasion (limit of one payment per day)	$13.56 each occasion (limit of one payment per day)	$13.83 each occasion (limit of one payment per day)

SECTION 14: MISCELLANEOUS PROVISIONS

IT'S HOW WE CONNECT

73. Calculation of benefits under this Agreement

These rules apply to the calculation of salary related benefits under this *Agreement* (including severance payments, superannuation and leave entitlements):

a) All salary related benefits, except retrenchment, will be calculated by reference to your *Fixed Remuneration* not including *Telstra's* superannuation contribution. If *Telstra* pays you a *Grandfathered Allowance* your salary related benefits, except retrenchment, will be calculated by reference to your *Fixed Remuneration* not including *Telstra's* superannuation contribution but including your *Grandfathered Allowance*.

b) Retrenchment benefits will be calculated by reference to your *Fixed Remuneration* including *Telstra's* superannuation contribution. If *Telstra* pays you a *Grandfathered Allowance*, it will also include this when calculating retrenchment benefits.

74. *Exempt Employees*

74.1 The following groups of employees are exempt from conditions where it is noted throughout this *Agreement*.

74.2 *Workstream Employees*

a) Employees who are engaged in the *Technical Professional Workstream*, *Customer Field Workstream* or *Technical Workstream* at Band 9 or above, who are not Technical Specialists.

b) Employees in the *Support Workstream* or *Customer Sales and Service Workstream* whose Actual Salary exceeds the following:

Commencement Date – 30 Sept 2016	1 October 2016 – 30 September 2017	From 1 October 2017
$99,487.70	$102,472.30	$105,546.50

74.3 *Job Family Employees*

Employees whose *Fixed Remuneration* exceeds the following:

	Commencement Date - 30 September 2015	1 October 2016 – 30 September 2017	From 1 October 2017
Customer Support (Technical)			
People Manager roles	$90,234.18	$92,941.21	$95,729.44
Customer Support (Non-Technical)	$90,234.18	$92,941.21	$95,729.44
Professional Technical Services			
Individual Contributor roles	$104,054.72	$107,176.36	$110,391.65
People Manager roles	$90,234.18	$92,941.21	$95,729.44
Corporate Support Services	$90,234.18	$92,941.21	$95,729.44
Sales (Office or Field Based)	$90,234.18	$92,941.21	$95,729.44

75. *Telstra* policies

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

75.2 Whilst *Telstra* policies are not incorporated as terms of this *Agreement*, *Telstra* will consult with employees and unions about any changes to *Telstra* policy which may have a demonstrable effect on employees' pay and conditions.

76. Essential customer servicing

76.1 These provisions do not apply to *Exempt Employees* or employees scheduled under clause 20.4 "Scheduled additional hours worked from home".

76.2 If you are a Sales (Field Based) *Job Family Employee* you will be ineligible to receive payment for the allowances referred to in the table below. However, the remainder of the essential customer servicing provisions will apply, unless you are an Exempt Employee.

76.3 *Telstra* may schedule you to be available to work outside ordinary hours. Your manager will decide whether to schedule you for the purposes of these provisions, having regard to business needs and your ability to be at a worksite (or remotely access a worksite).

76.4 You may be eligible to receive an allowance in certain circumstances if your manager schedules you under these provisions, as follows:

Allowance	You are eligible if:	You will be paid:		
		Commencement Date - 30 September 2016	From 1 October 2016 – 30 September 2017	From 1 October 2017
On call	*Telstra* requires you to remain contactable and available within a reasonable time to return to work	$9.66 each night $22.31 each day and night	$9.85 each night $22.76 each day and night	$10.05 each night $23.22 each day and night
Emergent call	*Telstra* requires you to be available and ready to work within 30 minutes	$19.32 each night $44.44 each day and night	$19.71 each night $45.33 each day and night	$20.10 each night $46.24 each day and night
Immediate call	*Telstra* requires you to remain at home and be ready for immediate recall to work	$8.17 each hour	$8.33 each hour	$8.50 each hour

76.5 In addition, *Telstra* will pay you at overtime rates for any time worked. Overtime rates are set out in Section 4. *Telstra* will not pay you overtime or any allowance if you cannot or do not respond to a call for duty to the required degree of readiness.

