



DECISION

Fair Work Act 2009
s.185—Enterprise agreement

Vodafone Hutchison Australia Pty Ltd T/A Vodafone
(AG2018/4904)

VODAFONE READY ENTERPRISE AGREEMENT 2018

Telecommunications services

COMMISSIONER LEE

MELBOURNE, 15 JANUARY 2019

Application for approval of the Vodafone Ready Enterprise Agreement 2018.

[1] An application has been made for approval of an enterprise agreement known as the *Vodafone Ready Enterprise Agreement 2018* (the Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (the Act). It has been made by Vodafone Hutchison Australia Pty Ltd T/A Vodafone. The Agreement is a single enterprise agreement.

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

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

[4] I had a concern that clause 6.1 of the Agreement regarding a casual employees' entitlement to annual leave; is likely to be inconsistent with the National Employment Standards (NES) and having regard to the decision in *Workpac Pty Ltd v Skene*¹. However, clause 2 of the undertaking provided by the Employer satisfies my concern.

[5] I note that clauses 4.3.4 and 4.3.5 of the Agreement provide that the Employer will be entitled to deduct any monies due from an employee's remuneration. In my view, the clause may provide for deductions which are not permitted deductions within the meaning of s.324 of the Act. Pursuant to s.326 of the Act, the clause will have no effect to the extent that it is not a permitted deduction. However, notwithstanding my view on that, it is not a matter to which I am to have regard in terms of whether or not the Agreement should be approved and it does not represent a barrier to the approval of the Agreement.

[6] Pursuant to s.205(2) of the Act, the model consultation term prescribed by the *Fair Work Regulations 2009* is taken to be a term of the Agreement.

[7] The Australian Municipal, Administrative, Clerical and Services Union and CPSU, the Community and Public Sector Union being bargaining representatives for the Agreement, have given notice under s.183 of the Act that they want the Agreement to cover it them. In accordance with s.201(2) I note that the Agreement covers these organisations.

[8] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 22 January 2019. The nominal expiry date of the Agreement is 22 January 2022.



COMMISSIONER

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<AE501312 PR703793>

ⁱ *Workpac Pty Ltd v Skene* [2018] FCAFC 131



Dear Commissioner Lee

Vodafone Ready Enterprise Agreement 2018 (AG2018/4904)

Undertaking (s.190 of the Fair Work Act 2009)

I, Greer Spence, Head of Employee Relations for Vodafone Hutchison Australia Pty Ltd give the following undertakings with respect of the *Vodafone Ready Enterprise Agreement 2018 (Agreement)*:

1. I have the authority given to me by Vodafone Hutchison Australia Pty Ltd to provide these undertakings in relation to the application before the Fair Work Commission.
2. Vodafone undertakes that it will apply the Agreement in a manner that is consistent with the National Employment Standards and applicable laws in place from time to time.
3. Clause 5.6.8 of the Agreement is to be deleted and replaced with the following:

<i>If you are</i>	<i>And you have</i>	<i>Then you get</i>
<i>...not required to work on a Public Holiday</i>	<i>...worked the day of the week that the public holiday falls on at least once in the 2 weeks prior (or would have done so had you not been on a period of leave) or you have not been employed with Vodafone for a full 2 weeks</i>	<i>...the day off with payment at your ordinary rate of pay for hours that you would have otherwise worked or your average daily hours in the roster period if you have been employed with Vodafone for less than 2 full weeks</i>
<i>...not required to work on a Public Holiday</i>	<i>... not worked the day of the week the public holiday falls in the prior 2 weeks</i>	<i>...no additional benefit. You will work a normal week as per your roster.</i>
<i>If you are</i>	<i>And you are</i>	<i>Then you get</i>
<i>...required to work a public holiday</i>	<i>...working your ordinary shift length for that day</i>	<i>...payment for hours that you work on that day at 150% of your Base Rate of Pay</i>

4. The definition of “Base Rate of Pay” in the Agreement is to be deleted and replaced with the following:

‘Base Rate of Pay’ means:

- (a) For Permanent Employees, the applicable Monday – Friday salaries as set out in clause 4.2.2 divided by 38 divided by 52.*
- (b) For Casual Employees, the applicable Monday-Friday rate as set out in clause 4.2.4.*



5. The definition of "Shift Worker" in the Agreement is to be deleted and replaced with the following:

'Shift Worker' for the purposes of the NES and this Agreement, is an Employee who is required to have availability to be rostered outside of Day Worker hours on any day of the week, Monday to Sunday inclusive of public holidays.

6. Clause 4.2.4 of the Agreement is to be deleted and replaced with the following:

Casual Employees

4.2.4 If you are a Casual Employee, you will be paid the appropriate rate in accordance with the table below (plus applicable loadings and overtime) or if no rate is specified for your classification, you will be paid a 25% loading in addition to the Base Rate of Pay for a Permanent Employee employed in your classification on Monday-Friday (plus applicable loadings and overtime).

<i>Role</i>	<i>Monday – Friday Hourly Rate of Pay</i>
<i>Sales and Service</i>	
<i>Advisor</i>	<i>\$31.55</i>

Signature: _____

Greer Spence

Date: 10 January 2019

Note - the model consultation term is taken to be a term of this agreement. This agreement is to be read together with an undertaking given by the employer. The undertaking is also taken to be a term of this agreement. A copy of these terms can be found at the end of the agreement.

Enterprise Agreement



Vodafone Ready

The future is exciting.

Ready?


 **vodafone**

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1. DEFINITIONS.

'Act'	Means the Fair Work Act 2009 (Cth) as amended or succeeded.
'Agreement'	Means this agreement, being the Vodafone Ready Enterprise Agreement 2018.
'Base Rate of Pay'	Means: (a) For Permanent Employees, the applicable Monday – Friday salaries as set out in clause 4.2.2 divided by 38 divided by 52. (b) For Casual Employees, the applicable Monday – Friday hourly rate as set out in clause 4.2.3.
'Board'	Means Vodafone's Board of Directors
'Contact Centre'	Means the Vodafone Contact Centre in Hobart, Tasmania
'Continuous Service'	Has the meaning prescribed in section 22 of the Act.
'Day Worker'	Means an Employee who works a shift between 7:00am to 6:30pm Monday to Sunday inclusive of public holidays.
'Eligible Casual Employee'	Means an Employee who has been employed by Vodafone on a regular and systematic basis for a sequence of periods of employment during a period of at least 12 months and who would have a reasonable expectation of continuing employment on a regular and systematic basis.
Emergency Management Body	Means a body which has a role or function under a plan for coping with emergencies and/ or disasters or is a fire-fighting, civil defence or rescue body or is any other body of which a substantial purpose involves securing the safety of persons or animals in emergency or natural disasters; protecting property in a natural disaster or otherwise responding to an emergency or natural disaster.
'Employee/s/' 'you'	Means the Employee/s of Vodafone covered by the Ready Enterprise Agreement
'Family and domestic violence'	Means violent, threatening or other abusive behaviour by an Immediate Family Member of an Employee or by a person whom the Employee has, or has had, an intimate relationship with, and the behaviour seeks to coerce or control the Employee and causes the Employee harm or to be fearful.
'Immediate Family Member'	Means a spouse, former spouse, de-facto partner, former de-facto partner, child, stepchild, parent, step parent grandparent, grandchild or sibling of the Employee or a child, parent, grandparent, grandchild or sibling of a spouse, former spouse, de-facto partner or former de-facto partner of the Employee. This also includes a member of the Employees household or person of significance or traditional kinship where there is a relationship or obligation, under the customs and traditions of the community or group to which the Employee belongs.
KPIs	Means Key Performance Indicators.
'Parties'	Means Vodafone and Employee/s.

