

# TELSTRA INFRACO FIXED ENTERPRISE AGREEMENT 2022-2024



# WHAT'S INSIDE

SECTION 1:	ABOUT THIS AGREEMENT .....	3
SECTION 2:	PAY AND BENEFITS .....	5
SECTION 3:	WORKING ARRANGEMENTS .....	7
SECTION 4:	HOURS OF WORK AND SCHEDULING .....	10
SECTION 5:	FLEXIBLE WORK.....	18
SECTION 6:	CONSULTATION, DISPUTE RESOLUTION AND UNION MATTERS .....	21
SECTION 7:	LEAVE AND PUBLIC HOLIDAY ENTITLEMENTS .....	26
SECTION 8:	REDUNDANCY .....	33
SECTION 9:	PLACEMENT PERIOD.....	37
SECTION 10:	RETRENCHMENT .....	40
SECTION 11:	LOG ON ARRANGEMENTS .....	43
SECTION 12:	ALLOWANCES.....	45
SECTION 13:	MISCELLANEOUS PROVISIONS .....	49
SECTION 14:	DICTIONARY .....	54
APPENDIX A:	PAY FOR JOB FAMILY EMPLOYEES .....	59
APPENDIX B:	PAY FOR WORKSTREAM EMPLOYEES .....	61
APPENDIX C:	WORKSTREAM ARRANGEMENTS .....	64
APPENDIX D:	EXTENDED SHIFT ARRANGEMENT GUIDELINES .....	66
APPENDIX E:	GUARANTEE OF EMPLOYEE ENTITLEMENTS.....	68

# SECTION 1: ABOUT THIS AGREEMENT

## 1. TITLE

This is the Telstra InfraCo Fixed Enterprise Agreement 2022-2024.

## 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* who are principally employed in the InfraCo function, except for:
  - i) employees in *Band 1*, A, B or C; and
  - ii) qualified legal practitioners working as lawyers
- c) *CEPU*
- d) *CPSU*
- e) *APESMA*

### 4.2. All of these people are the *Parties* to this *Agreement*, to the extent the *Agreement* applies 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 2024.
- c) *The Company* 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 the existing collective agreement

This *Agreement* replaces the Telstra Enterprise Agreement 2019-2021.

### 5.3. Relationship with awards

- a) The award that underpins this *Agreement* is the Telstra Award 2015.
- b) This award does 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 award listed in clause 5.3 a) when deciding whether to approve the *Agreement*.

## 6. WORK MODEL ARRANGEMENTS

### 6.1. Arrangements

- a) The Dictionary contains definitions of a *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 *us*) 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 *we* give the employee written confirmation that *we* have 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*.
- c) A *Job Family Employee* cannot elect to become a *Workstream Employee*, other than in accordance with clause 6.2 b).

# SECTION 2: PAY AND BENEFITS

## 7. ANNUAL PAY INCREASES

Date	Increase*	How the increase will be applied
1 October 2022	An overall <i>Fixed Remuneration</i> pay pool of 2.5%	<i>Job Family Employees</i> – see Appendix A  <i>Workstream Employees</i> – see Appendix B
1 October 2023	An overall <i>Fixed Remuneration</i> pay pool of 3%	<i>Job Family Employees</i> – see Appendix A  <i>Workstream Employees</i> – see Appendix B

The increases above do not apply to casual employees. Pay increases for casual employees are detailed in clause 13.3 b).

## 8. PAY RATES FOR NEW EMPLOYEES AND EMPLOYEES WHO MOVE JOB

We 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, *the Company* will make superannuation contributions in accordance with the requirements of the relevant legislation. Any increases to minimum superannuation contributions required under legislation will be made to your *Fixed Remuneration* (not including our superannuation contribution), and will be in addition to the annual pay increases in clause 7.

9.2. Where *the Company* currently contributes more than the minimum contribution required under legislation on your behalf, that contribution level will continue. If that level becomes less than the minimum contribution required under legislation, *the Company* 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.

## 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 *Company* 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, *we* will deduct an amount from your pay and contribute it on your behalf for the purpose of the packaged benefit.

# SECTION 3: WORKING ARRANGEMENTS

## 11. TYPES OF WORKING ARRANGEMENTS

11.1. We can employ *you*:

- a) full-time;
- b) part-time;
- c) on a casual basis; or
- d) for a fixed period or specific project.

### 11.2. Part-time work

- a) If *you* work part-time, we will engage *you* to work fewer than 36¼ 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.

## 12. MOVING BETWEEN JOBS

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

- a) If *you* are a *Job Family Employee*, we will not transfer *you* to a lower banded role and *you* will be paid the higher of your current *Fixed Remuneration* or the appropriate minimum rate for the new role.
- b) If *you* are a *Workstream Employee*, we 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*, we 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) We may provide *you* with reasonable relocation assistance, where applicable.

12.2. Where *you* initiate a move to another role within the *Company*, *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.

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

## 13. CASUAL WORK ARRANGEMENTS

13.1. We may engage *Job Family Employees* as casual employees.

13.2. Casual employees will:

- a) be engaged on an hourly basis subject to a minimum engagement of 2 hours of work on each occasion;
- b) be paid the hourly rate for their *Job Family* and *Band* plus a minimum 25% casual loading;
- c) not be subject to the following Sections of this *Agreement*:
  - i) Section 2: Pay and benefits: the salary packaging arrangements;
  - ii) the job movement rules in this Section;
  - iii) Section 4: Hours of work and scheduling, except for clauses:
    - 14.3 a) (when you work);
    - 15.1, 15.2, 15.3 and 15.4 where a casual agrees to perform shift work or temporary shift work noting that additional payments under clause 13.3 and clause 15.4 f) are not cumulative. Only the highest applicable additional payment will apply. The additional payments under clauses 13.3 or 15.4 f) and the casual loading in clause 13.2 b) are calculated separately as a percentage of the applicable hourly rate of pay under the *Agreement*;
    - 16.1 (meal breaks) and 16.2 (rest breaks in contact centres);
    - 19.1 a), b) and c) (working additional hours); 19.2 b) and 19.4; and
  - iv) Section 7: Leave entitlements (other than long service leave and unpaid family and domestic violence leave);
  - v) Section 8: Redundancy;
  - vi) Section 9: Placement Period;
  - vii) Section 10: Retrenchment;
  - viii) Section 13: Miscellaneous provisions (other than the provisions relating to *our Company* policies and *Exempt Employees*); and
  - ix) Appendix A;
- d) be entitled to unpaid parental leave, unpaid carer's leave, unpaid family and domestic violence leave, unpaid bereavement/compassionate leave and to be absent on public holidays (unless *the Company* reasonably requires *you* to work) as set out in the Fair Work Act 2009;
- e) work ordinary hours up to 36¾ hours per week and reasonable additional hours.

### 13.3. Pay and other conditions for casual employees

- a) Where any hours worked fall on any of the following days, in addition to your 25% casual loading, we will also pay *you* an additional payment as follows:

Day	% of hourly base rate
-----	-----------------------



Saturdays	50%
Sundays	100%
Public holidays	150%

- b) We will increase your ordinary hourly rate by at least the percentages in the table below on the dates indicated:

Increase to hourly rate	Increase effective date
1 October 2022	2.5%
1 October 2023	3%

#### 13.4. Offers and requests for casual conversion

- a) If we employ you as a *Regular casual employee*, you may request or *the Company* may offer conversion to full-time or part-time employment.
- b) Offers and requests for conversion are in accordance with the *NES* and further details are set out in *Company* policy.
- c) Where it is agreed that your casual employment will be converted to full-time or part-time employment, your service as a *Regular casual employee* will be recognised for service-related benefits including long service leave, parental leave and the calculation of retrenchment benefits.
- d) For the purpose of long service leave credits and retrenchment benefits, a contiguous period of continuous regular and systematic casual service immediately preceding your conversion to full-time or part-time employment under this clause will be treated as part-time/full-time service (as applicable based on your hours).
- e) A casual employee will not be engaged and re-engaged (which includes a refusal to re-engage), or have their hours reduced or varied, in order to avoid any right or obligation under this clause.
- f) If you wish to dispute a decision by *the Company* to reject a request by you, or not to make an offer, to convert your employment to full-time or part-time employment, you may use the dispute resolution process outlined in Section 6.

# SECTION 4: HOURS OF WORK AND SCHEDULING

## 14. ORDINARY HOURS OF WORK

### 14.1. Full-time employees

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

### 14.2. Part-time employees

- a) If *you* work fewer than 36¾ hours each week, *we* 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) *We* can change the pattern of your hours of work:
  - i) at any time, by agreement with *you*, or
  - ii) if *we* give *you* at least 7 days' notice (though *we* can't do this if *you* started working part-time before 21 December 2000). *We* will take into account all preferences and personal circumstances, including your family/carer responsibilities.
- c) If *we* ask *you* to change your ordinary hours of work or regular roster, *we* will consult with *you* in accordance with Section 6.

### 14.3. When *you* work

- a) Your ordinary hours of work will be worked between:
  - i) 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) Where *you* have chosen to enter into an agreed preferred hours arrangement under clause 17, your ordinary hours can be worked between Monday to Sunday – 6:00am to 11:00pm.
- c) Your hours may be worked continuously or, as agreed between *you* and *us*, in multiple discrete periods throughout the course of a day, unless *you* are a shiftworker.
- d) If *you* are a shiftworker, your hours will be worked continuously (except for meal breaks), unless *you* have chosen to enter into an agreed *split shift* arrangement in accordance with clause 18.
- e) Start and finish times
  - i) Unless *you* have chosen to enter into an agreed preferred hours arrangement under clause 17 or an agreed *split shift* arrangement under clause 18, *we* 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) *We can ask you to, or if you are working under a preferred hours arrangement under clause 17 you can work ordinary hours in any pattern which provides for an average of up to 36¾ hours each week.*
- iii) *When we set hours of work and rosters, customers' needs and business requirements will be a significant consideration. However, we will also consider personal circumstances of employees, including family/carer responsibilities and will make sure that outcomes are distributed fairly across the work group.*

f) Rest Relief

*In the interests of health and safety, you will have at least 10 consecutive hours off (inclusive of reasonable travel time) between periods of ordinary hours work. Where we require you to resume or continue work without having 10 consecutive hours off we will pay you at a rate of 200% until you cease that period of work. If you have to work overtime in these situations, we 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.*

*The Company may, at its discretion, decide that an employee who has had 10 hours between periods of ordinary work but has also performed additional hours between those periods of ordinary work, is not required to work a period of ordinary hours, without loss of pay, provided this period isn't longer than the number of additional hours worked, and does not extend into a second ordinary hours period of work.*

*If you and the Company have agreed to work multiple discrete periods of work in a day, including if you are a shiftworker working split shifts, rest relief will only apply after the last such period on a day.*

g) Flexible Working Hours Scheme and 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.*

## 15. SCHEDULED WORK AND SHIFTWORK

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

### 15.2. Common provisions for scheduled and shiftwork

- a) *Work schedules will take into account the needs of the business together with your needs and preferences.*

*The Company's intent is to minimise variations in individual start times where this is possible.*

- b) *We 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. Scheduled days off are days that you could have been rostered to work ordinary hours, but were not scheduled to work.*
- c) *If we need to change your schedule, we will give you 7 days' notice where possible, or 3 days in circumstances where we need to cover unplanned leave.*
- d) *You may initiate schedule swaps but you need prior approval from your manager 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 15.4 g). Minimum engagement times will be 6 hours in the field and 4 hours in contact centres, unless clause 14.3 c) or clause 18 apply.