76.6 If you perform work at home, the minimum payment will be 1 hour. If you choose to go to a worksite and you could have performed the work at home, *Telstra* will only pay you as if you had worked at home.

76.7 If you perform work at home for a period which is less than one hour, clause 17.3(c) will not apply. However, Telstra may, at its discretion, decide that you are not required to work a period of ordinary hours, without loss of pay, provided this period isn't longer than the number of hours of work performed, and does not extend into a second ordinary hours period of work.

76.8 If *Telstra* requires you to go to a worksite or a customer's premises, you will be paid for actual hours worked including travel time. If you are a *Workstream Employee* this will be subject to a minimum payment of 3 hours. In this case, if you are required to attend more than once, the minimum overtime payment will (subject to the minimum payment) not exceed the overtime payment that you would have received had you remained on duty for the entire time. This does not apply to work covered by the emergency work provisions below.

76.9 If you are a *Workstream Employee,* when overtime attendance not continuous with ordinary work involves work both before and after midnight, the minimum payment for the whole of the attendance will be at least equal to the minimum payment applicable to one day. Where a higher overtime rate applies on one of the days, the minimum payment will be calculated at the higher rate.

77. Excess Travel Time

IT'S HOW WE CONNECT

77.1 These provisions do not apply if you are a *Job Family Employee* or an *Exempt Employee* (see clause 74).

77.2 Eligibility

a) You are eligible for excess travel time payment in accordance with these provisions if:

i) you work in a part of the business where log on and travel arrangements do not apply, and

ii) you are required to travel or work away from your normal designated day by day location, and

iii) you are not able to travel within your ordinary hours of work, and

iv) the time in excess of your usual hours of work and your normal travelling time to and from your normal place of work or designated location is more than:

A) 30 minutes in any day; or

B) 2½ hours in any fortnightly pay period.

b) In these circumstances, calculation of excess travel time payment is calculated by subtracting the travelling time to the usual work location from travelling time to the temporary work location.

c) Payment will not be made for more than 5 hours in any one day.

d) Calculation of travelling time will be based on the type of transport chosen and used by the employee. This mode should be the most effective means, with consideration given to the excess travel time and cost incurred.

e) The eligibility rules for excess travel time at a temporary location are set out in *Telstra* policy.

77.3 Payment

Telstra will pay you at your normal ordinary hours pay rate from Monday to Saturday and at 150% of that rate on Sundays and public holidays.

78. Emergency work

78.1 *Telstra* may require an employee to perform work beyond their ordinary hours in emergency situations. However, this clause 78 does not apply if *Telstra* provides you with notice during ordinary work hours that it requires you to work additional hours under this clause 78.

78.2 If *Telstra* does not provide notice of the requirement to perform emergency work to the employee during ordinary work hours, *Telstra* will pay employees at the rate of 200%, or on a public holiday at the rate of 300%. These rates are the total rates of pay for emergency work and apply in place of normal ordinary hours, overtime and/or public holiday rates. For this purpose, work includes necessary travel time to and from work. A minimum payment of 3 hours will apply for *Workstream Employees*.

78.3 If you perform work at home, the minimum payment will be 1 hour for *Workstream Employees*. If you choose to go to a worksite and you could have performed the work at home, *Telstra* will only pay you as if you had worked at home.

78.4 Emergency work does not apply where *Telstra* changes the time when you start your ordinary hours work to meet an emergency.

78.5 Clause 17.3(c) does not apply unless you work more than 3 hours under this clause 78. However, *Telstra* may, at its discretion, decide that an employee who has performed work under this clause 78 is not required to work a period of ordinary hours, without loss of pay, provided this period isn't longer than the number of hours of emergency work performed, and does not extend into a second ordinary hours period of work.

79. Working in remote localities

IT'S HOW WE CONNECT

Working in remote localities will continue to be governed by *Telstra* policy. However, *Telstra* agrees that these arrangements will be no less generous than those in the Telstra Award 2015.

80. Working at sea

Schedule D of the Telstra Enterprise Agreement 2010-2012 is incorporated as a term of this *Agreement*.

DICTIONARY

IT'S HOW WE CONNECT

The Dictionary sets out the meanings of certain words or phrases used in this *Agreement*. You can identify a word or phrase that has a dictionary definition as it will be in italics.