'Permissible Occasion'	Occurs when an Employee is unable to attend or remain at his or her place of employment due to personal illness or personal incapacity or where an Employee's Immediate Family Member or member of their household requires care or support because of a personal illness or personal injury or an unexpected emergency affecting the Employee's Immediate Family Member or member of their household.
Primary Carer'	Means the person taking the principal role for caring for the child. No other person is claiming parental leave entitlements (including from another organisation) and no other person is dedicated to the full or near full time care of that child.
'Probation Period'	Means a minimum period of three months during which both Vodafone and the permanent Employee will evaluate the permanent Employee's initial suitability for their role. Vodafone may extend the Probation Period for a further three months, in writing, if it feels it needs further time to evaluate the permanent Employee's performance.
'Redundancy'	Occurs when the employment relationship is terminated Vodafone's initiative because: <ul style="list-style-type: none"> (a) Vodafone no longer requires the job done by the Employee to be done by anyone, except where this is due to the ordinary and customary turnover of labour; or (b) of the insolvency or bankruptcy of Vodafone.
'Shift Worker'	Is an employee who is required to have availability to be rostered outside of Day Worker hours on any day of the week, Monday to Sunday inclusive of public holidays.
Total Remuneration Cost'	Refers to an Employee's average weekly earnings for ordinary hours during the previous 12 months.
'SG Act'	Superannuation Guarantee (Administration) Act 1992
Secondary Carer	Means a person who is not the Primary Carer of a child.
'Vodafone'/'us'/'we'/Company	Means Vodafone Hutchison Australia Pty Ltd (ABN 76 096 304 620)
'Vodafone Ready Resolving Disputes Procedure'	Means the dispute management process under this Agreement as outlined in clause 2.8.
Voluntary Emergency Management Activity'	Means dealing with an emergency or natural disaster on a voluntary basis for a recognised Emergency Management Body, where the Employee was requested by or on behalf of the body to engage in the activity or where no such request was made, but it would be reasonable to expect that if the circumstances had permitted the making of such a request, it is likely that such a request would have been made.
'Workforce Optimisation Team'	Means the team who is responsible putting together the rosters for employees.

2. OUR AGREEMENT - APPLICATION AND EMPLOYEE RELATIONS

2.1. WHAT IS THE NAME OF OUR AGREEMENT?

- 2.1.1. This enterprise agreement will be known as the Vodafone Ready Enterprise Agreement 2018 (Vodafone Ready).

2.2. THE VODAFONE READY STORY

- 2.2.1. Our purpose at Vodafone is to give Australians the freedom and choice to connect the way they want to.
- 2.2.2. We will bring this to life by empowering our employees to be customer champions, and advocate our product and workplace.
- 2.2.3. At Vodafone, we live by our values. Our Values are our shared beliefs about how we treat each other and our customers, and drive success for Vodafone. They provide a common direction for us, and are the foundation for our culture.
- 2.2.4. Our values are:
- We Before Me;
 - Make it Count;
 - With Soul.
- 2.2.5. Our values are brought to life by:
- Being collaborative, generous, sharing in success;
 - Showing accountability, results focussed and resilient;
 - Demonstrating empathy, passion and integrity.

2.3. AM I COVERED BY VODAFONE READY?

- 2.3.1. Vodafone Ready will apply to Vodafone and its Employees, in relation to the employment of all persons engaged by Vodafone in customer facing roles and the support roles of IT whose principal place of employment is at the Vodafone Contact Centre in Tasmania, and for whom classifications are contained in Vodafone Ready.
- 2.3.2. Employees of Contractors and or sub-contractors performing work under a contract for services, including where the engaging contractor or sub-contractor is a subsidiary or related company of Vodafone, are specifically excluded from coverage under this Agreement.
- 2.3.3. Vodafone Ready contains the terms and conditions of your employment, but should you require any extra assistance, you should discuss this with your team leader.

2.4. HOW LONG WILL VODAFONE READY APPLY?

- 2.4.1. Vodafone Ready will commence seven days after the date on which Agreement is approved by the Fair Work Commission.

2.4.2. Vodafone Ready will have a nominal expiry term of three years. In the absence of a replacement Agreement, or the termination of this Agreement, this Agreement will continue to operate after the nominal expiry date.

2.4.3. Vodafone will commence negotiations for a new Agreement at least three but no more than six months before the nominal expiry date of Vodafone Ready.

2.5. WHERE CAN I FIND A COPY OF VODAFONE READY?

2.5.1. A copy of Vodafone Ready will be available on Vodafone's intranet and we will provide you with a hard or soft copy upon request to your HR Manager.

2.6. WHICH PARTS OF VODAFONE READY APPLY TO ME?

2.6.1. All clauses of Vodafone Ready apply to you except where specifically stated.

2.7. WHAT HAPPENS IF THERE IS A SIGNIFICANT CHANGE AT WORK WHICH AFFECTS ME?

Consultation is a process which occurs once an In principal decision has been made regarding significant change at Vodafone. It involves real listening on both sides and has the capacity to influence the outcome.

Notification of Major Workplace Changes

2.7.1. Where we have made an In principal decision to implement major workplace changes to production, program, organisation structure or technology that will impact you in a significant way, we will notify you of the proposed changes in writing as soon as possible.

For example, some major workplace changes may include (but are not limited to):

- your role (such as location or duties performed);
- the composition, operation or size of the Vodafone's workforces;
- the skills required by Employees;
- the availability of job opportunities for you;
- the restructure of jobs available; or
- pay or conditions.

2.7.2. Anything we change as a result of the successful implementation of Vodafone Ready does not require us to consult with you because it has already been agreed with the majority of staff.

Consultation with you

2.7.3. If you are significantly affected by a major change that we are proposing, we will discuss with you the introduction of the change, the effect the change is likely to have on you and measures to avert or mitigate the adverse effect of the change on you. The discussions will commence as early as possible after we make an In principal decision to implement the change.

- 2.7.4. For the purposes of such discussion, we will provide to you, in writing, all relevant information about the change including the nature of the change proposed, the expected effects of the change on you, and any other matters likely to affect you.
- 2.7.5. However, in providing you with this information, we will not be required to disclose confidential information which would be harmful to our interests or those of other Employees.
- 2.7.6. We will give prompt and genuine consideration to any matters raised by you or your representative in response to the discussions and any response to these matters will be provided in writing.
- 2.7.7. You may nominate a representative to support you at any stage during the consultation process. Vodafone may also choose to nominate a representative to act on its behalf at any time.

Notification of change to regular rostered or ordinary hours of work

- 2.7.8. Where we are proposing to introduce a change to the regular roster or ordinary hours of work of Employees, we will notify you of the proposed changes in writing as soon as possible.

Consultation with you

- 2.7.9. As soon as practicable after making an in principal decision to change regular rosters or ordinary hours' of work, we will discuss with you the introduction of the change, the effect that the change is likely to have on you and the measures we are taking to avert or mitigate the adverse effect of the change on you.
- 2.7.10. For the purposes of such discussion, we will provide to you, in writing, all relevant information about the change including the nature of the change proposed, the expected effects of the change on you, and any other matters likely to affect you.
- 2.7.11. However, in providing you with this information, we will not be required to disclose confidential information which would be harmful to our interests or those of other Employees.
- 2.7.12. We will give prompt and genuine consideration to any matters raised by you or your representative in response to the discussions.
- 2.7.13. You may nominate a representative to support you at any stage during the consultation process. Vodafone may also choose to nominate a representative to act on its behalf at any time.

2.8. WHAT DO I DO IF I HAVE A PROBLEM OR ISSUE AT WORK?

- 2.8.1. At Vodafone we are committed to fostering good relations amongst Employees and between Employees and management. We acknowledge that the enjoyment you experience in your job is reflected in how well you work and how well you relate to your colleagues and customers.
- 2.8.2. We also acknowledge that problems or issues can arise at work that may sometimes cause you to feel aggrieved.

- 2.8.3. In this part, which we will refer to as the Vodafone Ready Resolving Disputes Procedure, we will outline what to do if you have a dispute, claim or grievance which is likely to affect the business of Vodafone, the quality of service to our customers or to the quality of your employment.

The purpose of this Part is also to allow you to have such problems or grievances, addressed by us in a timely and confidential manner. Vodafone will endeavour to resolve grievances, where possible, within 5 days.

How will a complaint be handled?

- 2.8.4. All disputes and grievances arising, will as far as practical, be resolved through discussions between those involved. The following procedure will apply for the resolution of any dispute:
- Step 1 Initially you will discuss any grievance, dispute or claim with your Team Leader.
 - Step 2 Should the dispute, claim or grievance remain unresolved after 48 hours of Step 1, the matter will be brought to the attention of the next level manager, or the Human Resources Manager supporting the Contact Centre.
 - Step 3 Where a satisfactory resolution is not reached as a result of Step 2, the matter will be brought to the attention of the General Manager of Customer Care or the Director of Human Resources.
 - Step 4 Where a satisfactory resolution is not reached as a result of Step 3, the matter will be referred to the Fair Work Commission for conciliation.
- 2.8.5. If the matter is referred for conciliation, both parties will participate in the process in good faith. Where the parties to the dispute reach an agreed outcome, both parties agree to be formally bound to abide by this outcome.
- 2.8.6. If both parties agree, the Fair Work Commission may issue a recommendation following the conciliation which is binding on both parties.
- 2.8.7. You may appoint a representative to assist in resolving the matter at any stage during the above process. Similarly, we may appoint a representative at any stage in the process.
- 2.8.8. During the above procedure, those involved in the grievance will continue to work in accordance with their contract of employment unless they have a reasonable concern about an imminent risk to their health and safety.
- 2.8.9. Where the dispute relates to this Agreement or the National Employment Standards, if the options for attempting to resolve the matter have been fully exhausted, the parties agree that the matter may be arbitrated by the Fair Work Commission.