### 15.3. Scheduled work

- a) These provisions about scheduled work apply only to contact centres.
- b) *We* may require *you* to work within the span of hours, but at variable times and patterns. *We* 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.

### 15.4. Shiftwork

- a) These provisions apply to employees who have been or are in future engaged as shiftworkers or who agree to become shiftworkers.
- b) *We* may engage *you* as a shiftworker if *we* regularly require *you* to work outside the span of ordinary hours on Monday to Friday, or to work regularly on weekends.
- c) *We* may ask employees who are not shiftworkers to undertake shiftwork, in which case *we* will call for volunteers. However, an employee who is not a shiftworker can't be required by *the Company* to become a shiftworker.
- d) Where *we* want to introduce shiftwork into an area where it doesn't already operate, *we* will consult with employees in the area and with *The Unions*, under the consultation provisions in Section 6.
- e) Temporary shift allowance
  - i) Sometimes *we* may ask employees who are not shiftworkers to become shiftworkers on a temporary basis to fill vacancies on a shift roster, and *we* may call for volunteers. Where *you* and *the Company* agree to *you* undertaking temporary shiftwork *we* will pay *you* an allowance to make yourself available to perform temporary shift work. Participation in undertaking temporary shiftwork is voluntary. See Section 12 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 *the Company* 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, *we* will not unreasonably refuse the request.
  - iv) If *you* receive this allowance but unreasonably refuse to work shiftwork, *we* 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, we will pay *you* an additional payment of 15% for the whole shift.
  - ii) If *you* work on a Saturday, we 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, we 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, we 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.
  - vi) If *you* have chosen to enter into an agreed *split shift* arrangement in accordance with clause 18, penalties will apply to each shift segment separately.
- g) Extended Shift Arrangements
  - i) We 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, we may ask, but will not require, *you* to perform extended shifts.

## 16. BREAKS

### 16.1. Meal breaks

- a) *You* get an unpaid meal break of between 30 minutes and 1 hour after no longer than 5 hours' continuous work. Your meal break may be varied by agreement on an ad hoc basis only, subject to *us* considering your health and safety. 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 under clause 14.3 g) may take a meal break of more than one hour.
- b) If *you* are a *Job Family Employee* classified at *Bands* 3ii, 4i or 4ii, performing shiftwork under the *Agreement*, and *you* are required by *us* to remain in attendance during a scheduled meal break under clause 16.1, *you* will be paid at the applicable ordinary rate of pay under the *Agreement* for that meal break.

### 16.2. Rest breaks in contact centres

- a) If *you* work in a contact centre, for a period of:
  - i) less than 5 hours without an unpaid meal break, *you* can take one 15 minute rest break;
  - ii) at least 5 hours and less than 7 hours, *you* can take an unpaid meal break and one 15 minute rest break; and
  - iii) at least 7 hours, *you* can take an unpaid meal break and two 10 minute (minimum) rest breaks.

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

### 16.3. Multiple discrete period rest breaks

- a) If you work in a contact centre, and work multiple discrete periods in a day, an agreed preferred hours arrangement, or an agreed split shift arrangement, in accordance with clause 14.3 c), 17 or 18 respectively, the number of paid rest breaks provided in accordance with 16.2 and 16.3 will be based on the total number of hours worked in a day, not the length of each separate shift segment. An entitlement to unpaid breaks will be in accordance with clause 16.1.

## 17. PREFERRED HOURS ARRANGEMENTS

**17.1.** *You* may choose to vary when *you* work your ordinary hours as set out in clause 14.3 b) by entering into a preferred hours arrangement on the terms set out in this clause. Such an arrangement will not be a condition of employment with *us*, and can only be made after *you* have commenced employment with *us*.

**17.2.** Clause 17 does not apply if *you* are a shiftworker. *You* will not be considered a shiftworker as a result of working under a preferred hours arrangement, and *you* will not be entitled to shift penalties.

**17.3.** Subject to the requirements of clause 22 (if applicable), *you* may choose to enter into a preferred hours arrangement by making a written request and *us* agreeing to your request. *We* may decline your request at *our* discretion.

**17.4.** The arrangement must:

- a) be genuinely entered into without coercion or duress;
- b) be in writing;
- c) include both *the Company* and your details;
- d) be signed (or otherwise accepted in writing) by *you* and *us* (and your parent/guardian if *you* are under 18);
- e) include the start date and, if applicable, the end date; and
- f) detail the agreed arrangements, including the days and hours *you* will work. *We* will give *you* a copy of the agreement and *we* will also keep a copy.

**17.5.** *You* will not receive overtime payments under clause 19.2 for working ordinary hours under a preferred hours arrangement.

**17.6.** *You* may be reasonably directed to work additional hours, or be available to work additional hours outside of your agreed preferred hours arrangement, in accordance with clause 19.

Where this occurs, *you* will be entitled to overtime payments or time off in lieu in accordance with clause 19.2 or 19.3 respectively.

**17.7.** *The Company* or *you* may make a written request to vary a preferred hours arrangement. *We* will only make such a request on reasonable business grounds, and any change will only take effect if *you* agree. For the period that either *you* or *the Company* is considering a request there will be no change to your working arrangements. If agreed, the variation will take effect 7 calendar days later or as otherwise agreed. Any variation is subject to the requirements of clause 17.4 a) – f) inclusive.

**17.8.** *The Company* or *you* can end the arrangement (as agreed or varied) by agreement at any time or by giving the other person four weeks' written notice. Once the arrangement ends, your ordinary hours of work and start and finish times will be in accordance with clause 14.3 a), c) and e), respectively.

## 18. SPLIT SHIFTS

**18.1.** If *you* are a shiftworker, *you* may choose to perform *split shifts* where *you* perform a shift in separate segments in accordance with the terms of this clause. Under these arrangements, the following will apply:

- a) Unless otherwise agreed, each segment of a *split shift* will be at least three hours in duration, except if *you* perform work from home, in which case the minimum period will be one hour. The total duration of periods of work on a day will not be more than 10 hours.
- b) Unless otherwise agreed, there will be a minimum of a one hour break, plus reasonable travel time (if applicable), between one segment of a *split shift* and the next.
- c) *We* will not roster *you* to work more than three *split shift* segments in a day.
- d) For each day *you* perform *split shifts* *you* will receive an allowance. See Section 12 for the amount of the allowance. Penalties will apply to each shift segment separately.

**18.2.** Subject to the requirements of clause 22 (if applicable) *you* may choose to enter into an arrangement to perform *split shifts* by making a written request and *us* agreeing to your request. *We* may decline your request at *our* discretion.

**18.3.** Such an agreement will not be a condition of employment with *us*, and can only be made after *you* have commenced employment with *us*.

**18.4.** The arrangement must:

- a) be genuinely entered into without coercion or duress;
- b) be in writing;
- c) include both *the Company* and your details;
- d) be signed (or otherwise accepted in writing) by *you* and *us* (and your parent/guardian if *you* are under 18);
- e) include the start date and, if applicable, the end date; and
- f) detail the agreed arrangements, including the specific hours and/or days in which these shifts will be worked. *We* will give *you* a copy of the agreement and *we* will also keep a copy.

**18.5.** *The Company* or *you* may make a written request to vary a *split shift* arrangement. *We* will only make such a request on reasonable business grounds, and any change will only take effect if *you* agree. For the period that either *you* or *the Company* is considering a request there will be no change to your working arrangements. If agreed, the variation will take effect 4 weeks later or as otherwise agreed. Any variation is subject to the requirements of clause 18.4 a) – f) inclusive.

**18.6.** *The Company* or *you* can end the arrangement (as agreed or varied) by agreement at any time or by giving the other person 3 months' written notice. Once the arrangement ends, each shift will be worked continuously and scheduled in accordance with clauses 14.3 d) and e).

**18.7.** If *you* perform work under an extended shift arrangement in accordance with Appendix D, clause 18 does not apply to *you*.

## 19. ADDITIONAL HOURS

### 19.1. Working additional hours

- a) We may require *you* to work reasonable additional hours, unless *you* are a part-time employee. We can request but cannot require a part-time employee to work additional hours.
- b) If we ask *you* to work additional hours *you* may refuse to work them if:
  - i) the request is unreasonable; or
  - ii) your refusal is reasonable; or
  - iii) *you* are a part-time employee
- c) Matters to be taken into account when considering what's reasonable include:
  - i) the nature of the work performed by the employee;
  - ii) *our* 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.

## 19.2. Overtime Payments

- a) If we authorise *you* to work additional hours and *you* are not an *Exempt Employee*, we 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, or, where *you* have chosen to enter into an agreed preferred hours arrangement under clause 17, outside of those agreed 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 we require a *Job Family Employee* classified at *Band 3ii, 4i or 4ii*, to perform overtime not continuous with ordinary hours work (excluding meal breaks) in a non-restriction situation under this *Agreement*, this minimum engagement period is four hours at the applicable rate of pay under the *Agreement* for each separate attendance. This does not apply to:
  - i) a *Customer Support (Technical) Job Family Employee*;
  - ii) a *Job Family Employee* working scheduled additional hours from home in accordance with clause 19.4 of this *Agreement*;



- iii) a *Job Family Employee* performing essential customer servicing in accordance with clause 67 of this *Agreement*; and
  - iv) a *Job Family Employee* working additional hours in an emergency situation in accordance with clause 69 of this *Agreement*.
- c) 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.

