



DECISION

Fair Work Act 2009
s.185—Enterprise agreement

Telstra Corporation Limited
(AG2022/1328)

TELSTRA RETAIL STORES AGREEMENT 2022-2024

Telecommunications services

COMMISSIONER MCKINNON

SYDNEY, 27 MAY 2022

Application for approval of the Telstra Retail Stores Agreement 2022-2024.

[1] Telstra Corporation Limited (Telstra) has applied for approval of a single enterprise agreement known as the *Telstra Retail Stores Agreement 2022-2024* (the Agreement). The Agreement will cover Telstra, Fone Zone People Pty Ltd (Fone Zone), employees of Telstra and Fone Zone who are principally employed in Telstra or Fone Zone Retail Stores, the Communications, Electrical, Electronic, Energy, Information, Postal, Plumbing and Allied Services Union of Australia (CEPU) and the CPSU, the Community and Public Sector Union (CPSU).

[2] The application is also made on behalf of Fone Zone, who is covered by the Agreement as a subsidiary of Telstra currently being integrated into Telstra's Retail function. In this respect, Telstra and Fone Zone are single interest employers. The Agreement will operate to the exclusion of modern awards.

[3] Only one Form F17 declaration has been made in support of the application for approval, by Telstra on its own behalf and on behalf of Fone Zone. While not strictly in compliance with rule 24(1) of the *Fair Work Commission Rules 2013*, I waive compliance with the requirement to file two separate declarations. In this particular case, it is a matter of form rather than substance, noting the relationship between the two entities and Telstra's role as bargaining representative for Fone Zone in relation to the Agreement.

[4] The CPSU supports the application and wishes to be covered by the Agreement. However, the CPSU raises six matters that may mean the Agreement does not pass the better off overall test. The relevant modern award for the purposes of the better off overall test is the General Retail Industry Award 2020.

[5] The CPSU submits the Agreement is less beneficial than the Award for part-time employees because under clause 10.5 of the Award, part-time employees have agreed fixed hours of work and are entitled to overtime for work in excess of their guaranteed hours of work. In contrast, clause 16.2 of the Agreement provides for part time employees to have predictable

but not fixed hours of work, which means that additional agreed hours are payable at ordinary rather than overtime rates.

[6] Secondly, the CPSU submits that rostering provisions of the Agreement may not leave employees better off overall, because there are no maximum rostered days on and minimum rostered days off under the Agreement, as there are in clause 15.7 of the Award. Clause 15.7 provides for employees to be rostered no more than 5 days per week and have either 2 consecutive days off per week or 3 consecutive days off over 2 weeks. The Agreement does not guarantee the same periods off roster.

[7] Thirdly, the CPSU submits that there is no equivalent in the Agreement to clause 16.2 of the Award, which provides for paid breaks of 10 minutes after shifts longer than 7 hours.

[8] Fourthly, the CPSU submits that the Agreement contains a less beneficial minimum break between shifts (10 hours between ordinary hours of work, compared to 12 hours between periods of work in clause 16.6 of the Award).

[9] Fifthly, the CPSU submits that higher duties allowance under the Agreement is less beneficial than the Award, which provides at clause 17.5 of the Award that the allowance is payable for hours worked of less than 2 hours, and for a whole shift if more than 2 hours is worked as higher duties. Under clause 58.1 of the Agreement, 4 weeks must be worked at the higher classification before higher duties allowance is payable.

[10] Finally, the CPSU submits that under clause 21.3(b) of the Award, time off taken instead of payment for overtime is taken for a time that is equivalent to the overtime payment that would have been made, instead of the hour for hour basis provided under the Agreement (clause 21.3). Where time off is accrued and later paid out, it is payable at overtime rates both under the Agreement and the Award.

[11] The CEPU supports of the Agreement and wishes to be covered by it. The CEPU notes the less beneficial terms in the Agreement compared to the Award as declared by and on behalf of Telstra and Fone Zone in the Form F17 declaration.

[12] The Agreement contains many more beneficial terms than those applicable under the Award. Rates of pay in the Agreement are between 10.38% to 31.97% above the Award. Full time employees have a shorter working week and there are wider consultation obligations, new gender affirmation leave, 15 days personal/carer's leave, 20 days paid domestic violence leave, 3 days compassionate leave, 1 additional day of leave each year, more beneficial Sunday and public holiday penalties, some more beneficial overtime weekend penalties, emergency work penalties, up to 16 weeks paid parental leave, payment of superannuation during parental leave, more generous redundancy and retrenchment benefits, maintenance of salary on transfer to a lower role, backdating of continuity of service after conversion from casual to permanent employment, the option of salary packaging, paid delegates leave, assistance to gain recognition of prior learning, full wages for employees with a disability instead of the supported wage system, higher first aid and meal allowances and no minimum notice of termination required from employees.