3. MY EMPLOYMENT WITH VODAFONE

3.1. HOW AM I EMPLOYED?

- 3.1.1. You will be engaged on one of the following bases:
- (a) as a Full Time Employee (an Employee who works 38 hours per week, on average, over four weeks); or
 - (b) as a Part Time Employee (an Employee who works at least 15 hours up to a maximum of 37.5 hours per week, on average, over four weeks); or
 - (c) as a Casual Employee (an Employee who is engaged to work on a shift by shift basis and is paid an hourly rate. The hourly rate of pay for casual Employees includes a 25% casual loading which is paid in lieu of annual and personal/ carer's leave entitlements, notice of termination and redundancy pay).
- 3.1.2. On commencing employment or on promotion or secondment, we will provide you with a statement in writing containing the following information:
- (a) your classification;
 - (b) whether your role is Full Time, Part Time or Casual ;
 - (c) rate of pay and frequency of payment;
 - (d) date of appointment, transfer, secondment or promotion; and
 - (e) if it is a secondment, the expected finishing date.

3.2. PROBATION PERIOD

- 3.2.1. You must successfully complete your Probationary Period before we can confirm your continued employment.
- 3.2.2. During the Probationary Period, either you or we may terminate your employment for any reason with 1 weeks' notice.
- 3.2.3. If we terminate your employment during the Probationary Period, we may choose to pay you in lieu of working out the notice period.
- 3.2.4. If you terminate your employment during the Probationary Period and do not provide us with 1 weeks' notice, you will forfeit an amount of wages or entitlements owing on termination equivalent to the notice period.
- 3.2.5. The right to terminate your employment under this clause is in addition to any other rights which either of us may have to terminate your employment.

- 3.2.6. For the avoidance of doubt, your Probation Period will not affect the Minimum Employment Period under the Act.

3.3. WHAT HAPPENS IF I GET PROMOTED, TRANSFERRED OR SECONDED?

Promotion / Transfer

- 3.3.1. If you are an existing Employee who is transferred or promoted to a new permanent position, we will assess your suitability to the new role over the initial three months of the appointment. During this time we will work with you to ensure that you have the support you need to perform well in the role.
- 3.3.2. In the event that we do not consider you to be suitable for the position, you may return to your previous position or an equivalent position with the agreement of your Operations Manager.
- 3.3.3. If you are transferred or promoted you will be paid at the rate of pay for the transferred or promoted position from the first day of your appointment to that position.
- 3.3.4. If you are permanently transferred or promoted to an area in which a different agreement or other industrial instrument applies, you will become covered by that agreement or instrument.
- 3.3.5. If we wish to transfer you to another role, we will consult with you beforehand as per clause 2.7 of this Agreement.

Secondment

- 3.3.6. Vodafone is committed to providing Employees with the opportunity to train and develop their skills in other roles that may become available
- 3.3.7. Where an Employee is required to perform another role, they will be provided with a formal secondment letter outlining the role they will be performing and the expected duration of their secondment.
- 3.3.8. An Employee who is required for a period of 5 days or more, to perform all of the functions of a different role, for which the minimum salary is higher than the Employee's usual salary, will receive the minimum salary for the different role for the entire period of the secondment.

3.4. CONVERSION TO FULLTIME OR PARTTIME EMPLOYMENT

- 3.4.1. This clause only applies to Eligible Casual Employees.
- 3.4.2. An Employee who has worked at the rate of an average of 38 or more hours a week in the period of 12 months casual employment may elect to have their employment converted to fulltime employment.

- 3.4.3. An Employee who has worked at the rate of an average of less than 38 hours a week in the period of 12 months casual employment may elect to have their employment converted to part-time employment.
- 3.4.4. Where an Employee seeks to convert to fulltime or part-time employment, Vodafone may consent to or refuse the election, but only on reasonable grounds. In considering a request, Vodafone may have regard to any of the following factors:
- the size and needs of Vodafone;
 - the nature of the work the Employee has been doing;
 - the qualifications, skills, and training of the Employee;
 - the trading patterns of Vodafone (including cyclical and seasonal trading demand factors);
 - the Employee's personal circumstances, including any family responsibilities; and
 - any other relevant matter.
- 3.4.5. Where it is agreed that an Employee will have their employment converted to fulltime or part-time employment as provided for in this clause, Vodafone and the Employee must discuss and agree upon.
- the form of employment to which the Employee will convert—that is, full time or part time employment; and
 - the date from which the conversion will take effect.
- 3.4.6. Once the Employee has converted to full time or part time employment, the Employee may only revert to casual employment with the written agreement of Vodafone.
- 3.4.7. Nothing in this clause obliges an Employee to convert to full time or part time employment, nor permits Vodafone to require a casual employee to so convert.
- 3.4.8. Nothing in this clause requires Vodafone to convert the employment of an Eligible Casual Employee to full-time or part-time employment if the Employee has not worked for 12 months or more in a particular classification stream.
- 3.4.9. Nothing in this clause requires Vodafone to increase the hours of an Eligible Casual Employee seeking conversion to fulltime or part-time employment.

3.5. POLICIES AND PROCEDURES

- 3.5.1. You agree that throughout your employment you will remain familiar, and comply, with our policies and procedures as varied from time to time. These policies and procedures are available online or on request from your Team Leader or your HR Manager.
- 3.5.2. Vodafone reserves the right to vary its policies and procedures at any time. Consequently, Vodafone's policies and procedures are not incorporated as terms of this Agreement.
- 3.5.3. Where a variation to a HR policy occurs and proposes to cause a loss of entitlement, we will consult with you first in accordance with clause 2.7
- 3.5.4. In the event that there is any inconsistency between Vodafone's policies and procedures, and this Agreement, the Agreement will prevail.

4. MY REMUNERATION

4.1. WHAT IS MY POSITION?

- 4.1.1. You will be appointed to one of the positions outlined in Appendix 1 of this Agreement.

4.2. WHAT DO I GET PAID?

- 4.2.1. There are a variety of positions available to staff within the Contact Centre with appropriate remuneration structures tailored to each position.
- 4.2.2. If you are a Permanent Employee, you will be paid the appropriate rate in accordance with the table below

Role	Salary
Advisor	\$48,000.00
Specialist	\$50,500.00
Assistant Team Leader	\$55,000.00
Team Leader	\$72,500.00
Support	
IT Specialist	\$ 60,879.56

Part-Time Employees

4.2.3. For part-time Employees, the base salary in clause 4.2.2 will be prorated based on your part-time hours.

Casual Employees

4.2.4. If you are a Casual Employee, you will be paid the appropriate rate in accordance with the table below

Role	Hourly Rate of Pay
Sales and Service	
Advisor	\$ 31.55

Guaranteed Increases to rates of pay

4.2.5. The rates prescribed in Clause 4.2.2 and 4.2.4 will increase each year in accordance with the table below:

Date	Increase
1 March 2019	3%
1 March 2020	3%
1 March 2021	3%

Salary Review

4.2.6. In addition to the guaranteed increases to rates of pay set out in clause 4.2.5, Vodafone will maintain a fund of 1% of all Base Rates of Pay paid to Permanent Employees under the Agreement (in the previous calendar year), as a pool to fund discretionary increases to Employee salaries. (Salary Review).

4.2.7. This Salary review has been established to:

- drive the achievement of Vodafone's yearly plans and objectives;
- drive positive Employee behaviours of accountability, clarity and motivation;
- reward Employees who achieve their KPIs and to motivate Employees to overachieve;
- facilitate the retention of Employees; and
- be sufficiently flexible to reflect changes in the business and marketplace.