### 19.3. Time in lieu

If *you* would prefer to take time in lieu instead of receiving an 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.

### 19.4. Scheduled additional hours worked from home

- a) If *we* schedule *you* and *you* agree to work additional hours from home (not continuous with your ordinary hours) and *you* are not an *Exempt Employee*, *we* 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 *Company* location instead of working from home, *you* will only be paid as if *you* worked from home.

## 20. WORK ON A PUBLIC HOLIDAY

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

# SECTION 5: FLEXIBLE WORK

## 21. WORKING FLEXIBLY

- 21.1.** The following principles reflect the objectives of *the Company* about working flexibly:
- 21.2.** *The Company* supports our employees to work flexibly where it meets their needs and those of our customers and business operations.
- 21.3.** In accordance with *Company* policy, *the Company* is committed to continuing to support flexible working where possible, including hybrid working arrangements, such that many of our employees can continue to divide their time working between home and the office. Your requests will be considered by *the Company* and only refused on reasonable business grounds. Such arrangements can be made in conjunction with other flexible working arrangements.
- 21.4.** *The Company* 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.
- 21.5.** You can visit the flexible working arrangements site on the intranet for more information on your ability to request flexible work arrangements under *Company* policy.
- 21.6.** 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 *Company* policy.

## 22. NES FLEXIBILITY ARRANGEMENTS

- 22.1.** 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.
- 22.2.** You must make any request in writing, setting out the details of the change sought and the reasons for the change.
- 22.3.** We will provide a written response with reasons within 21 days and can only refuse your request if we have reasonable business grounds to do so.

## 23. INDIVIDUAL FLEXIBILITY AGREEMENTS

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

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

**23.3.** 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.

**23.4.** It must:

- a) be in writing;
- b) include both *the Company* and your details;
- c) be signed by *you* and *the Company* (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.

**23.5.** We 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) We give *you* a copy of the agreement within 14 days of it being agreed.

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

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

## 24. GROUP FLEXIBILITY AGREEMENTS

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

**24.2.** 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.

**24.3. The limits within which the group flexibility agreement will apply are:**

- a) for the number of ordinary hours per day – up 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.

**24.4. 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 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*.

**24.5.** Either *the Company* 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).

**24.6.** 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 15.4 g), where applicable.

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

**24.8.** 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, *we* 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

## 25. CONSULTATION

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

**25.2.** Some business decisions will impact on employees' work and personal life. *We* 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.

### 25.3. 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.

### 25.4. Consultation about major change

- a) If *the Company* makes an initial decision to introduce major changes which have a demonstrable impact on employees, *we* will consult with employees who may be affected and their union(s) as early as practicable.
- b) Examples of situations where *we* 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 *our* 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 *Company* 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;

- x) where a proposal would result in employees moving within the Telstra Group in accordance with clause 50.
- c) We 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 we will take to avoid or reduce the adverse effects of the major change to employees.
- d) Prior to making a final decision, we will consider any matters raised by employees and their unions about a major change and give reasons for *our* final decision.

### 25.5. Consultation about changes to employees' regular roster or ordinary hours of work

Where *the Company* decides to change an employee's or group of employees' regular roster or ordinary hours of work, we 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.

### 25.6. Consultation about avoiding/reducing the effects of redundancies

Where a job is redundant we will give *The Unions* entitled to represent the employee the opportunity to consult with *the Company* 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.

### 25.7. Consultation about performance principles

- a) *The Company* will consult with *The Unions* covered by this *Agreement* quarterly (or otherwise as agreed) about how the following matters apply to employees:
  - i) *The Company's* performance management principles and practices;
  - ii) performance pay arrangements (including the annual remuneration review);
  - iii) other relevant matters about performance principles;
- b) We will consider and respond to the issues that *The 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, we will meet with *The Unions* to discuss *the Company's* overall performance and the distribution of pay increases for *Job Family Employees* at an organisational level. We will consult with *The Unions* about the pay increase distribution matrix and will, following consultation, publish the matrix on the intranet.

## 26. EMPLOYEE SUPPORT, WORKPLACE DELEGATES AND UNION TRAINING

- 26.1.** Union membership is a matter of choice. *The Company* respects freedom of choice and an employee's choice to join or not join a union.
- 26.2.** We recognise that employees are entitled to be supported by their union, or any other representative of their choice, in relation to matters affecting their employment.
- 26.3.** We acknowledge and respect the role played by workplace delegates accredited by *The Unions* covered by this *Agreement* in representing and supporting union members.
- 26.4.** Workplace delegates, when acting on behalf of *The Unions*, have the right to be treated fairly and to perform their role as a workplace delegate without any discrimination in their employment.
- 26.5.** We agree that workplace delegates can:
- a) have access to reasonable facilities during working time, including meeting rooms, phone, email and official *Company* networking tools to consult with members or the union;
  - b) represent members at *Company*/union consultation meetings or at union forums.
- 26.6.** Unions and workplace delegates recognise the importance of customer service in the success of *the Company* and will ensure that their activities do not impact on the efficient operation of *the Company*.
- 26.7.** *The Company* and *the Unions* will comply with the terms of the *Fair Work Act 2009* regarding right of entry.
- 26.8.** Workplace delegates will be able to attend formal training courses on workplace relations during work time.
- 26.9.** Release from duties to attend the course will be arranged to minimise any adverse impact on *our* operational requirements.
- 26.10.** A workplace delegate must give *us* at least 6 weeks' notice, or less by agreement, of the intention to attend the training course, and will provide *us* with details of course content and duration. Workplace delegates across *The Unions* can access a pool of 260 days, each calendar year.
- 26.11.** A workplace delegate attending a course will be paid ordinary time earnings which are normally payable during the release period.
- 26.12.** We will permit access to or the erection of notice boards (including to workplace delegate managed groups on Yammer, or its replacement) to facilitate communication between employees and union representatives.

## 27. HOW DISPUTES ARE RESOLVED

- 27.1.** *The Company* 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.
- 27.2.** The *Parties* want to avoid disputes about things covered in this *Agreement*, or about the *NES*. But if disputes occur, this is how they must be resolved.
- 27.3.** *You* may be assisted by your union or another representative of your choice at any step in this process.

#### 27.4. 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.

#### 27.5. 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.

#### 27.6. Step 3

- a) If the dispute still hasn't been resolved, ask the Executive – Employee Relations in Transformation, Communications and People 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) *we* must not implement anything that is in dispute.

#### 27.7. Step 4

If the dispute still hasn't been resolved, *you* or your union/representative or *the Company* 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.

#### 27.8. Step 5

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

#### 27.9. 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 *the Company* has reasonable business grounds to refuse a request under the *NES* for flexible working arrangements or a request under the *NES* for extended parental leave.
- b) While steps 4 and 5 are being followed, *we* may implement anything that is in dispute. However, if *we* do, 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 *the Company* 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 *the Company* 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 Executive - Employee 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).
- f) 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

Other than long service leave and unpaid family and domestic violence leave, this Section does not apply to casual employees (see Section 3).

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

## 28. HOW WE CALCULATE LEAVE ENTITLEMENTS

- 28.1. The entitlements set out in this Section are for full-time employees working standard hours, unless otherwise stated.
- 28.2. Subject to the *NES*, if *you* work part-time *you* get a reduced entitlement based on the ordinary hours *you* actually work.
- 28.3. 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).
- 28.4. Section 13 explains how *we* calculate your pay for the purposes of paying your leave entitlements.

## 29. ANNUAL LEAVE

### 29.1. 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* are a shift worker for the purposes of the *NES* and 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.

### 29.2. 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 *our* business requirements.
- b) *We* may direct *you* to take leave if it's reasonable to do so. Examples of when *we* might do this include:

- i) if *we* are 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 Shiftworkers) – though *we* won't leave *you* with less than 4 weeks of accrued annual leave if *we* do this (or 5 weeks if *you* are a *Continuous Shiftworker*).
- c) If *you* are on annual leave and *you* need to take some other form of leave (for example, personal leave), *we* will re-credit your annual leave if the other form of leave is approved.

### 29.3. 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 *the Company* 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 *Company* policy.

## 30. 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 2 months. *You* can find more details about buying extra leave in the relevant *Company* policy.

## 31. PERSONAL LEAVE

### 31.1. Your entitlement

- a) *You* get 15 days of paid personal leave each year, which *we* credit *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.

### 31.2. 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) *We* usually won't ask *you* to provide medical evidence for the first 5 days of paid personal leave each year.

However, *we* reserve 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, *we* will accept a statutory declaration that explains the reason *you* were unable to attend work.

## 32. FAMILY AND DOMESTIC VIOLENCE LEAVE

**32.1.** We recognise the negative impacts that family and domestic violence can cause in the broader community and the workplace.

**32.2.** We support efforts to reduce the impact of family and domestic violence by providing employees experiencing the effects of family and domestic violence:

- a) up to 20 days' paid leave per calendar year for full-time and part-time employees. This leave does not accumulate from year to year; and
- b) up to 20 days' unpaid leave per calendar year for casual employees. At the *Company's* discretion, one or more of those days may be taken as paid leave (as set out in the *Company's* policy), to attend medical appointments, counselling, legal proceedings, relocation activity and/or any other activities related to the effects of family and domestic violence.

**32.3.** 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 personal leave.

**32.4.** Full details of *our* family and domestic violence leave provisions can be found in *Company* policy.

## 33. GENDER AFFIRMATION LEAVE

**33.1.** *You* can take up to 8 calendar weeks' paid leave for the purpose of taking medical, social and/or legal steps to affirm your gender.

**33.2.** *You* should refer to *Company* policy to find out how to take gender affirmation leave and in what circumstances it is paid.

## 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;
- c) where a child in your immediate family or household is stillborn; or
- d) if *you* or your current spouse or defacto partner has a miscarriage.

### 34.2. Taking bereavement/compassionate leave

*You* must provide *us* with evidence that *you* need to take bereavement/compassionate leave if *we* ask for it.

