



FAIR WORK
AUSTRALIA

DECISION

Fair Work Act 2009

s.185 - Application for approval of a single-enterprise agreement

Telstra Plus Pty Ltd

(AG2011/6813)

TELSTRA PLUS ENTERPRISE AGREEMENT 2011

Telecommunications services

COMMISSIONER ROE

MELBOURNE, 25 FEBRUARY 2011

Application for approval of the Telstra Plus Enterprise Agreement 2011.

[1] An application has been made for approval of an enterprise agreement known as the *Telstra Plus Enterprise Agreement 2011* (the Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (the Act). It has been made by Telstra Plus Pty Ltd (the Applicant). The agreement is a single-enterprise agreement.

[2] I am satisfied that each of the requirements of ss.186, 187 and 188 of the Act as are relevant to this application for approval have been met.

[3] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 4 March 2011. The nominal expiry date of the Agreement is 4 March 2014.



COMMISSIONER

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Telstra Plus

Enterprise Agreement 2011



About your Agreement

This Agreement is an Enterprise Agreement and will be known as the “Telstra Plus Enterprise Agreement 2011”.

It has five parts:

A	Introduction/Objectives	This section introduces you to us and explains the objectives that we expect to share together during your time with us.
B	Your Minimum Benefits	This section explains what you will receive (as a minimum) for working with us.
C	Your Time at Work	This section explains the where, when and how of your work with us.
D	Your Leave Benefits	This section explains your leave benefits.
E	Notice and Redundancy	This section explains how your employment may come to an end.

This Agreement will commence operation from the Commencement Date, which is seven days after Fair Work Australia approves this Agreement.

This Agreement’s Nominal Expiry Date will be three years from the Commencement Date but will continue to operate after the Nominal Expiry Date until it is terminated or replaced by another agreement.

This Agreement replaces the Telstra Plus Workplace Agreement 2008.

Definitions - The meanings of various terms used in this Agreement are set out in an attached Schedule 1.

A. Introduction/Objectives

Parties

This Agreement covers Telstra Plus Pty Ltd (Telstra Plus or “we”) and Telstra Plus employees whose work is covered by the Telecommunications Services Award 2010 and who perform work in one of the workstreams set out in section C3 of this Agreement (Employees or “you”). The Telecommunications Services Award 2010 does not form part of the Agreement.



Introduction to Telstra Plus

Telstra Plus is a wholly owned subsidiary company of Telstra that has been created to deliver premium information and communications technology (ICT) services for business and residential customers.

It is a company that is positioning itself for the growth of premium ICT services and aims to be innovative in its approach to delivering excellence in customer service.

Our Goal – To Reward You for your Efforts!

Our goal is to reward Employees based on individual efforts while also providing Employees with security for their basic terms and conditions.

To do this:

- this document sets out the minimum entitlements that will apply to Employees of Telstra Plus across Australia as set out in section C3, and
- your personal employment contract terms and any incentive plan arrangements will secure your individual rewards.

Our goal is to tailor our rewards so employees can share in Telstra Plus's success and we may offer a range of incentive schemes and policy benefits from time to time. These do not form part of this Agreement and may be varied or withdrawn by Telstra Plus at its absolute discretion.



B. Your Minimum Benefits

1 What you get paid

Individual Base Pay

Your Individual Base Pay will be paid in fortnightly instalments in arrears to the financial institution of your choice.

Incentive-based Pay

At Telstra Plus, we may want to reward you for your efforts with additional variable remuneration through an incentive plan. The introduction and implementation of any incentive plan or any particular benefits under such plan is at Telstra Plus's absolute discretion.

The rules of any incentive plan may be varied, and any incentive plan or any particular benefits under such plan may be withdrawn, at any time at the absolute discretion of Telstra Plus. Any incentive plan does not form part of this Agreement.

2 Superannuation

Telstra Plus will make superannuation contributions as per applicable legislation to Telstra Super or another complying superannuation fund of your choice.

3 Overpayments

If you are mistakenly overpaid, you agree that Telstra Plus is entitled to recover the overpayments in accordance with Telstra Plus policy, including by deduction from any monies owed to you.

4 Consultation: Workplace change

Where Telstra Plus proposes to introduce significant business initiatives or major changes, which have a demonstrable impact on Employees (including Telstra Plus policy which affects employment conditions), managers will consult with the Employees who may be affected by the proposed changes, or their nominated representative.