[13] It is true that some of the terms and conditions of employment in the Agreement are less beneficial in the Agreement than the Award. These include some less beneficial redundancy terms, no guarantee of payment of superannuation on all forms of paid leave or while absent on

worker's compensation or due to work-related illness or injury, no special clothing or laundry allowance, no guarantee that final pays will be made within 7 days, incorporation of annual leave loading into fixed remuneration, no minimum notice period to take annual leave during a shutdown of operations, simplified annual leave provisions, no minimum period of recall to duty, wider span of ordinary hours, limited capacity to substitute public holidays, part-time additional hours without the payment of overtime, 10 hour maximum daily shifts and less prescriptive rostering arrangements, higher duties only after four weeks and no second overtime meal allowance.

[14] On balance, I am satisfied that that the Agreement passes the better off overall test. The more beneficial terms of the Agreement outweigh the detriments that might accrue to employees in the range of circumstances identified above, including for part-time employees.

[15] The Agreement was made after a bargaining period of almost 9 months, during which time the scope of the Agreement expanded to include Fone Zone and its employees. This triggered a new notification time and the issue of further notices to employees. There was significant work done to ensure that regular communication with employees was comprehensive and clear. Bargaining also involved the CEPU, the CPSU and two employee bargaining representatives. More than half of the approximately 3000 employees who are covered by the Agreement participated in the vote and the Agreement was approved by a substantial majority of those who voted. I am satisfied that each of the requirements of ss.186, 187, 188 and 190 as are relevant to this application for approval have been met.

[16] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 3 June 2022. The nominal expiry date of the Agreement is 30 September 2024.

[17] The CPSU is covered by the Agreement.

[18] The CEPU is covered by the Agreement.



COMMISSIONER

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Telstra Retail Stores
Enterprise Agreement
2022-2024



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SECTION 1: ABOUT THIS AGREEMENT

1. TITLE

This is the Telstra Retail Stores 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) *Fone Zone*
- c) employees of *Telstra* and *Fone Zone* who are principally employed in *Telstra* or *Fone Zone* Retail Stores
- d) CEPU
- e) CPSU

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 existing collective agreements

This *Agreement* replaces the Telstra Enterprise Agreement 2019-2021 and the Vita People Pty Ltd Terms & Conditions of Employment (Employer Greenfields Agreement 2009).

5.3. Relationship with awards

- a) The award that underpins this *Agreement* is the General Retail Industry Award 2020 (the Award).
- b) The 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 when deciding whether to approve the *Agreement*.

SECTION 2: PAY AND BENEFITS

6. 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%	Full-time and Part-time employees – see Appendix A
1 October 2023	An overall <i>Fixed Remuneration</i> pay pool of 3%	Full-time and Part-time employees – see Appendix A

Details about how these increases will be applied is contained in Appendix A.

The increases above do not apply to casual and junior employees. Pay increases for casual employees and junior employees are contained in Appendix B.

7. 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.

8. PAY RATES FOR JUNIOR EMPLOYEES

- 8.1. If we employ you at Band 4i on or after the *Commencement Date* and you are under the age of 20, you will be paid the following percentage of the minimum rate of pay for your role:

Age	% of minimum rate of pay
17 years of age or under	60%
18 years of age	70%
19 years of age	80%
20 years of age	100%

- 8.2. If you are under 20 years of age and were already employed by us before the *Commencement Date*, you will not have your pay reduced as a result of this clause.

9. INCENTIVE TRANSITION ARRANGEMENTS

- 9.1. This clause applies to you if, immediately before the *Commencement Date* of this *Agreement*.

- a) you are eligible to participate in the Telstra Store Network Team Sales Incentive Plan, as set out in the Plan Business Rules published on the intranet immediately before the *Commencement Date* of this *Agreement*; and
- b) your “at target” *Variable Remuneration* for your *Band* was as shown in the “*Before Commencement Date*” column of the table below.

Band	“At-target” <i>Variable Remuneration</i> - % of <i>Fixed Remuneration</i>	
	Before the <i>Commencement Date</i>	From the <i>Commencement Date</i>
4i	20%	10%
3ii	30%	15%
3i	30%	20%

- 9.2. From the *Commencement Date* of this *Agreement*, your “at target” *Variable Remuneration* will be adjusted to the relevant percentage for your *Band* as shown in the “From the *Commencement Date*” column of the table above, with the value of your *Variable Remuneration* above this percentage added to your *Fixed Remuneration*. Your *Total Remuneration* will not reduce because of this change.

Example: Immediately before the *Commencement Date* of this *Agreement*, a Band 4i employee is paid an annual *Fixed Remuneration* of \$50,000 and participates in an incentive plan with a 20% “at target” amount (i.e., \$10,000), giving a potential *Total Remuneration* of \$60,000 per year. From the *Commencement Date* of this *Agreement*, the employee’s *Total Remuneration* will remain the same at \$60,000, the employee’s *Fixed Remuneration* will increase to \$54,546, and the “at target” *Variable Remuneration* percentage will be adjusted to 10% (\$5,454.60).