## 35. PARENTAL LEAVE

### 35.1. Your entitlement

- a) The following table summarises what parental leave *you* can access:

<b>You are....</b>	<b>How long must you have been employed by the Company?</b>	<b>How much leave do you get?</b>
A <i>parent</i> , and have or will have caring responsibilities for your <i>Eligible Child</i> (or in the case of the birth mother, where a pregnancy ends less than 28 weeks before the expected date of birth of the child)	Continuous Service of 12 months or more	You can access up to 16 weeks' paid leave within 12 months of birth or <i>placement</i> of an <i>Eligible Child</i> .
A <i>parent</i> , and have or will have caring responsibilities for your <i>Eligible Child</i>	No minimum period	<p>You may access up to 12 months' unpaid leave (inclusive of any paid parental leave).</p> <p>You may also request an additional 12 months' unpaid leave at anytime if it is taken within the first 24 months after your <i>Eligible Child</i> arrives.</p> <p>You may take up to 30 days of your unpaid leave as flexible parental leave in accordance with the NES.</p> <p>If your <i>Eligible Child</i> is stillborn or dies within 24 months of birth you may continue to access your unpaid leave, or give <i>the Company</i> notice to cancel or end your leave early in accordance with the NES.</p> <p>You can also agree with <i>the Company</i> not to take unpaid parental leave for a period in accordance with the NES.</p>

- b) All *parents* (including birth mothers) can choose to take double the period of paid leave and receive half-pay during this period.
- c) You can take accrued annual leave or long service leave during any period of unpaid parental leave.
- d) If a public holiday falls during your parental leave:
  - i) We will pay you for the public holiday if it occurs during a period of paid parental leave, but you will not receive paid parental leave for the day on which it is a public holiday; and

- ii) *you* will not be entitled to an extension of your parental leave or additional parental leave in place of the public holiday.
- e) We will maintain superannuation contributions under clause 9 while *you* are on the paid or unpaid parental leave component outlined in clause 35.1 a). The superannuation contributions on the unpaid parental leave will be based on the superannuation component of your *Fixed Remuneration* immediately before commencing unpaid leave.
- f) Where a *parent* elects to take double the period of paid leave and receive half-pay during this period, superannuation contributions will be made at full pay for the period the *parent* receives half-pay parental leave.
- g) More detail on your parental leave entitlement is set out in *Company* policy.

## 35.2. Taking parental leave

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

## 36. LONG SERVICE LEAVE

**36.1.** Details of your long service leave entitlement are set out in *Company* policy and applicable long service leave legislation.

**36.2.** If *you* are employed by an employer covered by the Long Service Leave (Commonwealth Employees) Act 1976, *you* get 3 months of long service leave after 10 years of service, and a further 9 calendar days for each additional year of service, in accordance with that Act. If *you* are employed by an employer covered by State or Territory Long Service Leave legislation, refer to the applicable legislation for your entitlements.

**36.3.** If *you* have more than 90 days accrued on 1 January, *the Company* will not direct *you* to take more than 9 days' long service leave in the same calendar year. Further details are set out in *Company* policy.

## 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 *Company* policies to find out how to take community service leave and in what circumstances it is paid.

## 38. PUBLIC HOLIDAYS

**38.1.** *The Company* will observe Easter Saturday and the public holidays and part-day public holidays provided for by the *NES*. Where *you* live and work in a different State, Territory or locality, *you* will be entitled to the public holidays and part-day public holidays in the State, Territory or locality where *you* usually work.

**38.2.** 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 noted above.

**38.3.** If *you* work (not live) in a place in which a public holiday or part day 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.

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

- a) what work *you* do;
- b) *the Company's* business requirements;
- c) your personal circumstances, including any family or carer responsibilities; and
- d) how much notice *the Company* gives *you*.

### 38.5. 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, *we* will pay *you* an additional day's pay.

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.

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

### 38.6. 26 January Public Holiday

- a) Unless *you* are a casual employee, *you* and *the Company* may agree to substitute another day for a day that would otherwise be the Australia Day ("**26 January**") public holiday under the *NES* if the 26 January public holiday is a day *you* would ordinarily work.
- b) Time worked on the 26 January public holiday and time taken off on the elected substitute day will be paid based on *Fixed Remuneration* plus any grandfathered and/or higher duties allowance (if applicable).
- c) If *you* are required by *the Company* to work on your elected substitute day, *you* may be eligible for additional payments as set out in clauses 19.2, 20, 63, 68.3 and 69.2, but *you* will not be eligible for such payments for working on the 26 January public holiday to the extent these clauses confer entitlements for working on a public holiday.
- d) All other terms and conditions of employment provided under this *Agreement* that are usually observed for public holidays will apply to the elected substitute day, and not the 26 January public holiday.

*You* can find more details in the relevant *Company* policy.

### **39. 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 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 before the end of the calendar year. *We* will approve this date, subject to operational requirements. Where your chosen date cannot be accommodated, *we* will allow *you* to take an alternative date before the end of the calendar year.



# SECTION 8: REDUNDANCY

## 40. SOME OVERARCHING PRINCIPLES

### 40.1. Shared objectives about redundancy

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

- a) we 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 we recognise that employment security cannot be guaranteed, *our* objective is to provide access to job opportunities and reasonable retraining for employees within *the Company*, where the roles they perform are unlikely to be required on an ongoing basis;
- d) we will consider voluntary measures (such as requests for voluntary redundancies and voluntary swaps) in order to mitigate the effect of redundancies;
- e) we retain discretion about who is selected for retrenchment or appointed to another role, and will take into account various factors, 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) we will consult with *you* and *The 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, *our* requirement for work of a particular kind has ceased or significantly reduced, or
- b) we have decided that we 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 we offer

- a) *The Company* 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 *our* Employee Assistance Program (EAP), details of which are on the intranet.

## 41. VOLUNTARY REDUNDANCIES

- 41.1. *We* may call for applications for voluntary redundancy at any time, including during consultation about major change as outlined in Section 6.
- 41.2. If *we* call for voluntary redundancies, *we* may consider, but do not have to accept any applications.
- 41.3. *We* will tell *you* the period of time in which *you* may apply for voluntary redundancy.
- 41.4. *You* must tell *us* if *you* want to apply for voluntary redundancy no later than the time indicated by *us*.
- 41.5. Where major change consultation is required, *we* will not advise on the outcomes of voluntary redundancy applications until after a final decision has been made.
- 41.6. If *we* accept your application for a voluntary redundancy, *you* may participate in the Placement Period in accordance with clause 49.2 a).

## 42. INDIVIDUAL REDUNDANCY

If your job is redundant *we* will tell *you* and *the Unions* 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. *We* will do this as soon as practicable after making the decision.

## 43. GROUP REDUNDANCY

- 43.1. Sometimes *we* may need to reduce the number of employees in a group who are performing the same job.
- 43.2. If *we* need to do this, *we* will tell the employees in the group and the union entitled to represent those employees and explain the reasons for the reduction. *We* will do this as soon as practicable after making the decision and before any retrenchments happen.

### 43.3. Selection process

- a) This process applies for selections for group redundancies other than where clause 50 applies.
- b) *We* will ask for applications from volunteers within the group and consider any applications before selection is completed.
- c) *We* will fairly and objectively rank employees in the group, using merit-based criteria. *We* will not consider anything, other than your ranking, when deciding who will be selected for redundancy.
- d) *We* will tell *you* if *you* have been selected. This will generally happen no later than 21 calendar days after *you* were originally told that a reduction in roles is required.
- e) If your role is redundant *you* will commence the Placement Period set out in Section 9, unless *we* accept your application for a voluntary redundancy. In these cases, clause 49.2(a) will apply.

### 43.4. Selection process where clause 50 applies

- a) If, in accordance with clause 50, role(s), duties, or functions are transferring either in whole or in part to a *Related Body Corporate of the Company*, then *we* will ask for applications

from volunteers within the group who wish to receive a *Suitable Offer* from the *Related Body Corporate*.

- b) In circumstances where there are fewer than the required number of volunteers, or the required number of volunteers, we will only refuse an application on reasonable business grounds.
- c) If there are more volunteers than required, we will then select amongst the group of volunteers based on the skills and experience required to perform the transferring work.
- d) If there are no volunteers or fewer than the required number of voluntary applications received or accepted by us, then we will select the remaining employees whom a *Suitable Offer* from the *Related Body Corporate* will be made based on the skills and experience required to perform the transferring work.
- e) If there is also a requirement to reduce the roles that remain at *the Company*, we will then facilitate a Group Redundancy amongst remaining employees in accordance with clause 43.3.

## 44. SITE FUNCTION CLOSURE

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

44.2. If we need to do this, we will tell the employees working in the *site function* and the 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. We will do this at least 6 weeks before the *site function* closes.

## 45. WHAT HAPPENS IF WE DECIDE YOUR ROLE IS REDUNDANT?

45.1. If we tell you that your role is redundant or we have accepted your application for voluntary redundancy, we 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 *the Company* and we will also seek to identify suitable roles into which you may be appointed by us.

45.3. If you have been told that your role has been selected for redundancy, you can lodge an appeal against your redundancy within 9 calendar days, 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, including in accordance with 43.4, you may appeal your selection unless your redundancy arises because of a *site function* closure.

46.2. You must lodge an appeal within 9 calendar days of being notified of your selection, setting out why you are appealing your selection. We will only consider reasons set out in your appeal.

46.3. We will review your appeal and give you an opportunity to have your say. How and when this occurs is up to us (acting reasonably) and we 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) we 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 *us* to appoint *you* to another suitable role.

## **47. TRANSITIONAL ARRANGEMENTS**

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

## 48. EMPLOYMENT SECURITY

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

## 49. PLACEMENT PERIOD

- 49.1.** During the Placement Period, we may appoint *you* to a suitable role in accordance with clause 12 or assist *you* to try to find another job at *the Company* or, if that is not possible, assist *you* to prepare for a career transition.
- 49.2.** *You* must participate in the Placement Period for at least 4 weeks or, if it is a *site function* closure, for 6 weeks, unless:
- a) your role is selected for redundancy via voluntary measures. In this case *you* may, but will not be required to, participate in the Placement Period; or
  - b) *The Company*, at its discretion, allows *you* to leave before the end of the Placement Period. We will usually only allow this if we are satisfied that there are unlikely to be any suitable available roles for *you* or if there are other special circumstances.
- 49.3.** Where clause 49.2 a) or b) applies, *you* will be retrenched and be paid your retrenchment benefit under clause 52.3.
- 49.4.** During the Placement Period, we will offer transition services that may include assistance with: finding another job within or outside *the Company*, preparing job applications and interview techniques and transitioning to another employer or out of the workforce.
- 49.5.** If your role has been selected for redundancy and *you* have been redeployed into a suitable role, we will provide reasonable retraining.
- 49.6.** If *you* are appointed to another suitable role by us, *you* will not be entitled to a retrenchment benefit under Section 10.
- 49.7.** If a *Suitable Offer* is made to *you* in accordance with clause 50, *you* will not be required to accept or reject the offer until immediately before the end of the Placement Period.
- 49.8.** Except where clause 50 applies, *you* can ask to extend the Placement Period for up to a further 4 weeks and *the Company*, 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 52.3 will be reduced by the *Fixed Remuneration* *you* received during the period *you* continued to be employed.
- 49.9.** We may also request to extend the Placement Period. This will only occur with your agreement. Your retrenchment benefit under clause 52.3 will not be reduced in these circumstances.
- 49.10.** 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, we 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 52.3 which will be calculated based on at least the rate of pay of your redundant role.