Word/phrase	Meaning
Actual Salary	The salary you actually receive. For employees who receive a *Grandfathered Allowance* it includes that allowance.
Agreement	Telstra Enterprise Agreement 2015-2018
AWA	Australian Workplace Agreement. *AWAs* are individual employment agreements that *Telstra* entered into with various employees prior to 28 March 2008.
Band	Where it relates to *Workstream Employees*, Band refers to the level of a job within the relevant Workstream. Where it relates to *Job Family Employees*, Band refers to the level that the job is classified in accordance with *Telstra*'s classification system and *Telstra* Policy for *Job Family 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.
Commencement Date	The Commencement Date is 1 October 2015 or 7 days after the Fair Work Commission approves the Agreement, whichever date occurs last.
Continuous shiftworker	An employee who: • is a 7 day shiftworker, and • is rostered to and regularly works shift on Sundays and public holidays.
Corporate Support Services	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.
Core Jobs	Job descriptions that underpin the classification of *Workstream* jobs. These 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, are subject to a review (see Appendix C), and guide evaluators in determining the appropriate *Band* for new or substantially altered jobs.
Customer Field Workstream (CFW)	Employees engaged in Customer Access Network (CAN) construction and/or in the end to end installation, operation, maintenance and repair of all services for customers and/or in the supervision and/or direct operational support of such employees and the testers in the service assurance call centres.

Word/phrase	Meaning
Customer Sales and Service Workstream (CSSW)	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.
Customer Support (Non-Technical)	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.
Customer Support (Technical)	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. 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.
Eligible casual employee	An employee who has at least 12 months of continuous service with *Telstra* and who has a reasonable expectation of further employment with *Telstra*.
Exempt Employee	An employee who meets the criteria set out in Section 14 of this *Agreement*.
Fixed Remuneration	A component of remuneration which includes an employee's base salary, annual leave loading and *Telstra*'s contribution (or notional contribution) to superannuation, but not including any Grandfathered allowance.
Grandfathered Allowance	An annualised allowance which is treated as ordinary time earnings and paid fortnightly.
Individual Contributor role	Individual contributor roles are those where the majority of duties are of an operational, specialised or technical nature as opposed to managing people.
ITEA	Individual Transitional Employment Agreement. *ITEAs* are individual employment agreements that *Telstra* entered into with various employees between 28 March 2008 and 31 December 2009.
Job Family Employee	You are a *Job Family Employee* if you are not a *Workstream Employee*.
NES	The National Employment Standards as contained in the *Fair Work Act 2009*, as amended or replaced from time to time.
Parties	*Telstra*, the *Telstra Unions* and the employees covered by the *Agreement*.
People Manager	People manager roles are those which involve duties in the management of employees, which (among other things) would typically involve conducting formal performance reviews, and approving timesheets and leave applications.
Performance Year	The period from 1 July in one year through to 30 June in the next year.

Word/phrase	Meaning
Professional Technical Services	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.
Remuneration Summary	A document provided separately to an employee from time to time setting out the employee's remuneration. Your *Remuneration Summary* does not form part of this *Agreement*.
Sales	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 through *Fixed Remuneration* and commission/incentive payments based on sales/performance. Field Based: those employees not operating predominantly from a *Telstra* office based location (i.e. employees will have frequent on location client visits). Office Based: those employees operating predominantly from a *Telstra* office based location.
Site Function	Work that is treated by *Telstra* as a substantial, distinct and discrete activity at a discrete geographical location.
Support Workstream (SW)	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 (TW)	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.