10. SUPERANNUATION

- 10.1. Subject to clause 10.2, 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 6.
- 10.2. 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.
- 10.3. Superannuation contributions are made as a percentage of your “ordinary time earnings” as defined under the relevant legislation.

11. SALARY PACKAGING

- 11.1. 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.

- 11.2. 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

12. TYPES OF WORKING ARRANGEMENTS

12.1. We can employ you:

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

13. MOVING BETWEEN JOBS

13.1. 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) 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) We may provide *you* with reasonable relocation assistance, where applicable.

13.2. 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.

14. CASUAL WORK ARRANGEMENTS

14.1. Casual employees will:

- a) be engaged on an hourly basis for a minimum of 3 hours per engagement, and up to 73 ½ ordinary hours per fortnight;
- b) be paid in accordance with clause 14.2;
- c) not be subject to the following Sections of this *Agreement*.
 - i) Section 2: Pay and benefits – Salary packaging;
 - ii) the job movement rules in this Section;
 - iii) Section 4: Hours of work and scheduling, except for clauses:
 - A) 16.4 – When we require *you* to work;
 - B) 16.5 – Retail Outlet Scheduling Policy;

- C) 16.6 – Rostering considerations;
 - D) 18 – Team meetings;
 - E) 19 – Shiftwork;
 - F) 20 – Breaks;
 - G) 21.1 – Working additional hours;
 - H) 22 – Meal allowance; and
 - I) 23 – 24 hour trading
- 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 12: Miscellaneous provisions (other than the provisions relating to *Company* policies and *Exempt Employees*); and
- d) be entitled to unpaid parental leave, unpaid family and domestic violence leave, unpaid carer’s 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.

14.2. If we employ *you* on a casual basis, *you* will be paid at least the ordinary hourly rate payable for a full-time employee in your *Job Family* and *Band*, plus an additional loading (inclusive of casual loading), for all ordinary hours worked as follows:

Ordinary rate	Evening Work 6pm - 10pm Monday to Friday	Saturday	Sunday	Public holidays
25%	50%	50%	100%	175%

14.3. Additional hours

- a) If we authorise *you* to work:
 - i) in excess of 73 ½ ordinary hours per fortnight averaged over the course of the roster cycle;
 - ii) outside of the span of ordinary hours as outlined in clause 16.4; or
 - iii) in excess of 10 hours on one day of the week (excluding meal breaks) and in excess of 9 hours on any other day of the week:
 - A) we will pay *you* at 175% of the ordinary hourly rate of pay for the first three hours and 225% of the ordinary hourly rate of pay thereafter (inclusive of the casual loading);

- B) we will pay *you* at 225% of the ordinary hourly rate of pay (inclusive of the casual loading) for all additional hours on a Sunday;
- C) we will pay *you* at 275% of the ordinary hourly rate of pay (inclusive of the casual loading) for all additional hours on a public holiday.

14.4. The loadings in clause 14.3 iii) are in lieu of the matters set out in clause 14.2 and 19.2 f).

15. 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

16. ORDINARY HOURS OF WORK

16.1. Full-time employees

Your ordinary hours of work will be 73 ½ hours each fortnight.

16.2. Part-time employees

- a) If *you* are a part-time employee, *you* will be scheduled to work less than 73 ½ hours each fortnight.
- b) If *you* work fewer than 73 ½ hours each fortnight, *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.
- c) *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.
- d) *We* can roster *you* to work additional ordinary hours in a fortnight or on a particular day by written agreement with you, in which case *you* will be paid at ordinary rates. Additional hours worked and paid at ordinary rates will count towards accrual of annual leave and personal leave.
- e) If *we* ask *you* to change your ordinary hours of work on an ongoing basis or regular roster, *we* will consult with *you* in accordance with Section 6.
- f) 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.

16.3. Review of regular hours for part-time employees

- a) If *you* have regularly worked additional ordinary hours over the previous 12 months, *you* may request in writing that *we* increase your ordinary hours to reflect the ordinary hours regularly being worked.
- b) *You* may only make a request under this clause once every 12 months.
- c) *We* will only refuse your request on reasonable grounds. However this will only occur after consultation with you.
- d) Where *we* receive a request to increase your ordinary hours, *we* will provide *you* with a response in writing within 21 days of the request being made. If your request is refused, this response will outline the reason for refusal.

- e) If *you* wish to dispute this decision, *you* may use the dispute resolution process outlined in Section 6.
- f) Where it is agreed that your ordinary hours will increase, *you* and *the Company* will discuss and record this in writing. If agreed, the increase in hours will only take effect from the date referenced in the written agreement.

16.4. When we require you to work

Your ordinary hours of work will be worked between:

- a) 7.00 am to 10.00 pm, Monday to Friday;
- b) 7.00 am to 7.00 pm, Saturday; and
- c) 9.00 am to 7.00 pm on Sunday.

The above span of hours will be used for the purposes of calculating overtime in accordance with clause 21.2 or clause 14.3 a) ii) for casual employees.