## 50. MOVING WITHIN THE TELSTRA GROUP

50.1. This clause applies to *you* if:

- a) your job is redundant because the role(s), duties or functions (either in whole or in part) performed by *you* and/or your team or *function* are being transferred to a *Related Body Corporate of the Company*; and
- b) *you* are offered employment with the *Related Body Corporate of the Company* during the Placement Period.

50.2. For the purpose of this clause, a *Suitable Offer* is a written offer of employment with a *Related Body Corporate of the Company*:

- a) to perform the same or substantially the same work for the *Related Body Corporate* that *you* performed for *the Company*; and
- b) on terms and conditions substantially similar to, and considered on an overall basis, no less favourable than, your terms and conditions of employment immediately before the termination of your employment with *the Company*; and
- c) subject to clause 52.4, that recognises your service with *the Company* for the purposes of retrenchment benefits, long service leave, annual leave, parental leave and personal leave; and
- d) that provides *you* with no less than 15 days' paid personal leave each year (pro-rata for part-time employees); and
- e) that provides your ordinary hours of work will be no more than an average of 36¾ hours each week; and
- f) that provides that your retrenchment benefits will be calculated:
  - i) in accordance with Section 10 of this *Agreement* if your job with the *Related Body Corporate* is made redundant and *you* are retrenched; and
  - ii) by reference to your *Fixed Remuneration at the Company* at the time the offer is made, or the applicable *Fixed Remuneration* at the time *you* are retrenched by the *Related Body Corporate*, whichever is higher.
- g) that defines redundancy in the same terms as clause 40.2 of this *Agreement*; and
- h) that provides for a Guarantee of Entitlements as set out in Appendix E to this *Agreement*; and
- i) provides for continuing defined benefits superannuation membership, but only if *you* are a member of a defined benefits superannuation fund.

50.3. *You* will not be entitled to retrenchment benefits under Section 10 if:

- a) your job at *the Company* is redundant as outlined in clause 50.1 a); and
- b) *you* accept a *Suitable Offer* with a *Related Body Corporate of the Company*.

50.4. *You* will not be entitled to retrenchment benefits under Section 10 if:

- a) your job at *the Company* is redundant as outlined in clause 50.1 a); and

- b) you do not accept a *Suitable Offer* with a *Related Body Corporate of the Company*; and
- c) at the end of the Placement Period, *the Company* notifies you that your employment will end due to redundancy.

## 51. REVIEW PERIOD

- 51.1. This clause does not apply to you if you move to a *Related Body Corporate of the Company* pursuant to clause 50.
- 51.2. 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 12.
- 51.3. 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 52.3.
- 51.4. 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 *the Company'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. 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 52.3.
- 51.5. *The Company* will not require you to participate in more than two Placement Periods arising out of the redundancy of the one role.

# SECTION 10: RETRENCHMENT

## 52. RETRENCHMENT

52.1. 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 role in accordance with Section 9; and
- c) the Company notifies you that your employment will end due to redundancy.

52.2. Subject to clause 52.4, if you are retrenched, we will pay you:

- a) your retrenchment benefit (see clause 52.3 below);
- b) any normal pay since your last pay day;
- c) accrued but untaken annual leave; and
- d) accrued but untaken long service leave (provided you have at least 1 year's *Continuous Service*).

If you receive retrenchment benefits in accordance with this clause 52.2, those benefits will absorb, and not be in addition to, retrenchment benefits calculated under the *NES*.

### 52.3. Your retrenchment benefits

- a) Subject to clause 52.4, your retrenchment benefit will be calculated in accordance with the table below:

Completed years of <i>Continuous Service</i>	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: <ul style="list-style-type: none"> <li>• an additional 3 weeks for each subsequent completed year of <i>Continuous Service</i>; and</li> <li>• a pro rata payment (based on 3 weeks' pay for a completed year) for any completed months of</li> </ul>



	<i>Continuous Service</i> since your last completed year of <i>Continuous Service</i>
--	---

- b) If *you*:
- i) are over 50, and
  - ii) have completed more than 5 years of *Continuous Service*,
- we 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) We 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.
  - e) If *you* have an entitlement to more than 4 weeks' notice, we will pay *you* the amount in excess of 4 weeks. Your retrenchment benefit is in addition to any remuneration earned during your Placement Period, which is generally a minimum of 4 weeks.
  - f) Section 13 explains how we calculate your pay for the purposes of paying your retrenchment and separation benefits.
  - g) Notwithstanding any other provision of this *Agreement*, if *you* are retrenched, we will pay *you* at least any minimum payments to which *you* are entitled under the *NES*.

#### 52.4. Some special rules for certain types of employees

- a) If *you* work part-time, we 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 we issued your notice of redundancy, we 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 we issued your notice of redundancy, we will include the weekly average shift allowance over this period when calculating your retrenchment benefit.
- d) We may, at *our* discretion, include other allowances in the nature of salary when calculating your retrenchment benefit.
- e) Subject to clause 52.4 f), if *you*:
  - i) commenced employment with your current employer after the *Commencement Date*; and
  - ii) were:
    - previously employed by an *Associated Entity* of your current employer; or
    - previously employed by an entity that is not an *Associated Entity* of your current employer and *you* have transferred from that entity to your current employer in relation to a *transfer of business*; and

- iii) ceased that employment within 3 months before commencing employment with your current employer;

your length of *Continuous Service* for the purposes of any retrenchment benefits under this Section of the *Agreement* will be calculated by reference to the terms of your employment contract (as amended from time to time) concerning recognition of prior service, subject to your minimum entitlement under the *NES*. In the absence of such a term in your contract, your retrenchment benefits will be the greater of:

- an amount calculated in accordance with this Section of the *Agreement* for the length of your *Continuous Service* with your current employer only (i.e. your service with your previous employer will not be included); or
- an amount calculated in accordance with the *NES* for the length of your *Continuous Service* with your current employer and your previous employer combined, subject to you not receiving the same benefit twice because your previous employer provided you with the benefit. If you receive retrenchment benefits in accordance with this Section of the *Agreement*, those benefits will absorb, and not be in addition to, retrenchment benefits calculated under the *NES*.

- f) If your employment transfers between *Group Restructure Entities*, your retrenchment benefits will be calculated in accordance with this Section of the *Agreement* for the length of your *Continuous Service* with your current employer and any *Group Restructure Entity* combined, subject to you not receiving the same benefit twice.

# SECTION 11: LOG ON ARRANGEMENTS

## 53. FIELD-BASED EMPLOYEES - TRAVEL TO WORKSITES

- 53.1.** A field based employee in the *Customer Field Workstream* may be supplied with a *Company* vehicle to enable them to do their job. If an employee is supplied with a *Company* vehicle they will be required to sign a Commuter Use Approval document concerning the vehicle's use, care and maintenance.
- 53.2.** If an employee currently has a *Company* 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 the Fair Work Commission upon lodgement of this *Agreement* (however does not form part of this *Agreement*). An employee supplied with a *Company* vehicle is required to commence and cease work at a customer's premises in accordance with this Section.

- 53.3.** 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".

## 54. START OF DAY PROCEDURES - FIRST JOB RECEIVED ON THE DAY

- 54.1.** 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.
- 54.2.** 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.

## 55. START OF DAY PROCEDURES - FIRST JOB RECEIVED THE NIGHT BEFORE

- 55.1.** 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.
- 55.2.** 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.

## **56. 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.

## **57. 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 56.

## **58. 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.

## **59. TRANSFER TO ANOTHER WORK AREA**

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

## **60. RETURN OF MOTOR VEHICLES**

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

# SECTION 12: ALLOWANCES

## 61. ALL EMPLOYEES

Allowance	You are eligible if:	You will be paid:																																
		Commencement Date – 30 September 2022		1 October 2022 – 30 September 2023		From 1 October 2023																												
<b>Higher duties allowance</b>	See provision below	See provisions below																																
<b>Temporary shift allowance</b>	See Section 4	An allowance of 5% of your pay (see Section 13 for how this is calculated), payable on a pro rata basis for the time <i>you</i> are receiving the allowance.																																
<b>Height allowance</b>	We require <i>you</i> 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	<table border="1"> <thead> <tr> <th>Height</th> <th>Rate per day</th> </tr> </thead> <tbody> <tr> <td>15m to &lt;45m</td> <td>\$7.58</td> </tr> <tr> <td>45m to &lt;90m</td> <td>\$17.31</td> </tr> <tr> <td>90m to &lt;150m</td> <td>\$29.67</td> </tr> <tr> <td>150m and&gt;</td> <td>\$43.28</td> </tr> </tbody> </table>	Height	Rate per day	15m to <45m	\$7.58	45m to <90m	\$17.31	90m to <150m	\$29.67	150m and>	\$43.28	<table border="1"> <thead> <tr> <th>Height</th> <th>Rate per day</th> </tr> </thead> <tbody> <tr> <td>15m to &lt;45m</td> <td>\$7.77</td> </tr> <tr> <td>45m to &lt;90m</td> <td>\$17.74</td> </tr> <tr> <td>90m to &lt;150m</td> <td>\$30.41</td> </tr> <tr> <td>150m and&gt;</td> <td>\$44.36</td> </tr> </tbody> </table>	Height	Rate per day	15m to <45m	\$7.77	45m to <90m	\$17.74	90m to <150m	\$30.41	150m and>	\$44.36	<table border="1"> <thead> <tr> <th>Height</th> <th>Rate per day</th> </tr> </thead> <tbody> <tr> <td>15m to &lt;45m</td> <td>\$8.00</td> </tr> <tr> <td>45m to &lt;90m</td> <td>\$18.27</td> </tr> <tr> <td>90m to &lt;150m</td> <td>\$31.33</td> </tr> <tr> <td>150m and&gt;</td> <td>\$45.69</td> </tr> </tbody> </table>	Height	Rate per day	15m to <45m	\$8.00	45m to <90m	\$18.27	90m to <150m	\$31.33	150m and>	\$45.69
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150m and>	\$45.69																																	
<b>Split shift allowance</b>	<i>You</i> have chosen to enter into an agreed <i>split shift</i> arrangement in accordance with clause 18.	an allowance of \$2.60 per day that a <i>split shift</i> is performed.	an allowance of \$2.66 per day that a <i>split shift</i> is performed.	an allowance of \$2.74 per day that a <i>split shift</i> is performed.																														
<b>First aid allowance</b>	<i>You</i> are a <i>Company</i> nominated first aid officer	\$18.67 each week. We will also pay for your first aid certification and	\$19.13 each week. We will also pay for your first aid certification and	\$19.71 each week. We will also pay for your first aid certification and																														

		refresher training at St John's Ambulance or Red Cross (or from an equivalent provider).	refresher training at St John's Ambulance or Red Cross (or from an equivalent provider).	refresher training at St John's Ambulance or Red Cross (or from an equivalent provider).
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## 62. HIGHER DUTIES ALLOWANCE

### 62.1. Eligibility

- a) If we require 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 2022	From 1 October 2022-30 September 2023	1 October 2023
\$111,787.17	\$114,581.84	\$118,019.30

### 62.2. Payment

- a) If you are a *Job Family Employee*, we 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, we 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.
  - iii) Subject to any entitlement you might have under clauses 62.2 b) i) and 62.2 b) ii), if you are a *Grandfathered Employee*, your *Actual Salary* will be maintained.
- c) We 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 retrenchment benefits, 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 retrenchment benefits would be based on salary including the allowance.