Word/phrase	Meaning
Technology Professional Workstream (TPW)	Employees engaged in applying theoretical skills and knowledge to voice, data, video and information technologies and related architecture and those engaged in the direct supervision of these employees. The work is focused on applying, either directly or in coaching others, first principles to solve problems of a conceptual or novel nature in relation to the above technologies and architecture. It is characterised by longer term planning horizons. The work is undertaken within higher degrees of autonomy in determining the conceptual approach.
Telstra	Telstra Corporation Limited (ABN 33 051 775 556)
Telstra Executive Team	The group of senior managers who are responsible for the strategic leadership of *Telstra*, holding positions that are classified higher than Band 1.
Telstra Job Evaluation and Classification System	The grading system that will apply to all jobs of *Workstream Employees*. 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.
Telstra Unions	• Association of Professional Engineers, Scientists and Managers Australia (APESMA) • Communication, Electrical and Plumbing Union of Australia (CEPU) • Community and Public Sector Union (CPSU)
Workstream	A defined group of employees working in jobs which are operationally and organisationally associated within *Telstra*.
Workstream Employee	You are a *Workstream Employee* if: • just before the *Commencement Date*, you were employed as a *Workstream Employee* under the *Telstra* Enterprise *Agreement* 2012-2015; • you terminate an AWA or ITEA which had expired prior to 24 September 2010, you did not work in a retail outlet at that date and you elect to be a Workstream Employee; or • you terminate an AWA or ITEA which applied to you, you perform work which would fall under the Customer Field Workstream or Technical Workstream were you a Workstream Employee,and you elect to be a Workstream Employee.
You	Employees to whom this agreement applies. Sometimes, depending on the context, it may mean a more limited group of these employees.

APPENDIX A: PAY FOR JOB FAMILY EMPLOYEES

IT'S HOW WE CONNECT

A1.Pay increases

A1.1 *Telstra* will guarantee an overall pay pool that will be distributed on an individual basis, as outlined in the table below. Your manager will review your *Fixed Remuneration* each year in line with this pay pool and your actual increase will depend on your individual performance and current remuneration. *Telstra* will set out any change to your pay in a new *Remuneration Summary*; any change is at *Telstra*'s discretion. You will be notified of any change to your pay in around September each year and increases will apply from 1 October each year.

A1.2 Your manager will have given you a letter in the first half of September 2015, which sets out any pay increase for the 1 July 2014-30 June 2015 performance year. Your new *Fixed Remuneration* will apply from 1 October 2015.

Performance Year	Guaranteed pay pool	Increases effective
1 July 2014-30 June 2015	3%	1 October 2015
1 July 2015-30 June 2016	3%	1 October 2016
1 July 2016-30 June 2017	3%	1 October 2017

A1.3 Subject to item A.3, provided that your performance was at a satisfactory level throughout the performance year (this being a rating '3' at the time of making this *Agreement*), you will receive at least a 1.5% increase in *Fixed Remuneration*.

A2.How the pay pool is calculated and distributed

A2.1 The pay pool for 1 October 2015 has already been calculated and allocated, and will be paid to you subject to a majority of eligible employees voting in support of this Agreement. As outlined above, you will be provided with a letter in September 2015, which sets out any pay increase for the 1 July 2014-30 June 2015 performance year.

A2.2 The following will apply for 1 October 2016 and 1 October 2017 increases:

a) *Telstra* is committed to ensuring that the remuneration review process is transparent and understood by you.

b) *Telstra* will calculate the overall pay pool for *Job Family Employees* by totalling the *Fixed Remuneration* of all *Job Family Employees* and multiplying it by the percentage set out in the above table.

c) *Telstra* will publish on the intranet during the annual review period each year a pay increase matrix which guides managers on how the pay pool should be distributed. The matrix will set out guidance on the % increase that managers should apply, having regard to your current pay and your performance rating.

d) Your manager will be allocated a remuneration increase budget based on the overall pay pool, the pay increase matrix and the distribution of performance ratings and current remuneration in your manager's team. While your actual pay increase will be set by your manager, *Telstra* expects managers broadly to follow the guidance in the pay increase matrix.

e) Before publishing the final matrix, *Telstra* will consult about the matrix with the *Telstra Unions* (see Section 6).

f) Your manager will notify you of your performance rating and the outcome of your remuneration review in September each year. If you are unhappy with your rating or remuneration review, you can ask for either (or both) to be reviewed under *Telstra's* internal resolution process (which includes an independent review as its final stage).

g) Following the end of the remuneration review period (in around October each year) *Telstra* will provide the *Telstra Unions* with a summary of the distribution of performance ratings and the way in which the pay pool was distributed.

A3.New employees and newly promoted employees

If you start employment or are promoted into a new role between 1 July and 30 September in any year you may not receive a pay increase on 1 October. Your remuneration will have been set at a level that takes account of the 1 October pay increase and, in the case of promotions, your performance in the previous year.