- d) Start and finish times for employees other than part-time employees
 - i) 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 work ordinary hours in any pattern which provides for an average of up to 73 ½ hours each fortnight.

16.5. We will develop a schedule for your ordinary hours in accordance with *the Company's* Retail Outlet Scheduling Policy and the following:

- a) *you* may be scheduled up to a maximum of 10 ordinary hours per day (excluding meal breaks);
- b) *you* will not be required to work a 10 ordinary hour day for more than 3 consecutive days;
- c) if *you* work full-time, *we* will not schedule *you* for less than 6 ordinary hours each day, unless your store is open for less than 6 hours on a particular day; and
- d) *We* will not use split schedules within the span of ordinary hours.
- e) Rest Relief

In the interest 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.

16.6. 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.

17. PENALTY PAYMENTS

17.1. We will pay the following additional payments for all ordinary hours on particular days or at particular times as follows:

Evening work 6pm – 10pm Monday to Friday	Saturday	Sunday	Public Holiday
25%	25%	100%	150%

17.2. These penalties do not apply to casual employees. Penalty rates for casual employees are contained in clause 14.2.

18. TEAM MEETINGS

18.1. We may require *you* to attend team meetings before and/or after your rostered start/finish time, some or all of which may be outside the span of ordinary hours. The requirement to attend team meetings will take into account an employee's personal circumstances, as well as the business's operational requirements. Where *you* are asked to attend a team meeting which is not continuous with your shift, *you* have the right to attend remotely.

18.2. Subject to clause 18.3, we will pay *you* your ordinary rate of pay for attendance at team meetings during the span of ordinary hours.

18.3. Unless *you* are an *Exempt Employee* you will be paid overtime for attendance at team meetings:

- a) outside the span of ordinary hours in clause 16.4; or
- b) if your attendance at the team meeting means that *you* will work in excess of 73 ½ hours per fortnight,

regardless of whether *you* attend the meeting in-person or remotely.

18.4. Attendance at a team meeting is subject to a minimum payment of 1 hour.

19. SHIFTWORK

19.1. 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.

19.2. 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.
- 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 11 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 30% for the whole shift if you are full-time or part-time, and an additional payment of 55% if you are a casual (inclusive of the casual loading).
 - 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 if you are full-time or part-time, and an additional payment of 75% if you are a casual (inclusive of the casual loading).
 - iii) If you work on a Sunday, we will pay you an additional payment of 75% for all time worked on that shift between midnight Saturday and midnight Sunday if you are full-time or part-time, and 100% if you are a casual (inclusive of the casual loading).
 - iv) All time between starting and finishing work on a shift will be paid for as time worked.
 - v) Additional payments are not cumulative. Only the highest applicable payment will apply.

20. BREAKS

20.1. 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.

- 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 20.1, *you* will be paid at the applicable ordinary rate of pay under the *Agreement* for that meal break.

21. ADDITIONAL HOURS

21.1. 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.

21.2. 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;
 - 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; and
 - iv) an additional payment of 150% for all additional hours on a public holiday.
- b) If *you* work part-time, and *you* are not an *Exempt Employee*, and we authorise *you* to work additional hours in excess of your agreed number of ordinary hours including as varied by agreement with *the Company* under clause 16.2 d), *you* will be paid at the above rates.

21.3. Time in lieu

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

22. MEAL ALLOWANCE

22.1. We will pay *you* a meal allowance if *you* are requested to work overtime that:

- a) extends beyond your next scheduled meal break (i.e. no greater than 5 hours after your previous break); and
- b) *you* were not notified the previous day or earlier of the requirement to work overtime.

22.2. Payment will be at the rate of \$21.56 for each occasion.

23. 24 HOUR TRADING

23.1. Where a retail outlet trades for 24 hours in a day, we may schedule *you* to work outside the usual span of ordinary hours. We will pay *you* an additional payment for working hours outside the span of ordinary hours (and in place of overtime rates in clause 21.2), as follows:

If <i>you</i> work outside the span on a....	We will pay <i>you</i>
Monday to Friday	Full-time or part-time employees: an additional payment of 30% of your salary for all hours worked outside the span Casual employees: an additional payment of 55% of your salary for all hours worked outside the span (inclusive of the casual loading)
Saturday	Full-time or part-time employees: an additional payment of 80% of your salary for all hours worked outside the span Casual employees: an additional payment of 105% of your salary for all hours worked outside the span (inclusive of the casual loading)
Sunday or public holiday (including, to avoid doubt, Christmas Day)	Full-time or part-time employees: an additional payment of 130% of your salary for all hours worked outside the span Casual employees: an additional payment of 155% of your salary for all hours worked outside the span (inclusive of the casual loading)

SECTION 5: FLEXIBLE WORK

24. WORKING FLEXIBLY

- 24.1. The following principles reflect the objectives of *the Company* about working flexibly:
- 24.2. *The Company* supports our employees to work flexibly where it meets their needs and those of our customers and business operations.
- 24.3. *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.
- 24.4. 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.
- 24.5. 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.