Consultation will include discussing the effect the proposed changes are likely to have on the Employees, and where possible the measures to avert or mitigate the adverse effects of such changes on Employees. For the purposes of such discussion, Telstra Plus must provide in writing to the Employees concerned and their



representatives, if any, relevant information about the changes including the nature of the changes proposed, the expected effects of the changes on Employees and any other matters likely to affect Employees provided that Telstra Plus is not required to disclose confidential or commercially sensitive information.

Further, Telstra Plus will give consideration to matters raised by the Employees, and/or their nominated representative in relation to the changes and give reasons for its decisions.

5 Company Policies

Telstra Plus has various policies which apply to your employment. You must familiarise yourself with and comply with these policies although they do not form part of this Agreement or your contract of employment. Telstra Plus may change these policies from time to time. As per section B4, where Telstra Plus proposes major changes to Telstra Plus policy which demonstrably affect employment conditions, management will consult with Employees who are affected by the proposed changes as soon as practicable.



C. Your time at work

1 Employment types

Telstra Plus may employ the following work arrangements.

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

in accordance with the terms of this Agreement (as modified pursuant to Schedule 2 if applicable).

1.1 Casual employees

Employees engaged by Telstra Plus on a casual basis may be terminated by an hour's notice given either by the employee or Telstra Plus.

Casual employees will be paid a 25% casual loading, calculated on their hourly Individual Base Pay and are in addition entitled to shift penalty, weekend penalty, and overtime payments in accordance with section C5.2 and payment for hours worked on public holidays in accordance with section C5.5. Any such shift penalties, weekend penalties, overtime loadings or public holiday loadings will be added to, but not compounded with, the casual loading.

2 Probation – new employees only

All new employees are subject to a probation period of six months from their date of commencement. During this probationary period, either you or Telstra Plus can terminate your employment giving one weeks' notice.

3 Your role

The Minimum Base Pay amounts in the tables below represent the minimum annual pay for a full time Employee performing work in the relevant classification (**Minimum Base Pay**). Telstra Plus may, at its discretion, provide an individual employee with a rate of pay equal to or greater than the Minimum Base Pay for the relevant employee's classification (**Individual Base Pay**).

The Minimum and Individual Base Pay for part time employees is calculated on a pro rata basis compared to a full time Employee who works 38 ordinary hours a week.



Telstra Plus employs staff in the following streams and classifications:

Customer Service/Sales stream

Classification	Indicative Role	Minimum Base Pay (Annual)
CSS1	Consumer & Business Sales	\$40,000
CSS2	Consumer Service	\$42,000
CSS3	Business Service and Escalated Consumer Service	\$46,000
CSS4	Call Centre Team Leader	\$54,000

Technical stream

Classification	Indicative Role	Minimum Base Pay (Annual)
TEC1	Consumer Field	\$46,000
TEC2	Senior Consumer Field	\$49,000
TEC3	Business Field	\$53,000
TEC4	Senior Business Field	\$58,000
TEC5	Technical Specialist	\$64,000
TEC6	Team Leader Field	\$73,000

Administration/Corporate Support stream

Classification	Indicative Role	Minimum Base Pay (Annual)
ACS1	Quality Assurance	\$46,000
ACS2	Business Analyst/Process Improvement Specialist/Project Manager	\$51,000
ACS3	Senior Business Analyst/Senior Process Improvement Specialist/ Senior Project Manager	\$58,000

Minimum Base Pay Review

The above Minimum Base Pay rates will be reviewed by Telstra Plus on or around 1st October in each of 2011, 2012 and 2013 and will be increased by 2.5% payable from the first full pay period after 1st October 2011, 2012 and 2013. The increase may, in Telstra Plus's discretion, be more depending on the operation of the business, parity with market rates and other relevant factors.



From time to time we may require you to work at higher or lower duties for short periods to cover business and customer needs.

If an Employee is required frequently to work at a higher classification, consideration will be given by Telstra Plus to an ongoing requirement for a higher classification job.

Telstra Plus may temporarily or permanently reassign you to a higher classification based on changing business needs. Where permanently reassigned to a higher classification your Individual Base Pay will be not less than the Minimum base pay for that higher classification. Where temporarily reassigned to a higher classification for periods of not less than ten working days, Telstra Plus will increase an employee's Individual Base Pay to not less than the Minimum Base Pay for the higher classification. This increase to an employee's Individual Base Pay will be temporary and is only effective during the period of working at the higher classification.