- 4.2.8. In order to become eligible to receive a salary review, Employees must, at a minimum, achieve their KPIs. KPIs will be specific, achievable and measurable.
- 4.2.9. An Employee's KPIs will be set by their manager and acknowledged by Employees as part of their regular meetings with their leader or at any other times based on the needs of the business.
- 4.2.10. Core KPI's will be set and clearly communicated by Vodafone to each employee at the beginning of each quarter.
- 4.2.11. KPI's will be reviewed and adjusted to meet the changing needs of the business.
- 4.2.12. Any other KPI's, will be communicated before the beginning the month to which they are applicable. Should a major change to a core KPI metric be required, Vodafone will consult as outlined in clause 2.7 unless otherwise agreed.
- 4.2.13. Vodafone will publish a policy that sets out the other terms governing the Salary Review process (including any other eligibility requirements). Such a policy may be amended by Vodafone on four weeks' notice. For the avoidance of doubt, the terms of such a policy are not incorporated as terms of this Agreement.

Incentive Payments

- 4.2.14. Employees may be eligible to earn incentive payments if they achieve certain performance targets.
- 4.2.15. The rules governing incentive payments are available on Vodafone's intranet.
- 4.2.16. We may vary the terms of the incentive payment structures by providing you with four weeks' notice. Any variation of the terms of the Incentive Payment structures by us will not affect your entitlement to incentive payments already earned under the existing structures.
- 4.2.17. For the avoidance of doubt, the Incentive Payment policies do not form part of this Agreement.

4.3. WHEN WILL I GET PAID?

Payment and advice

- 4.3.1. You will be paid fortnightly with your net wages deposited directly into your nominated bank account(s) by electronic transfer of funds.
- 4.3.2. A detailed payslip will be available to you via the online HR portal which will include the following
- Your name
 - the amount paid
 - the period of payment and
 - any additions or deductions

- 4.3.3. The payslip will be provided within one working day of when the payment is deposited into your bank account/s.

Deductions

- 4.3.4. We will be entitled at any time during your employment to deduct from your remuneration any monies due to us. Such monies may include, but are not limited to, any outstanding loans, advances, any payments made in error or overpayment of any wage or entitlement.
- 4.3.5. We will notify you of the amount and reason for the deduction no less than seven days prior to the deduction to discuss with you a mutually acceptable repayment plan. In the event that we cannot agree on such a repayment schedule we will deduct no more than 10% of your fortnightly net pay until the overpayment amount has been repaid.
- 4.3.6. You may dispute the proposed deduction via the Vodafone Ready Resolving Disputes Procedure at clause 2.8.
- 4.3.7. If you dispute the proposed deduction within the seven day period, we will not deduct monies in dispute until the Vodafone Ready Resolving Disputes Procedure has been completed or discontinued.
- 4.3.8. If you leave Vodafone we are entitled to deduct from your final pay any monies owing to us on termination. Such monies may include, but are not limited to, any outstanding loans, advances, any payments made in error, overpayment of any wage or entitlement, or outstanding notice that you have not provided.
- 4.3.9. At the Employee's written election, Vodafone shall provide for the employee's Union fees to be deducted from the employee's pay and ensure that such fees are transmitted to the employee's Union monthly.

4.4. WILL I RECEIVE ANY ALLOWANCES?

Safety Committee allowance

- 4.4.1. If you are a Permanent Employee and are an elected member of the Safety Committee, you will be paid an additional allowance of 2% of your salary outlined in clause 4.2.2. Elections for the Safety Committee members will be held when vacancies occur.

4.5. CAN I SALARY PACKAGE PART OF MY WAGES?

- 4.5.1. You are entitled to salary sacrifice a number of items including but not limited to a Company mobile phone or superannuation. Under a salary sacrifice arrangement, we make various payments on your behalf from your 'pre-tax' salary rather than from your 'after tax' salary, with the result of reducing your taxable income.

- 4.5.2. Subject to the governing rules of an Employee's superannuation fund, an Employee may authorise Vodafone, in writing, to pay a specified amount from their pre-taxation wages into the same superannuation fund as the Employee has nominated in accordance with clause 4.6 below.
- 4.5.3. An Employee may adjust the amount they have authorised Vodafone to pay from their wages by providing at least four weeks' notice, in writing of their requested change. Any proposed changes will be at our discretion, but such changes will not be unreasonably refused.
- 4.5.4. Your pre-salary sacrifice salary will remain your salary for all purposes, including calculation of your superannuation entitlements.

4.6. WHAT ARE MY SUPERANNUATION ENTITLEMENTS?

- 4.6.1. We will pay superannuation equal to 10% of your ordinary time earnings as defined by the SG Act into a complying superannuation fund of your choice.
- 4.6.2. If you fail to make a valid choice of fund, you will be enrolled into Vodafone's default fund. Vodafone's default superannuation fund is a complying superannuation fund in accordance with section 194(h) of the Act. Vodafone's default superannuation fund has a MySuper product.
- 4.6.3. In the event that the minimum level of contribution required under the SG Act increases above 9.5% during the term of this agreement, Vodafone will pay superannuation from the date the increase becomes effective at 0.5% above the minimum level of contribution required under the SG Act.
- 4.6.4. If you are a member of our default superannuation fund, you will also be entitled to insurance cover in accordance with the terms of the fund, as set out in the relevant member's booklet.
- 4.6.5. If you elect to have superannuation contributions in excess of the minimum amount required by the SG Act, the amounts in excess will be treated as salary sacrifice or voluntary contributions. You must inform the payroll department if you wish to make such contributions.

5. MY HOURS OF WORK AND ROSTERS

5.1. CATEGORIES OF EMPLOYEES

- 5.1.1. Employees will either be rostered as Day Workers or Shiftworkers.

5.2. HOURS OF WORK

Full Time Employees

- 5.2.1. If you are employed as a Full Time Employee, you will be required to work an average of 38 hours per week, over a four week period which can be worked Monday – Sunday inclusive of public holidays.

Part Time Employees

- 5.2.2. If you are employed as a Part Time Employee, you will be required to work a minimum of 15 hours per week (unless otherwise agreed) up to an including a maximum of 37.5 hours per week, on average over four weeks, which can be worked Monday – Sunday inclusive of public holidays.

Casual Employees

- 5.2.3. If you are a Casual Employee you will be engaged on a shift by shift basis and rostered in accordance with Vodafone's business requirements to work up to and including a maximum of 38 hours per week on average over a four week period.

5.3. HOW WILL THESE HOURS BE ROSTERED?

- 5.3.1. Employees will be rostered to work for a maximum of 10 hours per day (excluding meal breaks).
- 5.3.2. Full Time and Part Time Employees will receive a minimum of two consecutive days off twice during their roster cycle which is over a four week period.
- 5.3.3. On each occasion a casual Employee is required to attend work, they are entitled to a minimum payment of four hours' work.
- 5.3.4. Employees must observe the rostered starting and finishing times, including designated breaks to maximise available working time.

5.4. WHAT IS MY ROSTER?

- 5.4.1. You will be advised of your rostered hours four weeks in advance of the roster period.
- 5.4.2. Rosters may be changed by Vodafone with a minimum of ten days' notice prior to the commencement of a shift, provided that during high volume periods such as product launches, Vodafone may change your roster with a minimum of seven days' notice. Either you or Vodafone will be able to change your roster at any time by consent. If your roster is changed, you will receive formal advice of your new roster on Vodafone's online roster system.
- 5.4.3. If you arrange to swap a shift with another Employee, you are both required to ensure that:

- (a) The request to swap shifts is made online. Such requests are required to be approved and are processed by the Workforce Optimisation Team in a timely manner; and
 - (b) A 10 hour gap between shifts is maintained.
- 5.4.4. No payment for overtime will be made where it is as a result of a shift swap. Any other overtime worked in that roster period which is unrelated to the shift swap will still be payable.