### 63. 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:	Commencement Date – 30 September 2022	1 October 2022– 30 September 2023	From 1 October 2023
<b>Linguistic allowance</b>	We direct 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	\$754.30 each year, while you are directed to do this work	\$773.16 each year, while you are directed to do this work	\$796.35 each year, while you are directed to do this work
<b>Meal allowance</b>	<p>We require you to work overtime that is:</p> <ul style="list-style-type: none"> <li>continuous with ordinary hours and you take an unpaid break (before or after the end of your ordinary hours), or</li> <li>on Saturday after 2:00pm and you take an unpaid meal break, or</li> <li>on Sunday or a Public Holiday extending beyond an unpaid meal break.</li> </ul> <p>You will not be eligible if:</p> <ul style="list-style-type: none"> <li>you perform overtime prior to normal work and you are:</li> <li>able to take a paid meal break during normal work, or</li> <li>you are receiving Travel Cost Allowance.</li> </ul>	\$18.86 each occasion	\$19.33 each occasion	\$19.91 each occasion
<b>Country employees meal allowance</b>	<ul style="list-style-type: none"> <li>Your normal work location is in the country; and</li> </ul> <p>you normally return home for lunch between the hours of</p>	\$14.65 each occasion (limit of one payment per day)	\$15.01 each occasion (limit of one	\$15.46 each occasion (limit of one

	<p>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</p> <ul style="list-style-type: none"> <li>• <i>you</i> are not within 6.4kms of your usual work location between these hours.</li> </ul> <p>Eligibility for a normal meal allowance continues to apply.</p> <p>If <i>you</i> are receiving Travel Cost Allowance <i>you</i> will not be eligible for this allowance.</p>		payment per day)	payment per day)
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# SECTION 13: MISCELLANEOUS PROVISIONS

## 64. CALCULATION OF BENEFITS UNDER THIS AGREEMENT

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

- a) All salary related benefits, except retrenchment, will be calculated by reference to your *Fixed Remuneration* not including *our* superannuation contribution.
- b) Retrenchment benefits will be calculated by reference to your *Fixed Remuneration* including *our* superannuation contribution.

## 65. EXEMPT EMPLOYEES

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

### 65.2. Workstream Employees

- a) Workstream employees whose *Fixed Remuneration* exceeds the following, and are not Technical Specialists:

<b>Commencement Date to 30 September 2022</b>	<b>1 October 2022 to 30 September 2023</b>	<b>From 1 October 2023</b>
\$125,000	\$128,125.00	\$131,968.75

### 65.3. Job Family Employees

Employees whose *Fixed Remuneration* exceeds the following:

	<b>Commencement Date - 30 September 2022</b>	<b>From 1 October 2022 -30 September 2023</b>	<b>From 1 October 2023</b>
<b>Customer Support (Technical)</b>			
<b>People Manager roles</b>	\$101,389.65	\$103,924.40	\$107,042.13
<b>Customer Support (Non-Technical)</b>	\$101,389.65	\$103,924.40	\$107,042.13

<b>Professional Technical Services</b>			
<b>Individual Contributor roles</b>	\$116,918.80	\$119,841.77	\$123,437.02
<b>People Manager roles</b>	\$101,389.65	\$103,924.40	\$107,042.13
<b>Corporate Support Services</b>	\$101,389.65	\$103,924.40	\$107,042.13
<b>Sales (Office or Field Based)</b>	\$101,389.65	\$103,924.40	\$107,042.13

## 66. COMPANY POLICIES

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

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

## 67. ESSENTIAL CUSTOMER SERVICING

67.1. These provisions do not apply to *Exempt Employees*, or employees scheduled under clause 19.4 "Scheduled additional hours worked from home".

67.2. If you are a *Sales (Field Based) Job Family Employee* classified at *Band 3i* or *Band 2* 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*.

67.3. We 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).

67.4. 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:	Commencement Date – 30 September 2022	1 October 2022 – 30 September 2023	From 1 October 2023
<b>On call</b>	We require you to remain contactable and available within a reasonable time to return to work	\$10.65 each night \$24.59 each day and night	\$10.92 each night \$25.21 each day and night	\$11.24 each night \$25.96 each day and night
<b>Emergent call</b>	We require you to be available and ready	\$21.29 each night	\$21.82 each night	\$22.47 each night

	to work within 30 minutes	\$48.97 each day and night	\$50.19 each day and night	\$51.70 each day and night
<b>Immediate call</b>	We require you to remain at home and be ready for immediate recall to work	\$9.01 each hour	\$9.23 each hour	\$9.51 each hour

**67.5.** In addition, we will pay you at overtime rates for any time worked. Overtime rates are set out in Section 4. We 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.

**67.6.** 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, we will only pay you as if you had worked at home.

**67.7.** If you perform work at home for a period which is less than one hour, clause 14.3 f) will not apply. However, we may, at our 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.

**67.8.** If we require 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.

**67.9.** 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.

## **68. EXCESS TRAVEL TIME**

**68.1.** These provisions do not apply if you are a *Job Family Employee* or an *Exempt Employee*.

### **68.2. 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 *Company* policy.

### 68.3. Payment

We 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.

## 69. EMERGENCY WORK

- 69.1. We may require an employee to perform work beyond their ordinary hours in emergency situations. However, this clause does not apply if *we* provide *you* with notice during ordinary work hours that *we* require *you* to work additional hours.
- 69.2. If *we* do not provide notice of the requirement to perform emergency work to the employee during ordinary work hours, *we* 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*.
- 69.3. 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, *we* will only pay *you* as if *you* had worked at home.
- 69.4. Emergency work does not apply where *we* change the time when *you* start your ordinary hours work to meet an emergency.
- 69.5. Clause 14.3 f) does not apply unless *you* work more than 3 hours under this clause. However, *we* may, at *our* discretion, decide that an employee who has performed work under this clause 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.

## 70. WORKING IN REMOTE LOCALITIES

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

## 71. WORKING AT SEA

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

## 72. RECOGNITION OF PRIOR LEARNING

- 72.1. *You* may apply to the Registered Training Organisation nominated by *the Company* for recognition of prior learning for a qualification or competency listed on the scope of its registration. *We* will give *you* reasonable assistance to gain the recognition *you* are entitled to based on your prior learning with *us*.

**72.2.** If *you* are retrenched, this assistance may extend beyond your date of retrenchment to ensure a reasonable period has been provided to attain appropriate recognition.

# SECTION 14: DICTIONARY

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 <i>you</i> actually receive. For employees who receive a <i>Grandfathered Allowance</i> it includes that allowance.
Agreement	Telstra InfraCo Enterprise Agreement 2022-2024
Amplitel	Amplitel Pty Ltd (ABN 15 648 133 073)
Associated Entity	Has the meaning given by section 50AAA of the <i>Corporations Act 2001</i> (Cth), as amended or replaced.
Band	Where it relates to <i>Workstream Employees</i> , Band refers to the level of a job within the relevant Workstream.  Where it relates to <i>Job Family Employees</i> , Band refers to the level that the job is classified in accordance with <i>the Company's</i> classification system and <i>Company</i> policy for <i>Job Family Employees</i> . The highest classification level covered by this <i>Agreement</i> 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 7 days after the Fair Work Commission approves the <i>Agreement</i> .
Company / the Company (also we/us/our)	Your employer being <i>Telstra</i> .
Continuous Service	<i>Continuous Service</i> has the meaning given to it in Part 1-2 of the <i>Fair Work Act 2009</i> (Cth) except as amended by clause 52.4 e).
Continuous Shiftworker	An employee who: <ul style="list-style-type: none"> <li>• is a 7 day shiftworker, and</li> <li>• is rostered to and regularly works shift on Sundays and public holidays.</li> </ul>
Core Jobs Descriptions	Job descriptions that underpin the classification of <i>Workstream</i> jobs. These have been graded and placed into <i>Bands</i> by the <i>Company's Job Evaluation and Classification System</i> using agreed job descriptions. Core Jobs align particular job duties with <i>Bands</i> for the life of this <i>Agreement</i> , are subject to a review (see Appendix C), and guide

	evaluators in determining the appropriate <i>Band</i> for new or substantially altered jobs.
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.
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.
Customer Sales and Service Workstream (CSSW)	Employees engaged principally in: the sale of products and services; managing of enquiries for <i>our</i> customers; fault reporting – who are not covered in the <i>Customer Field Workstream</i> or <i>Technical Workstream</i> ; 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)	<p>Jobs in this family include managing or undertaking activities such as network construction, maintenance, operation, performance monitoring and equipment installation into the network or customer premises. Jobs also include fault identification, isolation, testing and/or repair, basic design within existing infrastructure, product support and advice to other employees that is of a technical nature.</p> <p>Employees are expected to apply practical skills and knowledge to the technical aspects of Telecommunication and Information Technology. The work is focused, either directly or in coaching others, on applying practical technical know-how and judgement within a specific discipline or area of technical work to undertake job tasks.</p>
ECA 2011 increase	A discretionary payment made to ex-ECA Part A employees pursuant to <i>Telstra</i> policy in 2011.
Eligible casual employee	An employee who has been employed by <i>the Company</i> on a regular and systematic basis for a sequence of periods of employment during a period of at least 12 months and who has a reasonable expectation of continuing employment with <i>us</i> on a regular and systematic basis.
Eligible Child	<ul style="list-style-type: none"> <li>• a newborn child of the employee or employee's spouse or de facto partner; or</li> <li>• a child of the employee or employee's spouse or de facto partner who is stillborn; or</li> <li>• a child of the employee or employee's spouse or de facto partner that dies within 24 months of being born being born; or</li> </ul>