If reassigned to a lower classification at Telstra Plus's initiative an employee's Individual Base Pay will not be reduced. If an Employee requests a move to a role on a lower classification, Telstra Plus at its discretion may reduce an employee's Individual Base Pay to the Minimum Base Pay for that classification.

Performance and Individual Base Pay Review

All Employees' performance and Individual Base Pay will be reviewed on an annual basis. At no time will your Individual Base Pay be less than the Minimum Base Pay for the relevant classification of your role.

Telstra Plus may at its discretion increase your Individual Base Pay as it considers appropriate having regard to individual performance and any other relevant factors.

Place of work

You will be advised of your initial work location at the commencement of your employment. From time to time you may be required to work in other locations, travel within the State, interstate or overseas at Telstra Plus's cost.

4 Your duties and responsibilities

At Telstra Plus we believe in high performance as part of a values-based culture in which we expect you to contribute every day.

As a Telstra Plus professional, you are required to:

- perform all duties reasonably associated with your position, and other duties which you are capable of performing, as required by us from time to time
- comply with all lawful and reasonable directions (including any directions under policy as varied from time to time)
- when at work, devote all of your time, attention and skill to your duties



- perform your duties faithfully, diligently and in line with Telstra Plus policies as amended from time to time.

5 Your hours of work

Telstra Plus is a dynamic, full-service provider to its clients and customers. We must be flexible so we can respond to customer demands as they arise. As with any other professional role, your hours of work will reflect the nature of Telstra Plus's commitment to the delivery of high quality customer service.

5.1 Ordinary hours of work and span of ordinary hours:

Full time employees

As a full time Employee, your ordinary hours of work are 38 hours per week. Your weekly hours of work may be averaged over a 6 month period. Except as provided for by an averaging of ordinary hours of work arrangement, you will not be required to work more than 10 ordinary hours per day, and the ordinary hours will not exceed 152 hours in 28 consecutive days.

The span of ordinary hours of work for full time Employees is between 7am and 10pm Monday to Friday and between 9am and 6pm on Saturday.

Your manager will advise you of your work days and your start and finish times. These may change from time to time.

Employees will typically work 5 shifts per week from Monday to Sunday.

You agree that you may be reasonably required to work:

- hours in excess of 10 ordinary hours on a day;
- hours outside the span of ordinary hours of work;
- on public holidays;

We will endeavour to notify you of your hours of work, roster and any other conditions with at least 5 days' notice in advance, except in exceptional circumstances. Where possible, Telstra Plus will take your personal circumstances (including family/carer responsibilities) into account.

Part time employees

The span of ordinary hours of work for a part time Employee is between 7am and 10pm Monday to Friday and between 9am and 6pm on Saturday. Except as provided for by an averaging of ordinary hours of work arrangement, you will not be required to work more than 10 ordinary hours per day. Your manager will advise you of your work days and start and finish times. These may change from time to time.

You agree that you may be reasonably required to work:

- hours in excess of 10 ordinary hours on a day
- hours outside the span of ordinary hours of work;



- on public holidays;

We will endeavour to notify you of your hours of work, roster and any other conditions with at least 5 days notice in advance, except in exceptional circumstances. Where possible, Telstra Plus will take your personal circumstances (including family/carer responsibilities) into account.

5.2 Additional Payments

If you work outside the span of ordinary hours you will receive the additional payments as set out below. Approval to work any hours outside the span of ordinary hours is at Telstra Plus's discretion.

a) Shift penalty

If all or part of your work falls outside the span of ordinary hours on Monday to Friday (that is, you work before 7am or after 10pm Monday to Friday), you will receive an additional payment of 15% of your Individual Base Pay for the time worked outside the span of ordinary hours that is between midnight on Sunday and midnight on Friday.