5.5. WILL I GET OVERTIME?

- 5.5.1. Overtime for all Employees commences 5 minutes after completion of your rostered shift. Overtime does not include time spent on powering up, powering down or packing up activities.
- 5.5.2. Subject to clause 5.5.1, all time worked outside ordinary hours as defined in clauses 5.2.1, 5.3.1 and 5.3.2 will be overtime for Full Time Employees.
- 5.5.3. Subject to clause 5.5.1, all time work outside ordinary hours as defined in clauses 5.2.2, 5.3.1 and 5.3.2 will be overtime for Part Time Employees.
- 5.5.4. Subject to clause 5.5.1, all time worked outside ordinary hours as defined in clauses 5.2.3 & 5.3.1 will be overtime for Casual Employees.
- 5.5.5. Overtime will be calculated on a daily basis and paid to Employees in line with their fortnightly pay cycle.
- 5.5.6. Penalties for working overtime will be paid to Employees in accordance with the following table:

	Monday – Sunday
First three hours	150% of the Base Rate of Pay
Thereafter	200% of the Base Rate of Pay

- 5.5.7. Your overtime will be paid in arrears of the applicable roster period.
- 5.5.8. Overtime loadings are not cumulative and will not apply to any form of leave or public holiday entitlement. Only the highest applicable loading will apply at any one time.
- 5.5.9. If you are required to work overtime on a Saturday or Sunday, you will be provided with a minimum of three hour's work per day.

Special Overtime Provisions for Team Leaders

- 5.5.10. Team Leaders who are requested to work overtime will be granted time off instead of receiving overtime penalties. Time off will be taken at one hour off for each hour worked.
- 5.5.11. When a Team Leader takes time off, it will be paid at their Base Rate of Pay.
- 5.5.12. Team Leaders must take their time off within two roster cycles where the overtime was worked, unless otherwise agreed with their manager.

5.6. WHAT ABOUT LATE SHIFT, WEEKENDS AND PUBLIC HOLIDAYS?

Late Shifts

- 5.6.1. In addition to your Base Rate of Pay you will be paid the following loadings.

If your shift finishes Monday - Friday	You will be paid, in addition to your Base Rate of Pay for all hours in the shift, a loading of....
After 6:30pm and before Midnight	15% of the Base Rate of Pay (afternoon shift loading)
After Midnight and before 7:00am	25% of the Base Rate of Pay (night shift loading)

- 5.6.2. "Permanent night shift" refers to an Employee who:
 - (i) during a period of engagement on shift, works night shift only; or
 - (ii) remains on night shift for a longer period than four consecutive weeks; or
 - (iii) works on a night shift which does not rotate or alternate with afternoon shift or with day work so as to give the Employee at least one third of the working time off night shift in each shift cycle;
 - (iv) is entitled to a loading of 30% for time worked on such night shift. This loading is in substitution for and not cumulative upon the night shift loading

Weekends

- 5.6.3. You will be paid an additional 50% loading on your Base Rate of Pay for hours worked on Saturdays.
- 5.6.4. You will be paid an additional 100% loading on your Base Rate of Pay for hours worked on Sundays.
- 5.6.5. Weekend loadings are not cumulative and will not apply to any form of leave or public holiday entitlement. Only the highest applicable loading will apply at any one time.

Public Holidays

- 5.6.6. In this clause Public holidays are as defined in the Statutory Holidays Act 2000 (Tas).
- 5.6.7. Any work performed on a public holiday will attract an additional loading of 150% on your Base Rate of Pay for hours worked. This loading is in lieu of late shift and weekend loadings.
- 5.6.8. If you receive a penalty in accordance with the table below for hours worked on a public holiday, you will not be entitled to any other penalties or loadings with respect to the hours worked on that public holiday.

How am I paid for public holidays?

If you are....	And you have...	Then you get...
...not required to work on a Public Holiday	...worked the day of the week that the public holiday falls on at least once in the 2 weeks prior	...the day off with payment at your ordinary rate of pay for hours that you would have otherwise worked
...not required to work on a Public Holiday	...have not worked the day of the week the public holiday falls in the prior 2 weeks	...no additional benefit. You will work a normal week as per your roster
If you are....	And you are...	Then you get...
...required to work on a Public Holiday	...working your ordinary shift length for that day	Payment for hours that you work on that day at 150% of your Base Rate of Pay.

- 5.6.9. If you are a part-time Employee, a day's payment will be pro-rated based on your part-time hours.
- 5.6.10. Casual Employees will only receive payment for public holidays where they are required to attend work for a rostered shift.

What happens if a public holiday falls during my annual leave or long service leave?

- 5.6.11. Public holidays falling on days on which you would ordinarily be rostered to work are not counted as part of your annual leave or long service leave. Such public holidays will be paid at your Base Rate of Pay and will not be deducted from your annual leave or long service leave entitlement.

5.7. WHEN CAN I TAKE A BREAK DURING MY SHIFT?

Rostered Break

- 5.7.1. You will be entitled to one paid 15 minute rostered break where your shift exceeds 4 hours, but is less than six hours in duration.

- 5.7.2. You will be entitled to two paid 15 minute rostered breaks where the duration of your shift is six hours or more.

Personal Time

- 5.7.3. In addition to your paid rostered breaks, you will be entitled to 10 minutes of personal time per shift, without loss of pay, averaged over a calendar month with a maximum allowable personal time of 20 minutes in any one day. Personal time can be taken at any time and is to be used for tending to personal needs such as toilet breaks, drink breaks, emergency phone calls and any other personal business, outside of the designated meal breaks and rest pauses.

Meal Breaks

- 5.7.4. Where you work a shift of more than 6 hours, you will be entitled to an unpaid meal break of 30 minutes.
- 5.7.5. Your entitlement to meal and rostered breaks stands alone for each shift and does not accrue.

5.8. VODAFONE EVENTS

- 5.8.1. We strongly encourage employees to attend all Vodafone events. Where Vodafone indicates that an event is compulsory, the event will be considered a paid rostered shift and you will be notified of this rostered shift in accordance with shift track. Compulsory events include but are not limited to, communication nights, training and business updates.
- 5.8.2. If you are unable to attend a compulsory Vodafone event, you are required to notify your Team Leader or Operations Manager.
- 5.8.3. Compulsory Vodafone events including communication nights, training and business updates are considered part of your working hours and will be paid as working time.
- 5.8.4. You will not be paid for attendance at a Vodafone event which is not compulsory such as, but not limited to, Christmas parties.

6. MY LEAVE BENEFITS

6.1 HOW MUCH ANNUAL LEAVE DO I GET?

6.1.1 This clause only applies to Permanent Employees.

6.1.2 If you are a Permanent full time Shift Worker, you will accrue annual leave as follows:

Service	Entitlement
Up to and including one years' service	26 days per annum
Between one years' service and up to completion of 2 years' service	27 days per annum
After 2 years' service and for each year thereafter	28 days per annum

6.1.3 If you are a Full Time Day Worker, you will accrue annual leave as follows:

Service	Entitlement
Up to and including one years' service	23 days per annum
Between one years' service and up to completion of 2 years' service	24 days per annum
After 2 years' service and for each year thereafter	25 days per annum

6.1.4 If you are a Part Time Employee (engaged as either a Day Worker or Shift Worker), you are entitled to pro rata annual leave, based on the number of hours you work.

6.1.5 Payment during annual leave will be made at your Base Rate of Pay of pay excluding any penalty rates or allowances that would otherwise apply.

6.1.6 No annual leave loading is payable as it has been duly compensated for in your Base Rate of Pay.

6.1.7 Upon termination of employment, you will be entitled to payment for the number of hours of annual leave accrued but unused at the time of termination at the Base Rate of Pay you were earning at the date of such termination.

6.1.8 Annual leave is cumulative from year to year.

When can I take Annual leave?

6.1.9 All Employees are encouraged to take their full annual leave entitlement each year.

6.1.10 All applications for leave must be approved by Workforce Optimisation Team. You may only take your annual leave at a time which is convenient to both you and Vodafone.

- 6.1.11 Applications for annual leave should be submitted via the online leave portal and will be responded to within 5 working days.
- 6.1.12 In times of high volume leave requests, Vodafone may open up an expression of interest period for leave where the application and response times will be clearly communicated.

Can I cash out my Annual Leave?

- 6.1.13 You can apply in writing to cash out an amount of annual leave provided that you retain a balance (after the cashing out) of at least 4 weeks' annual leave.
- 6.1.14 Where such a request is made and approved by Vodafone, you will receive a payment in lieu of the amount of annual leave you have otherwise been able to take at your Base Rate of Pay as at the time the request to cash out your annual leave is made.
- 6.1.15 Any request to cash out annual leave must be made in writing to your HR Manager / the Operations Manager.

Other conditions

- 6.1.16 If your leave balance is greater than eight weeks' we may direct you to take a minimum of four weeks' annual leave at a mutually agreed time within six months of the direction to take annual leave being made. Vodafone will consider reasonable exceptions to this requirement.