25. NES FLEXIBILITY ARRANGEMENTS

- 25.1. 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.
- 25.2. You must make any request in writing, setting out the details of the change sought and the reasons for the change.
- 25.3. 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.

26. INDIVIDUAL FLEXIBILITY AGREEMENTS

- 26.1. 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.

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

26.3. 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.

26.4. 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.

26.5. 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.

26.6. *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.

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

SECTION 6: CONSULTATION, DISPUTE RESOLUTION AND UNION MATTERS

27. CONSULTATION

27.1. 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.

27.2. 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.

27.3. 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.

27.4. 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 52.
- 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.

27.5. 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.

27.6. 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.

27.7. 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.

28. EMPLOYEE SUPPORT, WORKPLACE DELEGATES AND UNION TRAINING

- 28.1. 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.
- 28.2. 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.
- 28.3. We acknowledge and respect the role played by workplace delegates accredited by *The Unions* covered by this *Agreement* in representing and supporting union members.
- 28.4. 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.
- 28.5. We agree that workplace delegates can:
- a) have access to reasonable facilities during working time, including, where available, private areas, 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.
- 28.6. 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*.
- 28.7. *The Company* and *The Unions* will comply with the terms of the Fair Work Act 2009 regarding right of entry.
- 28.8. Workplace delegates will be able to attend formal training courses on workplace relations during work time.
- 28.9. Release from duties to attend the course will be arranged to minimise any adverse impact on *our* operational requirements.
- 28.10. 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.
- 28.11. A workplace delegate attending a course will be paid ordinary time earnings which are normally payable during the release period.
- 28.12. 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.

29. HOW DISPUTES ARE RESOLVED

- 29.1. *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.
- 29.2. 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.
- 29.3. *You* may be assisted by your union or another representative of your choice at any step in this process.

29.4. 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.

29.5. 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.

29.6. 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.

29.7. 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.

29.8. 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.

29.9. 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.

30. HOW WE CALCULATE LEAVE ENTITLEMENTS

- 30.1. The entitlements set out in this Section are for full-time employees working standard hours, unless otherwise stated.
- 30.2. Subject to the *NES*, if *you* work part-time *you* get a reduced entitlement based on the ordinary hours *you* actually work.
- 30.3. 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).
- 30.4. Section 12 explains how *we* calculate your pay for the purposes of paying your leave entitlements.

31. ANNUAL LEAVE

31.1. 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 shiftworker 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.

31.2. 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.

31.3. 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.

32. 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.

33. PERSONAL LEAVE

33.1. 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.
- c) If *you* are a *Fone Zone* employee *you* will also be credited with up to 15 days paid personal leave, pro-rated based on the proportion of one year from the date this *Agreement* commences until your next personal leave accrual date.

33.2. 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.

34. FAMILY AND DOMESTIC VIOLENCE LEAVE

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

34.2. 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* Family and Domestic Violence leave Support Policy),

to attend medical appointments, counselling, legal proceedings, relocation activity and/or any other activities related to the effects of family and domestic violence.

34.3. 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.

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

35. GENDER AFFIRMATION LEAVE

35.1. *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.

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

36. BEREAVEMENT/COMPASSIONATE LEAVE

36.1. 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.

36.2. Taking bereavement/compassionate leave

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

37. PARENTAL LEAVE

37.1. Your entitlement

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

You are....	How long must you have been employed by the Company?	How much leave do you get?
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 <i>NES</i>.</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 <i>NES</i>.</p> <p>You can also agree with <i>the Company</i> not to take unpaid parental leave for a period in accordance with the <i>NES</i>.</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 10 while you are on the paid or unpaid parental leave component outlined in clause 37.1 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.

37.2. Taking parental leave

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

38. LONG SERVICE LEAVE

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

38.2. 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.

38.3. 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.

39. 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.

40. PUBLIC HOLIDAYS

40.1. *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.

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

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

40.4. 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.

40.5. *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.

40.6. Public holidays for employees on particular hours arrangements

- a) If *you* work full-time under one of the following arrangements:
 - i) a scheduled hours arrangement;
 - ii) a shiftwork arrangement; or
 - iii) 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:

- iv) an additional day's pay, or
 - v) 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.
 - c) The calculation of an additional day's pay will be based on your average daily hours excluding penalties.

Payment will be adjusted proportionately where only part of your ordinary hours fall on a public holiday.

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

40.7. 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, 21.2 and 62, but 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.

41. ADDITIONAL DAY

- 41.1. *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.

- 41.2.** 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

42. SOME OVERARCHING PRINCIPLES

42.1. 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.

42.2. 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.

42.3. 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.

43. VOLUNTARY REDUNDANCIES

- 43.1. *We* may call for applications for voluntary redundancy at any time, including during consultation about major change as outlined in Section 6.
- 43.2. If *we* call for voluntary redundancies, *we* may consider, but do not have to accept any applications.
- 43.3. *We* will tell *you* the period of time in which *you* may apply for voluntary redundancy.
- 43.4. *You* must tell *us* if *you* want to apply for voluntary redundancy no later than the time indicated by *us*.
- 43.5. 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.
- 43.6. If *we* accept your application for a voluntary redundancy, *you* may participate in the Placement Period in accordance with 51.2 a).