The shift penalty is not payable where either one of the overtime payments set out in section 5.2(c) is payable.

b) Weekend penalty

If all or part of your work falls outside the span of ordinary hours between midnight on Friday and 9am on Saturday, you will receive an additional payment of 50% of your Individual Base Pay for the time worked between midnight Friday and 9am Saturday. This payment is in substitution for, and is not cumulative upon, any loading (except for casual loading, subject to section C1.1), penalty, or overtime payment that may otherwise apply. If all or part of your work falls outside the span of ordinary hours between 6pm on Saturday and midnight on Sunday, you will receive an additional payment of 50% of your Individual Base Pay for the time worked outside the span of ordinary hours. This payment is in substitution for, and is not cumulative upon, any loading (except for casual loading, subject to section C1.1), penalty, or overtime payment that may otherwise apply.

c) Overtime payments

In computing overtime, each day's work will stand alone.

Subject to an averaging of hours arrangement or time off in lieu of payment for overtime, if you are required to perform work in excess of the maximum 10 ordinary hours per day, you will be eligible for payment at 150% of your Individual Base Pay for the first three hours worked and 200% of your Individual Base Pay for any additional hours. This payment is in substitution for, and is not cumulative upon, any loading (except for casual loading, subject to section C1.1), shift penalty or another type of overtime payment that may otherwise apply.

Subject to an averaging of hours arrangement or time off in lieu of payment for overtime, work in excess of 38 ordinary time hours in a week will be at overtime rates of 150% for the first three hours worked and 200% of an employee's Individual Base Pay thereafter. This payment is in substitution for, and is not cumulative upon, any loading (except for casual loading, subject to section C1.1), shift penalty or another type of overtime payment that may otherwise apply. For the avoidance of doubt:

- overtime is not payable where the weekend penalty set out in section 5.2(b) applies;



- where both types of overtime set out in this section 5.2(c) can potentially apply, only one type of overtime, in substitution for, and not cumulative upon, the other type of overtime, will be payable;
- where either of the types of overtime set out in this section 5.2(c) is payable, such overtime is in substitution for, and not cumulative upon, the shift penalty set out in section 5.2(a).

5.3 Meal Break

You will be entitled to an unpaid meal break after no longer than 5 hours of continuous work. The meal break will be at least 30 minutes in length and no more than one hour. Within these parameters, the timing of the meal break will be at the discretion of your manager, taking into account any individual requirements.

5.4 Time in Lieu instead of payment for Overtime

You may choose, with the consent of Telstra Plus, to take time off instead of payment for overtime at a time or times agreed by your Manager. This agreement must be in writing. You must take the time off within four weeks of working the overtime.

If you take time off instead of payment for overtime, then the amount of time off during ordinary hours will be taken at the ordinary time rate, that is, an hour for each hour worked.

5.5 Public Holidays

You are entitled to public holidays in accordance with the National Employment Standards (NES).

If you are required to work on a public holiday, you will be eligible for payment at 250% of your Individual Base Pay for all time worked on the public holiday. This public holiday rate substitutes any loading (except for casual loading, subject to section C1.1), shift penalty, weekend penalty or overtime payment that would otherwise apply.

5.6 Rest Relief

- a) An Employee will have at least 10 consecutive hours off work (inclusive of reasonable travelling time) between periods of ordinary hours work.
- b) When overtime work is necessary, it will wherever reasonably practicable be so arranged that Employees have at least 10 consecutive hours off duty between the work of successive days, without loss of pay.
- c) If on the instructions of Telstra Plus an Employee resumes or continues work without having had such 10 consecutive hours off duty, the employee will be paid at the rate of 150% of their Individual Base Pay rate for the first three hours and 200% of their Individual Base Pay rate thereafter until released from duty for such period and then is entitled to be absent until the Employee has had 10 consecutive hours off duty without loss of pay.
- d) The provisions of this clause will not apply to call backs or in circumstances where an Employee provides service or support over the telephone or via remote access arrangements where the time worked is less than three hours during the call back or each call back. Provided that where the total



number of hours worked on more than one call back is four hours or more then the provisions of 5.6 (b) and 5.6(c) of this clause will apply

- e) The provisions of this clause do not apply where an Employee wishes to change their scheduled shift, and their manager agrees to the change.

5.7 General Considerations

Your salary and other benefits include all amounts necessary to compensate you for any work requirements and hours of work.

In terms of reasonable additional hours, what will be reasonable will always depend on all the circumstances at the time and it will always naturally be a balancing exercise between your needs and those of the business. Typical considerations for working reasonable additional hours include but are not limited to:

- the particular operational, business and customer requirements at the time
- the amount of advance notice you get beforehand of when you might be required to work
- any notice you have already given in advance that you wouldn't be able to work additional hours on a particular day for any particular personal or family reasons
- any personal or family circumstances that might have come up at the time that make it difficult for you to work the additional hours
- any risk to your or others' health and safety that could reasonably arise if you were to work the hours, and
- the number of hours that you have already worked over the past 4 weeks that could mean that further hours were unreasonable.