6.2. CAN I TAKE LEAVE ON MY BIRTHDAY?

- 6.2.1. All Permanent Employees will be eligible to have one additional paid leave day during the month in which their birthday falls.
- 6.2.2. Birthday leave will be rostered by our Workforce Optimisation Team on or as close as practically possible to your birthday.
- 6.2.3. If you do not use your birthday leave within your birthday month it will expire.
- 6.2.4. Birthday leave does not accrue from year to year and cannot be cashed out nor is it paid out on termination.
- 6.2.5. For the avoidance of doubt, birthday leave does not apply to Casual Employees.

6.3. HOW MUCH PERSONAL/CARER'S LEAVE DO I GET?

- 6.3.1. This clause only applies to Permanent Employees.
- 6.3.2. Subject to clause 6.3.3, for each year of service, you will be entitled to ten days of paid Personal/Carer's Leave which accrues progressively throughout each year of service. If you are a

new starter at Vodafone, you will receive three days Personal/Carer's Leave provided in advance upon appointment.

- 6.3.3. If you are a Part Time Employee, your entitlement to Personal/Carer's Leave is calculated on a pro rata basis based on the number of hours you work.
- 6.3.4. Payment for Personal/Carer's Leave will be at your Base Rate of Pay.
- 6.3.5. You can apply to have up to 10 days Personal/Carer's Leave cashed out provided that you retain a balance (after the cashing out) of at least 15 days Personal/Carers Leave. Cashed out Personal/Carer's Leave will be paid out at your Base Rate of Pay at the time the application is approved. Applications for the cashing out of Personal/ Carer's Leave will be reviewed on an annual basis during a nominated time frame by Vodafone.
- 6.3.6. At the conclusion of your employment, you will not be paid out in respect of any accrued but unused Personal/Carer's Leave entitlements.

Taking paid Personal Leave

- 6.3.7. You may take Personal/Carer's Leave on each Permissible Occasion.
- 6.3.8. If you do not have a Personal/Carer's Leave balance and need additional time to recover from an illness or injury, Vodafone may grant you access to alternative leave that you have accrued and have a balance of at the time. Vodafone may also require a medical certificate to support the application
- 6.3.9. If you have exhausted all of your paid Personal/ Carers leave balance, Vodafone may also direct you to take annual leave in order to recover from your illness or injury, should you have a balance in excess of 8 weeks.

Your entitlement to Unpaid Carer's Leave

- 6.3.10. This entitlement applies to both Permanent and Casual Employees.
- 6.3.11. Employees will be entitled to a period of up to two days Unpaid Carer's Leave for each Permissible Occasion.
- 6.3.12. For Permanent Employees, the entitlement in clause 6.3.9 only applies once all of your paid Personal/Carers Leave entitlements have been exhausted

Proof of illness/injury

- 6.3.13. Employees will be required, unless otherwise stated by Vodafone, to provide a medical certificate from a registered medical practitioner that states that the Employee is unfit to attend for work because of personal illness or injury, or that the Employee requires carer's leave. A medical certificate must be supplied for:

- a) any absence on Personal/Carer's Leave of two or more consecutive days; or
- b) absences on Personal/Carer's Leave of more than 4 days in a rolling 12 month period where a medical certificate has not been supplied.

6.4. DO I GET LONG SERVICE LEAVE?

Your Entitlement to Long Service Leave

- 6.4.1. Subject to clause 6.3.2 and 6.3.3, your entitlement to Long Service Leave will be in accordance with the Long Service Leave Act 1976 (Tas).
- 6.4.2. You will be entitled to pro-rata Long Service Leave if you have completed five years of continuous service and resign from your employment due to illness, incapacity or a domestic or other pressing necessity.
- 6.4.3. If you are terminated by reason of redundancy, you will be entitled to payment of pro-rated Long Service Leave if you have completed at least five years' continuous service.
- 6.4.4. You are to take Long Service Leave in parts of no less than one week duration, unless otherwise agreed.

6.5. DO I GET PARENTAL LEAVE?

Your Entitlement to Unpaid Parental Leave

- 6.5.1. If you have been employed by us for at least 12 months' continuous service, you are entitled to up to 52 weeks of Unpaid Parental Leave in accordance the Act.
- 6.5.2. An entitlement to Unpaid Parental Leave extends to Eligible Casual Employees.

Your entitlement to Paid Primary Carer Parental Leave

- 6.5.3. If you are the child's primary caregiver and you have at least 12 months' continuous service with us, you may be entitled to up to 16 weeks' Paid Primary Carer Parental Leave in accordance with the Vodafone Leave Policy, as varied from time to time. For the avoidance of doubt, the terms of Vodafone's Leave policy are not incorporated as terms of this Agreement.
- 6.5.4. This clause does not apply to Casual Employees.
- 6.5.5. Paid Primary Carer Parental Leave will be at your Base Rate of Pay.

Your entitlement to Paid Secondary Carer Parental Leave

- 6.5.6. If you are not the primary caregiver and you have at least 12 months' continuous service with us, you may be entitled to up to three weeks' of Paid Secondary Carer Parental Leave in accordance

with the Vodafone Leave Policy, as varied from time to time. For the avoidance of doubt, the terms of Vodafone's Leave policy are not incorporated as terms of this Agreement.

6.5.7. This clause does not apply to casual Employees.

6.5.8. Paid Secondary Carer Parental Leave will be at your Base Rate of Pay.

Your entitlement to Prenatal Leave

6.5.9. If you are pregnant or an expectant parent, you will be entitled to 22.8 hours of Prenatal Leave for the purpose of attending medical appointments related to the pregnancy. You may be required to produce evidence of the appointment and attendance.

6.5.10. This clause does not apply to casual employees.

6.5.11. Payment for Prenatal Leave will be made at your Base Rate of Pay.

Your return to work Parental Leave Benefit

6.5.12. The Parental Leave Benefit is a return to work benefit and applies only to full time Permanent Employees who are returning from a period of Primary Carer Parental Leave.

6.5.13. Full time Permanent Employees who were working in a full time capacity for six months prior to taking a period of at least six months Primary Carer Parental Leave (taking into account both paid and unpaid Primary Carer Parental Leave) are eligible to return to work for four days and be paid for five days for the first six months after returning from Primary Carer Parental Leave ("Eligible Employee").

6.5.14. To be eligible for this benefit, employees must:

- (a) Return to work within 12 months of the birth or adoption of their child;
- (b) The non-primary carer must be working full time (unless the Eligible Employee is a single parent);
- (c) Only one Vodafone employee is eligible for this benefit in relation to any one child;
- (d) Eligible Employees who cease working full time or resign within 6 months of receiving the benefit will be required to repay the benefit provided; and
- (e) Eligible Employees seeking to take up this benefit should contact their Human Resource representative to submit a Flexible Work Request at least eight weeks prior to returning to work.

6.6. DO I GET COMPASSIONATE LEAVE?

6.6.1. The entitlement to take Compassionate Leave extends to both Permanent and Casual Employees.

- 6.6.2. If you are a Permanent Employee, you are entitled to up to three (3) rostered days of paid compassionate leave for each occasion that a member of your Immediate Family or household contracts or develops a personal illness or injury that poses a serious threat to his or her life. Paid compassionate leave will also apply on the death of a member of your Immediate Family or household.
- 6.6.3. Payment for compassionate leave will be at your Base Rate of Pay.
- 6.6.4. If you are a Casual Employee, you will be entitled to two days of Unpaid Compassionate Leave for each occasion a member of your Immediate Family or household contracts or develops a personal illness or injury that poses a serious threat to his or her life or dies.
- 6.6.5. Employees may be asked to provide proof of such illness, injury or death to our satisfaction.
- 6.6.6. You may apply for an extension of a further 2 days paid compassionate leave or may apply to utilise other forms of leave (paid or unpaid), when interstate or international travel is required on the death or contraction of a life threatening illness by a member of your Immediate Family.

6.7. DO I GET SPECIAL LEAVE?

- 6.7.1 You may apply for two days paid special leave which can be used in the case of an unexpected life event that will have a significant impact on you, and is not covered by any other form of leave. Applications for special leave must be submitted to the Head of Hobart Contact Centre.