44. 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.

45. GROUP REDUNDANCY

- 45.1. Sometimes *we* may need to reduce the number of employees in a group who are performing the same job.
- 45.2. 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.

45.3. Selection process

- a) This process applies for selections for group redundancies other than where clause 52 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 51.2 a) will apply.

45.4. Selection process where clause 52 applies

- a) If in accordance with clause 52, 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 45.3.

46. SITE FUNCTION CLOSURE

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

46.2. If we need to do this, we will tell the employees working in the *site function* and *The Unions* 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.

47. WHAT HAPPENS IF WE DECIDE YOUR ROLE IS REDUNDANT?

47.1. 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.

47.2. 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.

47.3. 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 48 “Appeals” below).

48. APPEALS

48.1. If you are selected for redundancy, including in accordance with clause 45.4, you may appeal your selection unless your redundancy arises because of a *site function* closure.

48.2. 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.

48.3. 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.

48.4. 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.

48.5. 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.

48.6. During the appeal process:

- a) *we* will not retrench *you*; and
- b) *you* must still participate in the Placement Period if it has commenced.

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

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

49. 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

50. 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.

51. PLACEMENT PERIOD

- 51.1.** During the Placement Period, we may appoint *you* to a suitable role in accordance with clause 13 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.
- 51.2.** *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.
- 51.3.** Where clause 51.2 a) or b) applies, *you* will be retrenched and be paid your retrenchment benefit under clause 54.3.
- 51.4.** 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.
- 51.5.** If your role has been selected for redundancy and *you* have been redeployed into a suitable role, we will provide reasonable retraining.
- 51.6.** If *you* are appointed to another suitable role by us, *you* will not be entitled to a retrenchment benefit under Section 10.
- 51.7.** If a *Suitable Offer* is made to *you* in accordance with clause 52, *you* will not be required to accept or reject the offer until immediately before the end of the Placement Period.
- 51.8.** Except where clause 52 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 54.3 will be reduced by the *Fixed Remuneration* *you* received during the period *you* continued to be employed.
- 51.9.** We may also request to extend the Placement Period. This will only occur with your agreement. Your retrenchment benefit under clause 54.3 will not be reduced in these circumstances.
- 51.10.** 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 54.3 which will be calculated based on at least the rate of pay of your redundant role.

52. MOVING WITHIN THE TELSTRA GROUP

52.1. 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 or where *you* are a *Fone Zone* employee, following notification by *Fone Zone* that your job is redundant.

52.2. 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 54.4, 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; and
- g) that defines redundancy in the same terms as clause 42.2 of this *Agreement*;
- h) that provides for a Guarantee of Entitlements as set out in Appendix C 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.

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

- a) your job at *the Company* is redundant as outlined in clause 52.1 a); and
- b) *you* accept a *Suitable Offer* with a *Related Body Corporate of the Company*.

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

- a) your job at *the Company* is redundant as outlined in clause 52.1 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.

53. REVIEW PERIOD

- 53.1. This clause does not apply to you if you move to a *Related Body Corporate of the Company* pursuant to clause 52.
- 53.2. 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 13.
- 53.3. 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 54.3.
- 53.4. 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 54.3.
- 53.5. *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

54. RETRENCHMENT

54.1. 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.

54.2. Subject to clause 54.4, if you are retrenched, we will pay you:

- a) your retrenchment benefit (see clause 54.3 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 54.2, or Appendix D, those benefits will absorb, and not be in addition to, retrenchment benefits calculated under the *NES* and clause 54.4 h) does not apply to you.

54.3. Your retrenchment benefits

Subject to clause 54.4, 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"> • an additional 3 weeks for each subsequent completed year of <i>Continuous Service</i>; and • a pro rata payment (based on 3 weeks' pay for a completed year) for any completed months of

	<i>Continuous Service</i> since your last completed year of <i>Continuous Service</i>
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- a) 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).*
- b) *We will pay a minimum benefit of 4 weeks' pay and a maximum benefit of 80 weeks' pay.*
- c) Your retrenchment benefit is inclusive of any entitlement to pay in lieu of notice of termination, up to 4 weeks.
- If *you* have an entitlement to more than 4 weeks' notice, *we will pay you* the amount in excess of 4 weeks.
- d) Your retrenchment benefit is in addition to any remuneration earned during your Placement Period, which is generally a minimum of 4 weeks.
- e) Section 12 explains how *we* calculate your pay for the purposes of paying your retrenchment and separation benefits.
- f) 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*.