6 Use of Telstra Plus property

As part of your work you may have access to and use of a range of company equipment and property, such as vehicles, phones, computers and intellectual property.

We require you to take care of this property and you will need to agree to the terms and conditions for its use. This is important because if at any time you do not agree or consent to the terms and conditions imposed by us, we may in turn restrict or remove your access to the property. In some circumstances, this may affect your ability to perform your role as required by us.

7 Individual Flexibility Agreements

- 7.1 Telstra Plus and you may agree to make an individual flexibility agreement to vary the effect of terms of the Agreement if:



(a) the flexibility agreement deals with one or more of the following matters:

- (i) arrangements about when work is performed;
- (ii) overtime rates;
- (iii) penalty rates; and

(b) the arrangement meets the genuine needs of Telstra Plus and you and is genuinely agreed to by both parties

7.2 Telstra Plus must ensure that the terms of the individual flexibility agreement:

- (a) are about permitted matters under section 172 of the Fair Work Act 2009; and
- (b) are not unlawful terms under section 194 of the Fair Work Act 2009; and
- (c) result in you being better off overall than you would be if no agreement was made.

7.3 An Employee may have an Employee representative to support them in any discussions with their Telstra Plus supervisor/manager.

7.4 The flexibility agreement must be in writing, include the names of Telstra Plus and you and be signed by both parties or if you are under 18 years of age, signed by a parent or guardian

7.5 The flexibility agreement must include details of:

- (a) the terms of the Agreement that will be varied by the flexibility agreement;
- (b) how the flexibility agreement will vary the effect of the terms of the Agreement;
- (c) how you will be better off overall in relation to the terms and conditions of employment as a result of the flexibility agreement; and
- (d) the day on which the flexibility agreement commences.

7.6 Telstra Plus will give you a signed copy of the flexibility agreement within 14 days after it is agreed to.

7.7 Telstra Plus or you may terminate the individual flexibility agreement:

- (a) by giving 28 days written notice to the other party to the flexibility agreement, or
- (b) if Telstra Plus and you agree in writing – at any time.

8 Additional Flexible Work Arrangements

8.1 If you are a parent, or you have responsibility for the care of a child who is either under school age or is under 18 and has a disability, you may request a change in working arrangements. Examples of changes in working arrangements include changes in hours of work, changes in patterns of work and changes in location of work.

8.2 This clause only applies to you if, immediately before making the request, you are either a permanent Employee with at least 12 months' continuous service or an Eligible Casual Employee.

8.3 Any request for a change in working arrangements must be made in accordance with Telstra Plus Policy.



- 8.4 The request must be in writing and set out the details of the change sought and the reasons for the change.
- 8.5 Telstra Plus may only refuse the request on reasonable business grounds.
- 8.6 Telstra Plus will provide a written response within 21 days including reasons for any refusal to request.

9 Dispute Avoidance/Resolution

- 9.1 The Parties are committed to avoiding industrial disputation about the application of this Agreement.
- 9.2 This clause sets out the procedures to be followed for avoiding and resolving disputes about matters arising under this Agreement and in relation to the NES between Telstra Plus and the Employees covered by it. However, this clause does not apply in relation to disputes about whether Telstra Plus has reasonable business grounds to refuse a request for flexible work arrangements or a request for extended parental leave under the NES.
- 9.3 Telstra Plus aims to provide a productive, safe and non-discriminatory work environment for its Employees. This environment should be characterised by co-operation, mutual respect and open communication between Employees and managers.
- 9.4 Telstra Plus acknowledges the right of Employees to seek the assistance of a representative of their choice who may become involved in the discussion at any stage of the process.
- 9.5 Where an Employee or more than one Employee seeks assistance in the resolution of a dispute about a matter arising under this Agreement or the NES, in the first instance the matter may be raised with their immediate supervisor who will attempt to resolve the problem within two working days.
- 9.6 If the matter remains unresolved, it may be taken to the supervisor's manager who will seek resolution within two working days, failing which the assistance of a more senior manager may be sought.
- 9.7 If the matter has not been progressed to the satisfaction of the parties to the dispute within six working days from the time it was first raised with the supervisor, it may be referred to the Human Resources Manager for resolution within a further five working days. During the period referred to in clauses 9.5 to 9.7 inclusive, normal work will continue and Telstra Plus will not implement the matters in dispute. After completion of these steps, Telstra Plus may implement the matters in dispute without prejudice to the final resolution of the matter.
- 9.8 If the dispute about a matter arising under this Agreement or the NES remains unresolved, either party may refer the matter to Fair Work Australia (or its successor) for conciliation. The role of Fair Work Australia is limited to providing assistance to the parties in an attempt to address and, if possible, resolve the matter in dispute by conciliation as quickly as possible.
- 9.9 If conciliation fails to resolve the matter, and if at the conclusion of conciliation Fair Work Australia indicates in writing to the parties that it considers arbitration of the dispute about a matter arising under this Agreement or the NES to be appropriate, then a party may request Fair Work Australia to, and Fair Work Australia will, determine the matter by arbitration.