6.8. DO I GET COMMUNITY SERVICE LEAVE?

Jury Service

- 6.8.1. If you are required to attend Court on Jury Service on a day that you are rostered to work, you will be paid your Base Rate of Pay for hours you were rostered to work and reasonable travel time for a maximum of 10 days.
- 6.8.2. You shall notify Vodafone as soon as possible of the date upon which you are required to attend for Jury Service. Vodafone will then write to the Court informing them of your gross earnings lost as a result of attending Jury Service.
- 6.8.3. As Vodafone will continue to pay your wages for a maximum of 10 days, any monies paid to you by the Court for participation in Jury Service, during those 10 days, will need to be banked into Vodafone's bank account.
- 6.8.4. You will also be required to provide proof of attendance at Jury Service including the duration of such attendance and any payments received in respect of such attendance.

Voluntary Emergency Management Activity

- 6.8.5. If you engage in Voluntary Emergency Management Activity you will be entitled to community service leave in accordance with the Act.
- 6.8.6. You shall notify Vodafone as soon as practicable of your proposed absence and the expected duration of such absence. Vodafone may require you to provide satisfactory evidence of your involvement in Voluntary Emergency Management Activity.

6.9. DO I GET DOMESTIC VIOLENCE LEAVE?

- 6.9.1. Domestic Violence Leave is paid or unpaid leave to be used when an Employee experiences Family and domestic violence
- 6.9.2. All Permanent Employees will be entitled to 10 paid days of Domestic Violence Leave per annum.
- 6.9.3. All Casual Employees will be entitled to 5 days of unpaid Domestic Violence Leave per annum
- 6.9.4. To apply for Domestic Violence Leave you should speak to your manager, or if you are uncomfortable, your human resource representative. If your leave is approved, it will be processed to ensure it is not separately identifiable in the payroll system.
- 6.9.5. Further details of your Domestic Violence Leave entitlements can be found in Vodafone's Leave Policy. For the avoidance of doubt, the terms of Vodafone's Leave policy are not incorporated as terms of this Agreement.
- 6.9.6. You can apply for an extension of Domestic Violence Leave or additional forms of leave if the period of paid Domestic Violence Leave is insufficient. Any approval of additional leave will be at Vodafone's sole discretion.
- 6.9.7. Domestic Violence Leave will be paid at your Base Rate of Pay.
- 6.9.8. In order to provide support to an employee experiencing family violence and to provide a safe work environment to all employees, Vodafone will approve any reasonable request from an employee experiencing domestic violence for:
- changes to their span of hours or pattern or hours and/or shift patterns;
 - job redesign or changes to duties;
 - relocation to suitable employment within the organisation;
 - a change to their telephone number or email address to avoid harassing contact;

6.10. WHEN CAN I TAKE LEAVE WITHOUT PAY?

- 6.10.1. Leave without pay may be granted in special circumstances. Each request will be considered on merit and will be subject to your Operations Manager and a representative from Human Resources' approval. We reserve the right to refuse requests for leave without pay.
- 6.10.2. All requests for leave without pay should be submitted to your Team Leader with a statement confirming the reasons for request.
- 6.10.3. Any time taken as unpaid leave will not break your period of service with Vodafone but will not be counted toward your period of continuous service with Vodafone for the purposes of calculating other Employee entitlements.
- 6.10.4. For further information regarding purchased leave please refer to Vodafone's Leave Policy, as varied from time to time. For the avoidance of doubt, the terms of Vodafone's Leave Policy are not incorporated as terms of this Agreement.

6.11. WHEN CAN I PURCHASE LEAVE?

- 6.11.1. If you have at least 6 months' continuous service with us, you are eligible to apply to purchase leave of one to two weeks per year.
- 6.11.2. The cost of the purchased leave is deducted from your salary prior to commencing the leave.
- 6.11.3. For further information regarding purchased leave please refer to Vodafone's Leave Policy, as varied from time to time. For the avoidance of doubt, the terms of Vodafone's Leave Policy are not incorporated as terms of this Agreement.

6.12. WHEN CAN I PURCHASE CAREER BREAK LEAVE?

- 6.12.1. If you have at least 6 months' continuous service with us and have less than 20 days of accrued annual leave, you are eligible to apply to purchase career break leave of three months or six months.
- 6.12.2. Career break leave is purchased by deducting the cost of the leave over a period of three years.
- 6.12.3. You may purchase a career break once during your employment with us.
- 6.12.4. You must discuss your intention to take career break leave with your Team Leader prior to submitting your application. Your Team Leader's support is required before you are able to make an application for career break leave.
- 6.12.5. Granting of career break leave is subject to Vodafone's discretion.
- 6.12.6. For further information regarding purchased leave please refer to Vodafone's Leave Policy, as varied from time to time. For the avoidance of doubt, the terms of Vodafone's Leave Policy are not incorporated as terms of this Agreement.

6.13. WHAT MUST I DO IF I CAN'T COME TO WORK?

- 6.13.1. You are required to notify the absenteeism hotline in accordance with Vodafone's absenteeism policy as amended from time to time, unless otherwise instructed.
- 6.13.2. You may be required to justify any absence to the satisfaction of your Team Leader or Operations Manager.
- 6.13.3. If you fail to observe the requirements of this clause, there may be consequences, which may include any disciplinary action up to and including termination of your employment.

7. CHANGE IN WORKING ARRANGEMENTS

7.1. FLEXIBLE WORKING ARRANGEMENTS

- 7.1.1. If you are a Permanent Employee and have at least 12 months continuous service or you are an Eligible Casual Employee and would like to change your working arrangements because you:
 - (a) are a 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 (Cth));
 - (c) have a disability;
 - (d) are 55 or older;
 - (e) are experiencing violence from a member of the Employee's family;
 - (f) provide care or support to a member of their Immediate Family, or a member of their household, who requires care or support because the member is experiencing violence from the member's family,

may request Vodafone to change your working arrangements relating to the circumstances referred to at (a) – (f) above.

- 7.1.2. To avoid doubt, and without limiting clause 7.1.1 above, if you have at least 12 months continuous service and you are:
 - (a) a parent, or you have responsibility for the care of a child; and
 - (b) returning to work after taking leave in relation to birth or adoption of the child,

may request to work part time to assist them to care for the child.

- 7.1.3. The request must be in writing and must set out details of the change sought and the reasons for the change.
- 7.1.4. Vodafone must give you a written response to the request within 21 days, stating whether Vodafone grants or refuses the request. Vodafone may refuse the request only on reasonable business grounds, including, but not limited to:

- (a) the new working arrangements requested would be too costly for Vodafone;
- (b) there is no capacity to change the working arrangements of other Employees to accommodate the new working arrangements requested;
- (c) it would be impractical to change the working arrangements of other Employees, or recruit new Employees, to accommodate the new working arrangements requested;
- (d) the new working arrangements you requested would be likely to result in significant loss in efficiency or productivity; and
- (e) the new working arrangements you requested would be likely to have a significant negative impact on customer service.

If Vodafone refuses the request, the written response must include details of the reasons for the refusal.

7.2. WHAT IF VODAFONE READY DOESN'T SUIT THE WAY WE WANT TO WORK TOGETHER?

7.2.1. If you require some flexibility in the way you work under Vodafone Ready, you may be eligible to enter into a Vodafone Ready flexibility agreement.

7.2.2. You and Vodafone may agree to make a Vodafone Ready flexibility agreement to deal with one or more of the following matters:

- (a) arrangements about when work is performed
- (b) payment, including overtime and/or penalties and loadings, relating to when or how much work is performed in a given week; and
- (c) the agreement meets the genuine needs of both yourself and Vodafone in relation to one of the above matters; and
- (d) the agreement is genuinely agreed between us.

7.2.3. We will ensure that the terms of the Vodafone Ready flexibility agreement:

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

7.2.4. Your Vodafone Ready flexibility agreement will:

- (a) need to be in writing; and
- (b) include your name and Vodafone's name; and
- (c) be signed by you and us (and if you are under 18 years of age, your parent or guardian); and
- (d) include details of:

- the terms of Vodafone Ready that are affected by the arrangement;
 - how the arrangement will vary the effect of those terms;
 - how you will be better off overall in relation to the terms and conditions of your employment as a result of the arrangement; and
- (e) state the day on which the arrangement commences.
- 7.2.5. Any Vodafone Ready flexibility agreement made under this clause does not require the approval or consent of another person (except for your parent or guardian if you are under 18 years of age).
- 7.2.6. We will give you a copy of the Vodafone Ready flexibility agreement within 14 days after it is agreed.
- 7.2.7. Either you or Vodafone may terminate the Vodafone Ready flexibility agreement either by giving not more than 28 days' notice to the other party, or earlier if we both agree.