A4.Variable Remuneration

IT'S HOW WE CONNECT

Telstra also pays most *Job Family Employees* variable remuneration, which is a portion of your pay linked to performance. Variable remuneration is determined in accordance with rules set by *Telstra* from time to time and is at *Telstra's* discretion. Variable remuneration is not governed by this *Agreement*. However, you will continue to receive your current variable remuneration after the *Commencement Date* – as set out in your *Remuneration Summary*.

A5.Minimum rates

The following table sets out the minimum salary rate for each Job Family and *Band*. These rates have been set taking into account market rates as well as the pay rates set out in the awards that cover *Telstra* employees (see clause 5.4 of this Agreement). These rates are included in the *Agreement* to ensure that it passes the "better off overall test" under the Fair Work Act 2009.

Band	Customer Support (Technical) Job Family	Customer Support (Non-Technical) Job Family	Professional Technical Services Job Family	Corporate Support Services Job Family	Sales Job Family	
					Office based	Field based
2	$88,900	$85,400	$90,200	$86,100	$68,900	$73,900
3i	$74,100	$64,400	$76,800	$68,500	$59,900	$61,700
3ii	$53,600	$48,500	$54,100	$50,900	$44,200	$43,800
4i	$46,700	$43,500	N/A	$43,600	$41,600	N/A
4ii	$43,500	$41,300	N/A	$40,000	N/A	N/A

APPENDIX B: PAY FOR WORKSTREAM EMPLOYEES

B1. Pay increases

B1.1 *Telstra* will increase your pay to at least the minimum *Fixed Remuneration* in the tables in item B3, subject to item B1.2 below.

B1.2 If:

a) you are a member of a defined benefits fund; and

b) the percentage contribution *Telstra* is required to make on your behalf decreases below the current contribution rate of 15%,

Telstra will adjust down the minimum *Fixed Remuneration* in item B3.2 and you will forfeit the balance. A defined benefit member and a non-defined benefit member will earn the same *Actual Salary*.

B1.3 Where you receive the ECA 2011 increase, the annual pay increase set out in Section 2 will apply to your ECA 2011 increase.

B2. Performance bonuses

B2.1 If you receive an annual performance rating of 5 or 4, *Telstra* will pay you a performance bonus (calculated as a percentage of your *Fixed Remuneration*) as follows:

	4	5
In each performance year: 1 July 2014 – 30 June 2015; 1 July 2015 – 30 June 2016; and 1 July 2016 – 30 June 2017	1%	2%

B2.2 *Telstra* will pay any performance bonus by the October following the end of the performance year, providing you still remain employed at that date. The performance bonus does not form part of your salary.

B3.Minimum rates

B3.1 The following minimum *Fixed Remuneration* rates apply to *Workstream Employees* who are not members of a defined benefits fund:

Effective 1 October 2015 - 30 September 2016					
Workstream Band	**CSSW**	**SW**	**TW**	**TPW**	**CFW**
1	$52,914	$54,114	$52,985	N/A	$52,985
2	$55,559	$58,439	$63,882	N/A	$63,882
3	$59,087	$60,654	$68,593	N/A	$68,593
4	$60,847	$63,626	$74,915	N/A	$74,915
5	$63,495	$68,961	$84,837	N/A	$84,837
6	$77,605	$76,094	$88,588	N/A	$88,588
7	$84,660	$83,460	$92,425	N/A	$92,425
8	$91,713	$92,874	$102,156	$102,156	$102,156
9	N/A	$102,082	$114,860	$114,860	$110,328
10	N/A	$118,396	$123,232	$137,449	$116,746
11	N/A	$124,730	N/A	$144,412	N/A
12	N/A	N/A	N/A	$146,323	N/A