- 9.10 The Parties agree that the Human Resources Manager and the Employee's representative (which may be a union official) may agree to waive these time limits in whatever manner is necessary to aid dispute resolution.
- 9.11 Nothing in these procedures will prejudice the position of a party in a genuine health and safety situation.

10 Employee Assistance Program

The Employee Assistance Program (EAP) is a professional counselling service for Employees, their partners and their immediate family members. The EAP is free of charge, confidential, and available to you and your family 24 hours a day, 7 days a week. You can contact the EAP for any kind of personal or work-related issues.



D. Your Leave Entitlements

1 Leave in General

We have a range of procedures designed to facilitate the taking of leave (eg. when you can take leave and how you should apply for it). Please familiarise yourself with these procedures. Further details of your leave benefits, and the steps you must follow to access them, are also set out in our policies.

Part time employees are entitled to annual and personal/carer's leave on a pro rata basis compared to a full time Employee who works 38 ordinary hours a week.

2 Annual Leave

Full time Employees will receive 4 weeks' paid annual leave each year of service. Leave accrues on a pro-rata basis and may be taken following such accrual, subject to the agreement of your manager.

During annual leave you are paid at your Individual Base Pay rate. No additional annual leave loading is payable. Your Individual Base Pay includes an amount to compensate for annual leave loading.

Telstra Plus may direct you to take annual leave provided the direction is reasonable. Examples of a reasonable direction include:

- a) where Telstra Plus is shutting down all or part of its business for a period (such as over Christmas or New Year)
- b) where you have accrued in excess of six weeks' annual leave. In this instance you would not be required to decrease your balance below 4 weeks.

Cashing out your annual leave

If you have more than 5 weeks' annual leave accrued, you may request to cash out up to a maximum of 2 weeks' annual leave, provided that your remaining accrued entitlement to paid annual leave would not result in being less than four weeks annual leave. Your request to cash out your annual leave must be in writing. Telstra Plus policy applies to the procedures for requesting the benefit and the payment of the benefit.

Buying extra leave

If we agree, you may forego part of your Individual Base Pay in exchange for additional annual leave. Your request for buying extra leave must be in writing. Arrangements for buying extra leave are set out in our company policies. This may result in your Individual Base Pay being less than the Minimum Base Pay for your classification.



3 Personal/Carer's Leave

Full time Employees will receive 12 days personal leave each year, which may be taken as either sick or a combination of sick and carer's leave. Any unused leave accumulates.

Paid personal/carers leave is available for absence:

- a) due to illness or injury; or
- b) where you are required to care for an immediate family or household member who is sick. The definition of immediate family and household member are outlined in Schedule 1 at the end of this Agreement.

You will need to provide a medical certificate from a registered health practitioner or other reasonable evidence of your illness or injury (or that of an immediate family or household member) if you are absent in the following instances:

- a) where a period of leave exceeds 1 day
- b) for a single day of leave where there is a consistent pattern of single days of leave taken
- c) directly before or after a weekend, public holiday or a period of annual leave

and also in any instance when you are requested by your manager to do so.

4 Bereavement/Compassionate Leave

Full time and part time employees will receive up to 3 days paid bereavement/compassionate leave per occasion:

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

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

5 Parental Leave

If you are a full time, part time or eligible long term casual Employee and you have at least 12 months' continuous service, and you are the primary carer of the child, you will receive a total of up to 52 weeks' parental leave. Except as provided for below, this leave is unpaid.