	<ul style="list-style-type: none"> <li>• in the case of adoption: <ul style="list-style-type: none"> <li>• a child under the age of 16 as at the day of <i>Placement</i> who has not, or will not have lived continuously with the employee for a period of 6 months or more as at the day of <i>Placement</i> and who is not (otherwise than because of the adoption) a child of the employee or the employee's partner (an employee's spouse or de facto); or,</li> <li>• a child with a disability under the age of 18 as at the day of <i>Placement</i>.</li> </ul> </li> </ul>
Exempt Employee	An employee who meets the criteria set out in Section 13, clause 65 of this <i>Agreement</i> .
Fixed Remuneration	A component of remuneration which includes an employee's base salary, annual leave loading and <i>our</i> contribution (or notional contribution) to superannuation, including any <i>Grandfathered Allowance</i> and <i>ECA 2011 increase</i> .
Grandfathered Allowance	An annualised allowance which is treated as ordinary time earnings and paid fortnightly.
Grandfathered Employee	An employee who, just before 1 October 2018, subject to the conditions of Appendix C4.2, was in receipt of a <i>Grandfathered Allowance</i> .
Group Restructure Entity	Telstra Corporation Limited (as renamed from time to time), Telstra Limited, Amplitel Pty Ltd.
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.
Insolvent/Insolvency	For the purposes of Appendix E, insolvent or insolvency has the meaning set out in section 95A of the <i>Corporations Act 2001</i> (Cth), as amended or replaced.
Job Family Employee	<i>You are a Job Family Employee if you are not a Workstream Employee.</i>
NES	The National Employment Standards as contained in the <i>Fair Work Act 2009</i> , as amended or replaced from time to time.
Parent/s	For the purposes of this <i>Agreement</i> , the concept of parenthood is to be liberally construed encompassing legal parents, same-sex parents, and step-parents.
Parties	<i>The Company, The Unions</i> and the employees covered by the <i>Agreement</i> .
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.



Placement (in relation to parental leave)	<p>The day of placement, in relation to the adoption of an <i>eligible child</i> by an employee, means the earlier of the following days:</p> <ul style="list-style-type: none"> <li>the day on which the employee first takes custody of the child for the adoption;</li> <li>the day on which the employee starts any travel that is reasonably necessary to take custody of the child for the adoption.</li> </ul> <p>Placement in relation to surrogacy is the date of birth or a date otherwise specified in the court order transferring parentage as part of a surrogacy arrangement.</p>
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.
Regular casual employee	<i>You are a regular casual employee if you have been employed by the Company for a period of at least 12 months, and in the period of 6 months before the request, you have worked a pattern of hours on an ongoing basis which, without significant adjustment, you could continue to perform as a full-time employee or part-time employee under the Agreement.</i>
Related Body Corporate	Refers to any of <i>the Company's</i> related bodies corporate, which has the meaning given to in section 50 of the <i>Corporations Act 2001</i> (Cth), as amended or replaced.
Remuneration Summary	A document provided separately to an employee from time to time setting out the employee's remuneration. Your <i>Remuneration Summary</i> does not form part of this <i>Agreement</i> .
Sales	<p>Jobs in this family are predominantly occupied in the selling process, in active selling roles or supervising those that are in active selling jobs. These jobs will be remunerated through <i>Fixed Remuneration</i> and commission/incentive payments based on sales/performance.</p> <p><u>Field Based</u>: those employees not operating predominantly from a <i>Company</i> office based location (i.e. employees will have frequent on location client visits).</p> <p><u>Office Based</u>: those employees operating predominantly from a <i>Company</i> office based location (i.e. employees will not have frequent on location client visits).</p>
Site Function	Work that is treated by <i>us</i> as a substantial, distinct and discrete activity at a discrete geographical location.
Split shift(s)	A shift worked by a shiftworker that includes one or more breaks (other than a meal break) between segments of the shift. Each shift segment is considered discrete for the purposes of applicable loadings or other entitlements.

Suitable Offer	Is defined in clause 50.
Support Workstream (SW)	Employees engaged in work in Australia that is not in the <i>Technical Workstream</i> , <i>Customer Field Workstream</i> , <i>Technology Professional Workstream</i> or the <i>Customer Sales and Service Workstream</i> .
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.
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)
The Company's Job Evaluation and Classification System	The grading system that will apply to all jobs of <i>Workstream Employees</i> . It will involve the agreed <i>Company Core Job Descriptions</i> , 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.
The Unions	<ul style="list-style-type: none"> <li>• Association of Professional Engineers, Scientists and Managers Australia (APESMA)</li> <li>• Communication, Electrical and Plumbing Union of Australia (CEPU)</li> <li>• Community and Public Sector Union (CPSU)</li> </ul>
Workstream	A defined group of employees working in jobs which are operationally and organisationally associated with <i>the Company</i> .
Workstream Employee	<i>You are a Workstream Employee if just before the Commencement Date, you were employed as a Workstream Employee under the Telstra Enterprise Agreement 2019-2021.</i>
You	Employees to whom this <i>Agreement</i> applies. Sometimes, depending on the context, it may mean a more limited group of these employees.

# APPENDIX A: PAY FOR JOB FAMILY EMPLOYEES

## A1. PAY INCREASES

**A1.1.** We 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* in line with this pay pool and your actual increase will depend on your individual performance and current remuneration. We will set out any change to your pay in a new *Remuneration Summary*. Any change is at our discretion. You will be notified of any change to your pay in around September each year and any increase will apply from 1 October each year.

<i>Performance Year</i>	<i>Guaranteed pay pool</i>	<i>Increases effective</i>
1 July 2021-30 June 2022	2.5%	1 October 2022
1 July 2022-30 June 2023	3%	1 October 2023

**A1.2.** Subject to item A3, provided that your performance was at a satisfactory level throughout the *performance year* (this being a rating '3' or higher based on the performance ratings applicable at the time of making this *Agreement*), you will receive at least a 1% increase in *Fixed Remuneration*.

## A2. HOW THE PAY POOL IS CALCULATED AND DISTRIBUTED

**A2.1.** The following will apply for the 1 October 2022 and 1 October 2023 increases:

- a) We are committed to ensuring that the remuneration review process is transparent and understood by you.
- b) We 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 A1.1.
- c) We 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, we expect managers broadly to follow the guidance in the pay increase matrix.
- e) Before publishing the final matrix, we will consult about the matrix with *The 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 our 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) we will provide *The 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

We also pay 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 *us* from time to time and is at *our* 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 award that cover *our* employees (see clause 5.3 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 (Non-Retail)	Field Based
<b>Commencement Date – 30 June 2023</b>	2	\$88,900	\$85,400	\$90,200	\$86,100	\$68,900	\$73,900
	3i	\$74,100	\$64,400	\$77,000	\$68,500	\$59,900	\$61,700
	3ii	\$61,100	\$54,600	\$67,200	\$59,600	\$54,900	\$52,000
	4i	\$59,100	\$51,500	N/A	\$51,800	\$50,500	N/A
	4ii	\$56,000	\$48,800	N/A	\$47,500	N/A	N/A
<b>Following 1 July 2023</b>	2	\$88,900	\$85,400	\$90,200	\$86,100	\$68,900	\$73,900
	3i	\$74,100	\$64,400	\$79,300	\$68,500	\$59,900	\$61,700
	3ii	\$62,900	\$55,700	\$69,200	\$61,400	\$56,600	\$53,600
	4i	\$60,900	\$53,000	N/A	\$53,300	\$52,000	N/A
	4ii	\$57,700	\$50,300	N/A	\$48,900	N/A	N/A

# APPENDIX B: PAY FOR WORKSTREAM EMPLOYEES

## B1. PAY INCREASES

**B1.1.** We will increase your pay to at least the minimum *Fixed Remuneration* in the tables in item B2, subject to B1.2 and B1.3 below.

**B1.2.** If:

- a) you are a member of a defined benefits fund; and
- b) the percentage contribution we are required to make on your behalf decreases below the current contribution rate of 15%,

We will adjust down the minimum *Fixed Remuneration* in item B2.1 and you will forfeit the balance. A defined benefit member and a non-defined benefit member will earn the same *Actual Salary*.

**B1.3.** Following the *Commencement Date*, the minimum *Fixed Remuneration* rates in this Appendix will also be adjusted in accordance with clause 9. Any adjustments will be published on *the Company* intranet. The rates below do not incorporate any future legislated increases to the minimum superannuation contributions made by *the Company* on your behalf which are provided for in clause 9.