Effective 1 October 2016 - 30 September 2017					
Workstream Band	**CSSW**	**SW**	**TW**	**TPW**	**CFW**
1	$54,502	$55,738	$54,575	N/A	$54,575
2	$57,226	$60,193	$65,799	N/A	$65,799
3	$60,860	$62,474	$70,651	N/A	$70,651
4	$62,673	$65,535	$77,163	N/A	$77,163
5	$65,400	$71,030	$87,383	N/A	$87,383
6	$79,934	$78,377	$91,246	N/A	$91,246
7	$87,200	$85,964	$95,198	N/A	$95,198
8	$94,465	$95,661	$105,221	$105,221	$105,221
9	N/A	$105,145	$118,306	$118,306	$113,638
10	N/A	$121,948	$126,929	$141,573	$120,249
11	N/A	$128,472	N/A	$148,745	N/A
12	N/A	N/A	N/A	$150,713	N/A

Effective 1 October 2017					
Workstream Band	**CSSW**	**SW**	**TW**	**TPW**	**CFW**
1	$56,138	$57,411	$56,213	N/A	$56,213
2	$58,943	$61,999	$67,773	N/A	$67,773
3	$62,686	$64,349	$72,771	N/A	$72,771
4	$64,554	$67,502	$79,478	N/A	$79,478
5	$67,362	$73,161	$90,005	N/A	$90,005

Effective 1 October 2017					
Workstream Band	**CSSW**	**SW**	**TW**	**TPW**	**CFW**
6	$82,333	$80,729	$93,984	N/A	$93,984
7	$89,816	$88,543	$98,054	N/A	$98,054

Effective 1 October 2017					
Workstream Band	**CSSW**	**SW**	**TW**	**TPW**	**CFW**
8	$97,299	$98,531	$108,378	$108,378	$108,378
9	N/A	$108,300	$121,856	$121,856	$117,048
10	N/A	$125,607	$130,737	$145,821	$123,857
11	N/A	$132,327	N/A	$153,208	N/A
12	N/A	N/A	N/A	$155,235	N/A

B3.2 The following minimum *Fixed Remuneration* rates apply to *Workstream Employees* who are members of a defined benefits fund, subject to item B1.2:

Effective 1 October 2015 - 30 September 2016					
Workstream Band	**CSSW**	**SW**	**TW**	**TPW**	**CFW**
1	$55,732	$56,992	$55,806	N/A	$55,806
2	$58,515	$61,548	$67,282	N/A	$67,282
3	$62,229	$63,882	$72,242	N/A	$72,242
4	$64,086	$67,010	$78,903	N/A	$78,903
5	$66,875	$72,629	$89,351	N/A	$89,351
6	$81,736	$80,143	$93,303	N/A	$93,303
7	$89,165	$87,901	$97,343	N/A	$97,343
8	$96,593	$97,815	$107,591	$107,591	$107,591
9	N/A	$107,514	$120,973	$120,973	$116,200
10	N/A	$124,695	$129,788	$144,779	$122,958
11	N/A	$131,368	N/A	$152,124	N/A
12	N/A	N/A	N/A	$154,142	N/A

Effective 1 October 2016 - 30 September 2017					
Workstream Band	**CSSW**	**SW**	**TW**	**TPW**	**CFW**
1	$57,404	$58,702	$57,481	N/A	$57,481
2	$60,271	$63,395	$69,301	N/A	$69,301
3	$64,096	$65,799	$74,410	N/A	$74,410
4	$66,009	$69,021	$81,271	N/A	$81,271
5	$68,882	$74,808	$92,032	N/A	$92,032
6	$84,189	$82,548	$96,103	N/A	$96,103
7	$91,840	$90,539	$100,264	N/A	$100,264
8	$99,491	$100,750	$110,819	$110,819	$110,819
9	N/A	$110,740	$124,603	$124,603	$119,686
10	N/A	$128,436	$133,682	$149,123	$126,647

11	N/A	$135,310	N/A	$156,688	N/A
12	N/A	N/A	N/A	$158,767	N/A

Effective 1 October 2017					
Workstream Band	**CSSW**	**SW**	**TW**	**TPW**	**CFW**
1	$59,127	$60,464	$59,206	N/A	$59,206
2	$62,080	$65,297	$71,381	N/A	$71,381
3	$66,019	$67,773	$76,643	N/A	$76,643
4	$67,990	$71,092	$83,710	N/A	$83,710
5	$70,949	$77,053	$94,793	N/A	$94,793
6	$86,715	$85,025	$98,987	N/A	$98,987
7	$94,596	$93,256	$103,272	N/A	$103,272
8	$102,476	$103,773	$114,144	$114,144	$114,144
9	N/A	$114,063	$128,342	$128,342	$123,277
10	N/A	$132,290	$137,693	$153,597	$130,447
11	N/A	$139,370	N/A	$161,389	N/A
12	N/A	N/A	N/A	$163,531	N/A

APPENDIX C: WORKSTREAM ARRANGEMENTS

IT'S HOW WE CONNECT

C1.Workstream principles

C1.1 *Telstra* will allocate a *Workstream Employee* to a *Workstream* (see the Dictionary for *Workstream* definitions).