If you are a full time Employee and the birth mother, the first 12 weeks of your leave is paid at your Individual Base Pay. Part time employees who are birth mothers will receive the first 12 weeks paid on a pro rata basis.



In accordance with Telstra Plus policy and the Fair Work Act 2009, you may request an extension for a further period of up to 12 months unpaid parental leave immediately following the end of the first period.

Telstra Plus at its discretion may request evidence from employees confirming their status as primary carer.

Where you are the secondary carer of the child, and you have at least 12 months' continuous service, you are entitled to 2 weeks' parental leave, of which 1 week is paid at your Individual Base Pay rate.

Telstra Plus policy applies to the eligibility for, and procedures for the application, approval and payment (as applicable) for, Parental Leave.

Paid parental leave under this Agreement is in addition to any government funded scheme.

6 Community Service Leave

You are entitled to take community service leave to undertake an eligible community service activity, in accordance with the Fair Work Act 2009. Eligible community service activities include jury service and certain voluntary emergency management activities.

Employees may be provided with additional paid Community Service Leave at Telstra Plus's sole discretion.

7 Long Service Leave

Your benefit is wholly derived by your length of service and other qualifying requirements consistent with applicable long service leave legislation in your State or Territory of residence.

Employees employed by Telstra Plus immediately prior to the Commencement Date of this Agreement will retain their accrued long service leave balance as at that time.



E. Notice and Redundancy

On Notice

You or Telstra Plus may end your employment at any time by giving 4 weeks' written notice. If you are aged over 45 years and have completed more than 2 years continuous service with Telstra Plus, your notice period will increase by 1 week.

As per clause C.2, employees on probation are required to give, and are entitled to, one weeks' notice.

We may pay you in lieu for all or part of your notice period. We may also direct you at any time during your notice period not to attend work or not to perform all or part of your duties.

Redundancy

Your position with Telstra Plus may become redundant if for operational, economic, technological or structural reasons we decide that the job you are doing is no longer required.

Telstra Plus will determine whether or not your employment will end.

If your employment ends because your position is redundant, you are entitled to a severance payment, determined as follows:

Period of continuous service	Severance pay
Less than 1 year	4 week's pay
More than 1 year but not more than 2 years	5 weeks' pay
More than 2 years but not more than 3 years	6 weeks' pay
More than 3 years but not more than 4 years	7 weeks' pay
More than 4 years but not more than 5 years	8 weeks' pay
More than 5 years but not more than 6 years	10 weeks' pay
More than 6 years but not more than 7 years	11 weeks' pay
More than 7 years but not more than 8 years	13 weeks' pay
More than 8 years but not more than 9 years	14 weeks' pay
More than 9 years but not more than 10 years	16 weeks' pay
More than 10 years	18 weeks' pay

A week's pay for the purposes of this provision will include both your weekly Individual Base Pay and a weekly average of your incentive payments calculated by reference to your final 3 months' work prior to retrenchment.



You are also entitled to a \$4,500 gross job search allowance in the event that your position becomes redundant.

However, you will not receive any severance payment or job search allowance if you are:

- seconded, relocated, reassigned or reallocated at Telstra Plus's direction; or
- offered alternative employment with either Telstra Plus or another employer, which we consider:
 - a) Provides you with overall no less favourable terms and conditions of employment relative to your existing employment with Telstra Plus; and
 - b) Utilises your current knowledge, skills and abilities

Without notice

While we hope it never happens, we may end your employment at any time without notice, in accordance with the Fair Work Act 2009 (Cth), if you:

- engage in serious misconduct; or
- bring Telstra Plus, its related entities, its people or its customers into disrepute, whether by your conduct at work or otherwise.


Return of property

Upon the ending of your employment, or at any time upon request, you must immediately return to us all property belonging to Telstra Plus or another Telstra company.