54.4. 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 54.4 f), clause 54.4 g), and 54.4 h) if *you*:
- i) commenced employment with your current employer after the *Commencement Date*; and
 - ii) were:
 - A) previously employed by an *Associated Entity* of your current employer; or
 - B) 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:

- iv) 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
 - v) 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 you:
- i) were employed by *Fone Zone* immediately prior to the *Commencement Date*; and
 - ii) commenced employment with a Related Body Corporate of *Fone Zone* after the *Commencement Date*;
 - iii) your retrenchment benefits will be the greater of:
 - A) an amount calculated in accordance with this Section of the *Agreement* for the length of your service with your current employer only (i.e. your service with *Fone Zone* will not be included); or
 - B) an amount calculated in accordance with the scale in Appendix D of this *Agreement* for the length of your service with *Fone Zone* and your current employer combined, subject to you not receiving the same benefit twice because *Fone Zone* provided you with the benefit.
- g) If you are employed by *Fone Zone* your retrenchment benefits will be the greater of:
- i) an amount calculated in accordance with this Section of the *Agreement* for the length of your *Continuous Service* with *Fone Zone* from the *Commencement Date* (i.e. your service prior to the *Commencement Date* will not be included); or
 - ii) an amount calculated in accordance with the scale in Appendix D of this *Agreement* for the length of your *Continuous Service* with *Fone Zone*, subject to you not receiving the same benefit twice because *Fone Zone* provided you with the benefit.
- h) 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.
- i) 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*.

SECTION 11: ALLOWANCES

55. FIRST AID ALLOWANCE

55.1. While *you* are a *Company* nominated first aid officer, we will pay *you* an allowance in accordance with the table below.

<i>Commencement Date – 30 September 2022</i>	<i>1 October 2022 – 30 September 2023</i>	<i>From 1 October 2023</i>
\$18.67 each week.	\$19.13 each week.	\$19.71 each week.

55.2. 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).

56. TEMPORARY SHIFT ALLOWANCE

56.1. If *you* agree to be a temporary shift worker in accordance with clause 19.2 e), we will pay *you* an allowance of 5% of your pay (see Section 12 for how this is calculated), payable on a pro rata basis for the time *you* are receiving the allowance.

57. RELOCATION TO ANOTHER RETAIL OUTLET

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

57.2. If we relocate *you* to another retail outlet that is either:

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

we will pay *you* a daily allowance (for each day worked) of \$21.92.

57.3. We will not pay the allowance if:

- a) *you* are a casual employee;
- b) the new location is less than 10km additional travel (each direction) from your place of residence;
- c) *you* work at the new location for more than 3 months (the allowance will stop after the first 3 months); or
- d) *you* worked at the new location within the 3 months prior to the transfer and received the allowance at that time.

58. HIGHER DUTIES ALLOWANCE

58.1. 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) *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.

58.2. Payment

- a) 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) 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.
- c) 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.

SECTION 12: MISCELLANEOUS PROVISIONS

59. 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.

60. EXEMPT EMPLOYEES

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

Employees whose *Fixed Remuneration* exceeds the following:

	Commencement Date - 30 September 2022	From 1 October 2022 -30 September 2023	From 1 October 2023
<i>Sales (Retail)</i>	\$101,389.65	\$103,924.40	\$107,042.13

61. COMPANY POLICIES

- 61.1. The application of this *Agreement* is supported by *Company* policies. This *Agreement* prevails over policies to the extent of any inconsistency.
- 61.2. 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.

62. EMERGENCY WORK

- 62.1. 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.
- 62.2. 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.
- 62.3. Emergency work does not apply where we change the time when you start your ordinary hours work to meet an emergency.

62.4. Clause 16.5 e) 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.

63. RECOGNITION OF PRIOR LEARNING

63.1. *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.

63.2. 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 13: 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
Agreement	Telstra Retail Stores Enterprise Agreement 2022-2024
Associated Entity	Has the meaning given by Section 50AAA of the <i>Corporations Act 2001</i> (Cth), as amended or replaced.
Band	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 either <i>Telstra</i> or <i>Fone Zone</i> (as applicable).
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 54.4 e).
Continuous Shiftworker	An employee who: <ul style="list-style-type: none"> • is a 7 day shiftworker, and • is rostered to and regularly works shift on Sundays and public holidays.
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"> • a newborn child of the employee or employee's spouse or de facto partner; or • a child of the employee or employee's spouse or de facto partner who is stillborn; or • a child of the employee or employee's spouse or de facto partner that dies within 24 months of being born; or • in the case of adoption:

	<ul style="list-style-type: none"> • 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, • a child with a disability under the age of 18 as at the day of <i>Placement</i>.
Exempt Employee	An employee who meets the criteria set out in Section 14, clause 60 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>ECA 2011 increase</i> .
Fone Zone	Fone Zone People Pty Ltd (ABN 99 130 820 405)
Group Restructure Entity	Telstra Corporation Limited (as renamed from time to time), Telstra Limited, Amplitel Pty Ltd.
Insolvent/Insolvency	For the purposes of Appendix C, 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 an employee covered by this Agreement.</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> .
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"> • the day on which the employee first takes custody of the child for the adoption; • the day on which the employee starts any travel that is reasonably necessary to take custody of the child for the adoption. <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>
Remuneration Summary	A document provided separately to an employee from time to time setting out the employee's remuneration. <i>Your Remuneration Summary does not form part of this Agreement.</i>
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</i>

	ongoing basis which, without significant adjustment, <i>you</i> could continue to perform as a full-time employee or part-time employee under the <i>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 of the <i>Corporations Act 2001</i> (Cth), as amended or replaced.
Sales (Retail)	Jobs in this family are predominantly occupied in assisting customers in <i>Telstra</i> or <i>Fone Zone</i> Retail Stores directly, or supervising those that are assisting customers.
Site Function	Work that is treated by <i>the Company</i> as a substantial, distinct and discrete activity at a discrete geographical location.
Subsidiary	Has the meaning given by Section 46 of the <i>Corporations Act 2001</i> (Cth), as amended or replaced.
Suitable Offer	Is defined in clause 52.
Telstra	Telstra Corporation Limited (ABN 33 051 775 556)
Total Remuneration	Your <i>Fixed Remuneration</i> plus your <i>Variable Remuneration</i> .
The Unions	Communication, Electrical and Plumbing Union of Australia (CEPU) Community and Public Sector Union (CPSU)
Variable Remuneration	A performance-based payment which includes our contribution to your superannuation where required by law. Other than as set out in this <i>Agreement</i> , <i>Variable Remuneration</i> , your eligibility for <i>Variable Remuneration</i> , and the calculation and payment of <i>Variable Remuneration</i> , are determined in accordance with rules set by <i>us</i> (which do not form part of this <i>Agreement</i> and which <i>we</i> may change from time to time), at our discretion.
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 FULL-TIME AND PART-TIME 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 full-time and part-time 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.
- h) If *you* were employed by *Fone Zone* immediately before the *Commencement Date* and commenced employment with Telstra before 1 October 2022, your performance rating for the 1 July 2021 – 30 June 2022 performance year will be taken as no less than a rating ‘3’ for the purpose of the distribution of the pay pool as outlined in A1.2 and A2.

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. This clause does not apply to *Fone Zone* employees who commence employment with Telstra before 1 October 2022.

A4. VARIABLE REMUNERATION

The Company also pays most 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*.

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 covers *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	Sales (Retail)
Commencement Date – 30 June 2023	2	\$68,900
	3i	\$59,900
	3ii	\$50,000
	4i	\$47,100
	4ii	N/A
Following 1 July 2023	2	\$68,900
	3i	\$59,900
	3ii	\$51,900
	4i	\$48,800
	4ii	N/A

APPENDIX B: PAY FOR CASUAL AND JUNIOR EMPLOYEES

B1. PAY INCREASES

B1.1. We will increase the ordinary hourly rate of pay for casual and junior employees by at least the percentages in the table below on the dates indicated.

Increase to hourly rate	Increases effective
2.5%	The <i>Commencement Date</i>
3%	1 July 2023

APPENDIX C: GUARANTEE OF EMPLOYEE ENTITLEMENTS

We guarantee that:

- C1.1.** If an employee's employment is transferred to a *Related Body Corporate of the Company* in accordance with clause 52.1; and
- C1.2.** The transferring employee receives and accepts a *Suitable Offer* with the *Related Body Corporate of the Company* in accordance with clause 52 of the *Agreement*; and
- C1.3.** That *Related Body Corporate of the Company* subsequently becomes *insolvent*, enters into administration, or becomes defunct for any reason whatsoever; then
- C1.4.** *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*.

APPENDIX D: FONE ZONE TRANSITIONAL ARRANGEMENTS

D1.1. The following redundancy scale will be used to calculate retrenchment benefits in accordance with clause 54.4 f) ii) and g) ii):

Completed Years of <i>Continuous Service</i>	Retrenchment Benefit
Less than 1 year	Nil
1 year but not more than 2 years	4
More than 2 years but not more than 3 years	6
More than 3 years but not more than 4 years	7
More than 4 years but not more than 5 years	8
More than 5 years but not more than 6 years	10
More than 6 years but not more than 7 years	11
More than 7 years but not more than 8 years	13
More than 8 years but not more than 9 years	14
More than 9 years	16

SIGNATURE PAGE

Bargaining representative for Telstra Corporation Limited and Fone Zone Pty Ltd:

Full Name: Lauren Frazer

Title: HR Manager- Employee Relations

Address: Level 37, 242 Exhibition Street, Melbourne, Vic, 3000

Signed:



Date: 26/4/2022

Bargaining representative for the Community & Public Sector Union:

Full Name: Brooke Muscat

Title: Deputy National President

Address: Level 4, 224 Bunda Street Civic Act

Signed:



Date:

3/5/2022

Representative for the CEPU Communications Division:

Full Name: Greg Rayner

Title: Divisional Secretary

Address: 9/365 Queen Street, Melbourne, VIC. 3000

Signed:



Date: 27.4.2022.