C1.2 The following principles apply:

a) Work in each *Workstream* will be evaluated in accordance with the *Telstra* Job Evaluation and Classification System and these principles.

b) Each *Band*, within a *Workstream*, will have agreed representative Core Job Descriptions which form part of this *Agreement*. There may be more than one Core Job Description for each *Band*.

c) As part of the *Telstra* Job Evaluation and Classification process, managers will design any new jobs that will go into a *Workstream*. If *Telstra* and any new employee to whom the new job applies cannot reach agreement on the grading of the new job, the matter will be referred to a review team comprising:

i) an external consultant expert in *Telstra*'s Job Evaluation and Classification System;

ii) a *Telstra* representative;

iii) the employee (who may be represented, including by a *Telstra Union*).

d) 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 further review or appeal.

e) *Telstra* and the *Telstra Unions* may agree to change the current Core Job Descriptions during the life of the *Agreement*. However, they will not be changed without such agreement.

C2. Customer Field Workstream

C2.1 In the CFW, the basic field workforce structure is a team. A team will:

a) cover either a geographic area or an overlaying specialist activity for a number of geographic team areas

b) be headed by a Team leader and comprise a variable number of generalist and/or specialist employees.

C3. Multifunctional work provisions

C3.1 *Telstra* may ask a CFW, TW or TPW employee to perform any function in their *Workstream* at or below the employee's work *Band*. If they have the necessary tool set (i.e: training, competency, tools, required equipment, vehicle etc), the employee will use their skills and ability to complete the job competently.

C3.2 *Telstra* may ask an employee to perform higher level functions, typical of higher *Bands* in their *Workstream*, in a temporary capacity in times of peak work load or for employee development purposes, where the employee has the appropriate tool set. These requests would be the exception, rather than the rule, in work allocation and would usually result from jeopardy avoidance or an urgent, first-in response requirement. Employees are expected to use their skills and abilities to complete the job competently. If an employee is required to work frequently at a higher *Band*, *Telstra* will consider whether there is an ongoing requirement for a higher *Band* job.

C3.3 Where there is an inconsistency between the multifunctional work provisions and the higher duties allowance provisions in Section 13, the multifunctional work provisions will prevail.

C4.Grandfathered employees

IT'S HOW WE CONNECT

C4.1 Continuation of grandfathering arrangements

a) If *Telstra* was paying you a *Grandfathered Allowance* just before the *Commencement Date*, it will continue to pay it to you under this *Agreement*.

b) To avoid doubt, the pay increases under this *Agreement* do not apply to your *Grandfathered Allowance*. Your *Grandfathered Allowance* will continue to be paid in addition to your *Fixed Remuneration*.

C4.2 Moving between jobs - special rules for grandfathered employees

a) These rules vary the rules set out under 'Moving between jobs' in clause 15.

b) If you receive a *Grandfathered Allowance* and you choose to move to or are promoted to another job:

i) *Telstra* will not reduce your *Actual Salary*;

ii) you will be paid the minimum rate for the job set out in Appendix B; and

iii) to ensure your *Actual Salary* is maintained, any *Grandfathered Allowance* that you previously received will automatically adjust (up or down).

c) If you currently receive a *Grandfathered Allowance* and *Telstra* transfers you to a new job where the work is substantially the same and your *Actual Salary* for your old job is greater than the minimum rate for your new job set out in Appendix B:

i) *Telstra* will pay you the minimum rate for the new job;

ii) *Telstra* will also pay you a *Grandfathered Allowance* equal to the difference between your old *Actual Salary* and the minimum rate for the new job; and

iii) this *Grandfathered Allowance* will replace any previous *Grandfathered Allowance* you received.