Execution

Signed for Telstra Plus Pty Limited
by its representative authorised to sign this Agreement

Print name RHIAN ELLIS
Position HR MANAGER
Address LEVEL 6, 175 LIVERPOOL ST, SYDNEY NSW 2000
Signature 
Date 7/2/11

Signed for the Employee as the authorised employee representative:

Print name KURT WHITE
Position BUSINESS ANALYST
Address Lvl 6, 175 Liverpool St, Sydney
Signature 
Date 07.02.2011



Schedule 1 – Definitions

Term	Meaning
Expiry Date	3 years from the Date of Commencement
Fair Work Australia	Fair Work Australia is the national workplace relations tribunal. It is an independent body with power to carry out a range of functions relating to workplace matters.
Immediate Family and Member of a Household	<p>The term immediate family means:</p> <ul style="list-style-type: none"> a) a spouse, de facto partner, child, parent, grandparent, grandchild or sibling of the Employee; or a) a child, parent, grandparent, grandchild or sibling of a spouse or de facto partner of the Employee. <p>The term de facto partner means:</p> <ul style="list-style-type: none"> a) A person who, although not legally married to the Employee, lives with the Employee in a relationship as a couple on a genuine domestic basis (whether the Employee and the person are of the same or different sexes); and b) Includes a former de facto partner of the Employee <p>A member of the Employee's household means a person who normally lives at the same residence as the Employee</p>
Individual Base Pay	Means, depending on the context, either an individual employee's annual salary as agreed between Telstra Plus and the individual employee or the hourly rate derived from the annual amount. The hourly rate is calculated by dividing the annual amount by 52 and then dividing that amount by 38.
Minimum Base Pay	Means, depending on the context, either the Minimum Base Pay as provided in Part C.3 of this agreement or the hourly rate of pay derived from the annual Minimum Base Pay amount. The hourly rate is calculated by dividing the annual amount by 52 and then dividing that amount by 38.
NES	The National Employment Standards under the Fair Work Act 2009 (Cth) as amended from time to time.
Primary Carer	The term primary carer means the parent that assumes the principal role of providing care and attention to the child. A secondary carer is the parent not assuming the principal role of providing care and attention to the child.
Span of ordinary hours of work	<p>Means, in relation to an Employee, either:</p> <p>the period between 7am and 10pm Monday to Friday and between 9am and 6pm on Saturday; or</p> <ul style="list-style-type: none"> • if and only if Schedule 2 applies to the Employee, the period between 7am and 7pm Monday to Friday.



Schedule 2

This Schedule 2 applies to an Employee who, immediately before the Commencement Date of this Agreement, was performing the duties of a technician working in a field based role that involved attending residential and/or business customers' premises.

If this Schedule 2 applies to an Employee, the terms of the Agreement are modified as follows:

In Section C3: **Performance and Individual Base Pay Review**

After the words:

"At no time will your Individual Base Pay be less than the Minimum Base Pay for the relevant classification of your role."

add the following paragraph:

Your Individual Base Pay will be increased by a minimum of 3% from the first full pay period after 1st October 2011, 2012 and 2013.

In Section C5: 5.1 **Ordinary hours of work and span of ordinary hours**

In both the Full Time Employees and Part Time Employees sections, the words:

"...is between 7am and 10pm Monday to Friday and between 9am and 6pm on Saturday"

are deleted and replaced with:

"...is between 7am and 7pm Monday to Friday"



In Section C5: 5.1 **Ordinary hours of work and span of ordinary hours**

In the Full Time Employees section, the words:

“Employees will typically work 5 shifts per week from Monday to Sunday.”

are deleted and replaced with:

“Employees will typically work 5 shifts per week from Monday to Friday.”

In Section C5: 5.2 **Additional Payments**

Section 5.2(a) is deleted in its entirety and replaced with:

a) Shift penalty

If all or part of your work falls outside the span of ordinary hours on Monday to Friday (that is, you work before 7am or after 7pm Monday to Friday), you will receive an additional payment of 15% of your Individual Base Pay for the time worked outside the span of ordinary hours that is between midnight on Sunday and midnight on Friday.

The shift penalty is not payable where either one of the overtime payments set out in section 5.2(c) is payable.

Section 5.2(b) is deleted in its entirety and replaced with:

b) Weekend penalty

If all or part of your work falls outside the span of ordinary hours between midnight on Friday and midnight on Sunday, you will receive an additional payment of 50% of your Individual Base Pay for the time worked. This payment is in substitution for, and is not cumulative upon, any loading (except for casual loading, subject to section C1.1), penalty, or overtime payment that may otherwise apply.

In Section D5: **Parental Leave**

The words:

“and you have at least 12 months’ continuous service,”

wherever appearing, are deleted.