## B2. MINIMUM RATES

**B2.1.** The following minimum *Fixed Remuneration* rates apply to *Workstream Employees* who are not members of a defined benefits fund:

<i>Workstream Band</i>	<i>Effective Commencement Date</i>				
	<i>CSSW</i>	<i>SW</i>	<i>TW</i>	<i>TPW</i>	<i>CFW</i>
1	\$60,358	\$61,725	\$60,438	N/A	\$60,438
2	\$63,373	\$66,658	\$72,866	N/A	\$72,866
3	\$67,398	\$69,185	\$78,241	N/A	\$78,241
4	\$69,406	\$72,576	\$85,452	N/A	\$85,452
5	\$72,424	\$78,659	\$96,768	N/A	\$96,768
6	\$88,521	\$86,795	\$101,046	N/A	\$101,046
7	\$96,566	\$95,197	\$105,422	N/A	\$105,422
8	\$104,611	\$105,936	\$116,522	\$116,522	\$116,522
9	N/A	\$116,439	\$131,013	\$131,013	\$125,845
10	N/A	\$135,045	\$140,562	\$156,778	\$133,165
11	N/A	\$142,271	N/A	\$164,721	N/A
12	N/A	N/A	N/A	\$166,900	N/A

Effective 1 October 2022					
Workstream Band	CSSW	SW	TW	TPW	CFW
1	\$61,867	\$63,268	\$61,949	N/A	\$61,949
2	\$64,957	\$68,324	\$74,688	N/A	\$74,688
3	\$69,083	\$70,915	\$80,197	N/A	\$80,197
4	\$71,141	\$74,390	\$87,588	N/A	\$87,588
5	\$74,235	\$80,625	\$99,187	N/A	\$99,187
6	\$90,734	\$88,965	\$103,572	N/A	\$103,572
7	\$98,980	\$97,577	\$108,058	N/A	\$108,058
8	\$107,226	\$108,584	\$119,435	\$119,435	\$119,435
9	N/A	\$119,350	\$134,288	\$134,288	\$128,991
10	N/A	\$138,421	\$144,076	\$160,697	\$136,494
11	N/A	\$145,828	N/A	\$168,839	N/A
12	N/A	N/A	N/A	\$171,073	N/A

Effective 1 October 2023					
Workstream Band	CSSW	SW	TW	TPW	CFW
1	\$63,723	\$65,166	\$63,807	N/A	\$63,807
2	\$66,906	\$70,374	\$76,928	N/A	\$76,928
3	\$71,155	\$73,042	\$82,603	N/A	\$82,603
4	\$73,275	\$76,622	\$90,216	N/A	\$90,216
5	\$76,462	\$83,044	\$102,163	N/A	\$102,163
6	\$93,456	\$91,634	\$106,679	N/A	\$106,679
7	\$101,950	\$100,504	\$111,299	N/A	\$111,299
8	\$110,443	\$111,842	\$123,018	\$123,018	\$123,018
9	N/A	\$122,930	\$138,317	\$138,317	\$132,861
10	N/A	\$142,574	\$148,398	\$165,518	\$140,589
11	N/A	\$150,203	N/A	\$173,904	N/A
12	N/A	N/A	N/A	\$176,205	N/A

**B2.2.** The following minimum *Fixed Remuneration* rates apply to *Workstream Employees* who are members of a defined benefits fund, subject to item B1.2:

Effective Commencement Date					
Workstream Band	CSSW	SW	TW	TPW	CFW
1	\$63,571	\$65,009	\$63,656	N/A	\$63,656
2	\$66,745	\$70,204	\$76,746	N/A	\$76,746
3	\$70,980	\$72,866	\$82,403	N/A	\$82,403
4	\$73,099	\$76,435	\$90,000	N/A	\$90,000
5	\$76,280	\$82,843	\$101,917	N/A	\$101,917
6	\$93,231	\$91,414	\$106,426	N/A	\$106,426
7	\$101,704	\$100,263	\$111,032	N/A	\$111,032

8	\$110,177	\$111,573	\$122,722	\$122,722	\$122,722
9	N/A	\$122,635	\$137,986	\$137,986	\$132,541
10	N/A	\$142,230	\$148,041	\$165,139	\$140,249
11	N/A	\$149,843	N/A	\$173,517	N/A
12	N/A	N/A	N/A	\$175,819	N/A

Effective 1 October 2022					
Workstream Band	CSSW	SW	TW	TPW	CFW
1	\$65,160	\$66,634	\$65,247	N/A	\$65,247
2	\$68,414	\$71,959	\$78,665	N/A	\$78,665
3	\$72,755	\$74,688	\$84,463	N/A	\$84,463
4	\$74,926	\$78,346	\$92,250	N/A	\$92,250
5	\$78,187	\$84,914	\$104,465	N/A	\$104,465
6	\$95,562	\$93,699	\$109,087	N/A	\$109,087
7	\$104,247	\$102,770	\$113,808	N/A	\$113,808
8	\$112,931	\$114,362	\$125,790	\$125,790	\$125,790
9	N/A	\$125,701	\$141,436	\$141,436	\$135,855
10	N/A	\$145,786	\$151,742	\$169,267	\$143,755
11	N/A	\$153,589	N/A	\$177,855	N/A
12	N/A	N/A	N/A	\$180,214	N/A

Effective 1 October 2023					
Workstream Band	CSSW	SW	TW	TPW	CFW
1	\$67,115	\$68,633	\$67,205	N/A	\$67,205
2	\$70,466	\$74,118	\$81,025	N/A	\$81,025
3	\$74,937	\$76,928	\$86,997	N/A	\$86,997
4	\$77,174	\$80,696	\$95,018	N/A	\$95,018
5	\$80,533	\$87,461	\$107,599	N/A	\$107,599
6	\$98,429	\$96,510	\$112,359	N/A	\$112,359
7	\$107,374	\$105,853	\$117,222	N/A	\$117,222
8	\$116,319	\$117,793	\$129,564	\$129,564	\$129,564
9	N/A	\$129,472	\$145,679	\$145,679	\$139,930
10	N/A	\$150,159	\$156,294	\$174,345	\$148,068
11	N/A	\$158,197	N/A	\$183,191	N/A
12	N/A	N/A	N/A	\$185,621	N/A

# APPENDIX C: WORKSTREAM ARRANGEMENTS

## C1. WORKSTREAM PRINCIPLES

**C1.1.** We 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 Company's 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 Company's* Job Evaluation and Classification process, managers will design any new jobs that will go into a *Workstream*. If *the Company* 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 the *Company's* Job Evaluation and Classification System;
  - ii) a *Company* representative;
  - iii) the employee (who may be represented, including by a 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) *The Company* and *The 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; and
- b) be headed by a team leader and comprise a variable number of generalist and/or specialist employees.

## C3. MULTIFUNCTIONAL WORK PROVISIONS

**C3.1.** We 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.** We 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*, we 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 12, the multifunctional work provisions will prevail.

## **C4. GRANDFATHERED EMPLOYEES**

### **C4.1. Continuation of grandfathering arrangements**

- a) If we were paying you a *Grandfathered Allowance* just before 1 October 2018, subject to the conditions of Appendix C4.2, you will continue to be regarded as a *Grandfathered Employee*.
- b) Your *Fixed Remuneration* includes your *Grandfathered Allowance* and superannuation contributions related to your *Grandfathered Allowance*.
- c) To avoid doubt, pay increases under this *Agreement* will apply to your *Fixed Remuneration* which is inclusive of your *Grandfathered Allowance*.

### **C4.2. Moving between jobs - special rules for Grandfathered Employees**

- a) These rules vary the rules set out under 'Moving between jobs' in clause 12.
- b) We will only continue to pay you at your current *Fixed Remuneration* if:
  - i) You are a *Grandfathered Employee*; and
  - ii) You choose to move, or are reassigned, to a new job where the minimum *Fixed Remuneration* rate at Appendix B for the new job is less than your current *Fixed Remuneration*.
- c) You will no longer be considered a *Grandfathered Employee* where you choose to move, or are reassigned, to a new job where the minimum *Fixed Remuneration* rate at Appendix B for the new job is greater than your current *Fixed Remuneration*.

## **C5. SALARY MAINTENANCE**

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

- a) you are appointed to a new job in the same *Workstream* as your previous job, and
- b) 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 *Fixed Remuneration* until your *Fixed Remuneration* is less than the applicable minimum *Fixed Remuneration* rate at Appendix B for your new job.

**C5.3.** These salary maintenance rules do not apply where you initiate a move to another role within the *Company*.

# APPENDIX D: EXTENDED SHIFT ARRANGEMENT GUIDELINES

## D1. PRINCIPLES

- D1.1. Extended shifts are shifts that are more than 10 hours and up to 12 hours in length (excluding breaks).
- D1.2. Extended shifts for existing employees may only be introduced by *us* following consultation with employees and *The Unions*, with input from a health and safety expert where requested.
- D1.3. We may ask but not require an employee who regularly performs shifts of up to 10 hours in length to perform extended shifts.
- D1.4. 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 *us*.
- D1.5. To the extent that a provision in these Guidelines is inconsistent with the *Agreement*, the Guidelines prevail.

## D2. ROSTERING, REST AND BREAKS

- D2.1. 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.
- D2.2. Swaps on the roster should be avoided as far as possible and must be approved by *us*. Swaps will only be approved by *us* where adequate periods of rest can be provided
- D2.3. 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.
- D2.4. Extended shifts will commence no earlier than 6.00 am.
- D2.5. Meal breaks entitled under clause 16 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.
- D2.6. 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.

### **D3. ADDITIONAL HOURS**

- D3.1.** 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.
- D3.2.** Emergency Work (under clause 69 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.

### **D4. LEAVE**

- D4.1.** Leave accruals are calculated on an hourly basis.
- D4.2.** Leave is deducted on an hourly basis.
- D4.3.** For the purposes of accruing additional annual leave (under clause 29 of the *Agreement*), two extended shifts are equivalent to three ordinary shifts.
- D4.4.** For the purposes of taking personal leave (under clause 31 of the *Agreement*), the number of hours allowed without providing medical evidence in any personal leave year is to be regarded as 36<sup>3</sup>/<sub>4</sub> hours.
- D4.5.** 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. Where an employee and *the Company* agrees to a substitute day instead of the 26 January public holiday, this clause will apply to the substitute day only, and not the 26 January public holiday.
- D4.6.** Payment in lieu for an employee not rostered on a public holiday will be 8 hours 10 minutes.
- D4.7.** Employees on extended shifts who take their Additional Day (under clause 39 of the *Agreement*) will be entitled to remain off work for 8 hours 10 minutes, and be paid for this time. Following this, they will be required to return to work, or take other forms of leave.

# APPENDIX E: GUARANTEE OF EMPLOYEE ENTITLEMENTS

We guarantee that:

- E1.1.** If an employee's employment is transferred to a *Related Body Corporate of the Company* in accordance with clause 50; and
- E1.2.** The transferring employee receives and accepts a *Suitable Offer* with the *Related Body Corporate of the Company* in accordance with clause 50 of the *Agreement*; and
- E1.3.** That *Related Body Corporate of the Company* subsequently becomes *insolvent*, enters into administration, or becomes defunct for any reason whatsoever; then
- E1.4.** *The Company* will pay, to the extent any are outstanding, the following entitlements due to the employee within 28 days of the termination of the employee's employment with the *Related Body Corporate of the Company*:
  - a) any accrued but untaken annual leave;
  - b) any accrued but untaken long service leave;
  - c) any unpaid superannuation contributions. These contributions are to be made to the superannuation fund to which the employee is a member as at the date of termination of their employment;
  - d) if the employee's position is made redundant and the employee is retrenched, any retrenchment benefits due to the employee pursuant to the terms of the *Suitable Offer*.

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