C4.3 Higher duties

If you receive a *Grandfathered Allowance* and are temporarily receiving a higher duties allowance (see Section 13), your *Grandfathered Allowance* will automatically adjust to ensure your Actual Salary is maintained for the period you are performing higher duties.

C5.Salary maintenance rules for Workstream Employees

C5.1 *Telstra* will continue to pay you at your current *Fixed Remuneration* if:

a) you are a *Workstream Employee;*

b) you are appointed to a new job in the same *Workstream* as your previous job, and

c) the new job is classified either one or two *Bands* lower than your previous job.

C5.2 If this happens, you will not be entitled to any increase in your *Actual Salary* until the applicable minimum rate for your new job is equal to or exceeds the minimum rate for your previous job.

C5.3 If you are a *Workstream Employee* who receives a *Grandfathered Allowance* and you are appointed to another role, your *Actual Salary* will not be reduced and your *Grandfathered Allowance* will adjust up or down in accordance with the rules set out above.

C5.4 The above salary maintenance rules do not apply where you initiate a move to another role within *Telstra*.

APPENDIX D: EXTENDED SHIFT ARRANGEMENT GUIDELINES

IT'S HOW WE CONNECT

Principles

1. Extended shifts are shifts that are more than 10 hours and up to 12 hours in length (excluding breaks).
2. Extended shifts for existing employees may only be introduced by *Telstra* following consultation with employees and the relevant unions, with input from a health and safety expert where requested.
3. *Telstra* may ask but not require an employee who regularly performs shifts of up to 10 hours in length to perform extended shifts.
4. Extended shifts will be subject to review within four months after their commencement. If adverse indicators in performance or employee health are evident, extended shifts will be either discontinued or modified by *Telstra*.
5. To the extent that a provision in these Guidelines is inconsistent with the *Agreement*, the Guidelines prevail.

Rostering, Rest & Breaks

6. If extended shifts are in operation, the maximum number of consecutive night shifts an employee will be rostered to perform is two, unless otherwise mutually agreed. In exceptional circumstances the maximum may be three.
7. Swaps on the roster should be avoided as far as possible and must be approved by *Telstra*. Swaps will only be approved by *Telstra* where adequate periods of rest can be provided
8. Employees may rest on site for a reasonable period at the end of their period of duty where they don't feel able to make an immediate departure from the workplace.
9. Extended shifts will commence no earlier than 6.00 am.
10. Meal breaks entitled under clause 19 of the *Agreement* will be paid for the first 30 minutes of each entitled meal break. Employees may be required to remain onsite during these meal breaks but will not be paid any penalties in situations where they are required to work for any or all of the break periods.
11. Extended shifts are not appropriate:
    a. to functions requiring heavy physical involvement or where an inappropriate working environment exists (e.g: high levels of heat, noise, etc);
    b. where a constant high level of physical or mental commitment is required;
    c. where short cycle repetitive roles are involved.

Additional Hours

12. Additional hours will not be performed within the length of the shift or either side of an extended shift, except in emergency situations. For example, if an extended shift is 11 hours in length, additional hours will not be performed within 11 hours either side of the shift. In emergency situations, overtime should be restricted to a maximum of two hours.
13. Emergency Work (under clause 78 of the *Agreement*) will apply where an employee:
    a. is not told of an additional shift while on duty, or
    b. is not provided with 12 hours' notice of an additional shift.

14. Leave accruals are calculated on an hourly basis.
15. Leave is deducted on an hourly basis.
16. For the purposes of accruing additional annual leave (under clause 30 of the *Agreement*), two extended shifts are equivalent to three ordinary shifts.
17. For the purposes of taking personal leave (under clause 32 of the *Agreement*), the number of hours allowed without providing medical evidence in any personal leave year is to be regarded as 36.75 hours.
18. Personal leave on a public holiday where an employee is rostered will result in no debit from personal leave accruals, and no payment of penalty rates or time in lieu for the shift not worked.
19. Payment in lieu for an employee not rostered on a public holiday will be 8 hours 10 minutes.
20. Payment for the Telstra Additional Day (under clause 39 of the *Agreement*) will be 8 hours 10 minutes.

SIGNATURE PAGE

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TELSTRA ENTERPRISE AGREEMENT 2015-2018

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