8. MY OTHER CONDITIONS AND BENEFITS

8.1 WHAT OTHER BENEFITS DO I HAVE?

8.1.1 As a Vodafone Employee, you will also be entitled to additional benefits set out as follows:

Corporate Health Insurance

8.1.2 You are eligible for discounted corporate health insurance premiums through Vodafone's preferred Health Insurance supplier.

Access to Retail Discounts

8.1.3 Vodafone offers a range of discounted products and services to our Employees. Please refer to the Vodafone Intranet for further details.

Volunteer Leave

8.1.4 You are entitled to one day's paid charity leave per calendar year, subject to the approval of Operations Manager. You can use this day to participate in volunteer work with charitable organisations. If you are a Part Time Employee, one day's paid leave will be pro-rated based on your part time hours. Please refer to the Vodafone Leave Policy for more details.

My myMobile Benefit

8.1.5 The MyMobile benefit only applies to Permanent Employees.

8.1.6 While you remain in Vodafone's employment, Permanent Employees are entitled to a myMobile service. This service is exclusive of a handset.

8.1.7 Your myMobile service will be regularly varied as per myMobile policy

8.1.8 Usage of your myMobile service is subject to the myMobile policy, as varied from time to time.

8.2 BENEFITS TO ASSIST MY DEVELOPMENT

Commitment to Training and Careers

- 8.2.1 We are committed to recognising the knowledge, skills and competencies of our Employees and to the continuous development of your knowledge, skills and competencies, which contribute to team and organisational success.
- 8.2.2 When a training programme or qualification is deemed by us or relevant legislation to be compulsory, then we will provide this training to you in paid time.

Skill and Capability Development

- 8.2.3 We offer a range of industry leading training programs to support your professional career development. These programs are focussed on developing your skills in areas such as sales, coaching and leadership. We also offer courses in key business skills including presentation skills, negotiation and time management.
- 8.2.4 To support the development of your skills and career aspirations, you will also be eligible to apply for the "V Experience" program. This program offers a select number of high performing individuals the opportunity to work for a paid period of time at the Vodafone office in Sydney. If your application to participate in the "V Experience" program is successful, we will also arrange your flights and accommodation.

Study Support

- 8.2.5 Reimbursement of study expenses and the provision of study leave are available for the purpose of completing a course of study approved by us. The reimbursement of your expenses is subject to our approval and you having completed 12 months' continuous service with us.
- 8.2.6 To encourage and support you in your development, Employees are entitled to apply for:
- (a) Reimbursement of up to 80% of the cost of tuition fees and compulsory texts to a maximum of \$4,000 per calendar year for undertaking study for career development. This is conditional upon you passing the subject or module that you are claiming the cost of and the production of original receipts.
- 8.2.7 Our decision regarding approving your course of study will be based on the relevance of your chosen course of study to your current role or your future career development.
- 8.2.8 If you fail to complete your course of study or resign partway through your course of study or within 12 months of having completed your course of study, you agree to repay to Vodafone 50% of all payments made to you in relation to study support.
- 8.2.9 This clause 8.2 is subject to the provisions of our Professional Development Policy as varied from time to time.

Study Leave

8.2.10 If you are a Permanent Employee who is undertaking a course of study which is approved by us, you are entitled to up to five days study leave per year in accordance with our leave policy. For the avoidance of doubt, the terms of Vodafone's Leave Policy are not incorporated as terms of this Agreement.

8.3 GENERAL APPROACH TO ADDITIONAL BENEFITS

8.3.1 If you would like more information about these Additional Benefits please refer to the Intranet or contact your HR Manager.

8.3.2 The value of the Additional Benefits will not be taken into account for the purposes of calculating leave entitlements, incentive or termination payments.

8.3.3 We may in our discretion choose to vary, discontinue or replace any of the Additional Benefits.

8.4 WHAT HAPPENS IF I GET INJURED OR HAVE AN ACCIDENT AT WORK?

8.4.1 We have Workers' Compensation cover in all states in which we operate. Any accidents which occur on our premises or anywhere in the course of performing work related duties must be reported as soon as practicable, via the online incident reporting tool.

8.5 MEDICAL EXAMINATIONS

8.5.1 Vodafone may request that you undergo a medical examination at Vodafone's expense or provide information from a medical practitioner when requested, if Vodafone reasonably considers that you are unable to carry out your duties in a safe manner. Employees may consent to the provision of a medical report to Vodafone in relation to any such medical examination requested by Vodafone and this consent cannot be unreasonably withheld.

8.6 HOW CAN VODAFONE HELP ME IN TIMES OF DIFFICULTY?

8.6.1 To support you during difficult times, we will provide you with access to an Employee Assistance Program which is free, voluntary and confidential.

8.6.2 Through access to qualified counsellors, you and your Immediate Family have the opportunity to address problems relating to personal, family and work issues that are affecting you and to find ways of resolving them. Please see the Vodafone Intranet for contact details.

8.7 STAFF REPRESENTATION

8.7.1 The role of any union with appropriate coverage such as the CPSU and ASU will be respected and facilitated in accordance with the Act.

8.7.2 Vodafone acknowledges the rights of staff and their representatives under the Act and will consider access to leave for the undertaking of professional development relating to staff representation, upon request and will be granted unless there are reasonable business grounds.

8.7.3 Employees appointed as a union delegate will have access to a pool of fifteen (15) paid days over the life of this Agreement to attend training programs or seminars for the purpose of assisting them to undertake their role. This would include but is not limited to, dispute resolution, negotiation skills, advocacy and representation.

8.8 ANTI DISCRIMINATION

8.8.1 We are committed to creating a workplace environment free from discrimination on the basis of sex, relationship status, pregnancy, parental status, breastfeeding, age, race, impairment, religious belief or religious activity, political belief or activity, trade union activity, lawful sexual activity, gender identity, sexuality, family responsibilities, association with, or relation to, a person identified on the basis of any of the above attributes.

8.8.2 Any dispute concerning discrimination and workplace harassment should be progressed initially under Vodafone Ready Resolving Disputes Procedure in clause 2.8 above.

8.8.3 Accordingly, in fulfilling the requirements of the relevant anti-discrimination legislation, everyone at Vodafone must ensure wherever possible that Vodafone Ready is not directly or indirectly discriminatory in its application

9. LEAVING VODAFONE

9.1 WHAT HAPPENS WHEN I LEAVE VODAFONE?

Termination

9.1.1. This section only applies to Permanent Employees.

9.1.2. Either you or we can terminate your employment by giving the following notice:

Period of Continuous Service	Period of Notice
Less than 1 year	1 week
1 year and less than 3 years	2 weeks
3 years and less than 5 years	3 weeks
5 years and over	4 weeks

9.1.3. If you do not provide us with the minimum notice required, we may withhold from your termination payment an amount equal to the notice period which was not given.

9.1.4. If you are over 45 years of age and have completed at least two years of continuous service with the Company at the date of termination, you will be entitled to one week's additional notice if you are terminated by the Company.

- 9.1.5. You agree that we may, at our discretion, pay you your salary in lieu of any notice period. Payment in lieu of notice will consist of the amount you would expect to have received for ordinary hours under your roster, including allowances, loadings and penalty rates. However, you will not be entitled to any additional payment in respect of annual leave that would otherwise have accrued during your notice period.
- 9.1.6. If either party gives notice of termination to the other in accordance with clause 3.2.2 or clause 9.1.2, Vodafone may, during all or part of the notice period:
- (a) direct you to perform your usual or –similar duties, at your usual Base Rate of Pay and/or
 - (b) direct you to remain away from Vodafone's premises and not perform any duties and/or contact any of Vodafone's clients or suppliers. You are also not to discuss any matter relating to your employment with Vodafone employees. In this instance, you will remain an employee of Vodafone and continue to be bound by the terms of this Agreement and your contract or employment.

Summary Dismissal

- 9.1.7. This section applies to both Permanent and Casual Employees.
- 9.1.8. Depending on the seriousness of the breach, we can terminate your employment without notice, or payment in lieu of notice, if you commit any act that could warrant summary dismissal, or if you are guilty of gross negligence or serious misconduct, including but not limited to in circumstances outlined below:
- disclosure of confidential information outside of Vodafone;
 - engaging in bullying, harassing or discriminating behaviour;
 - theft of our property;
 - wilful or neglectful conduct resulting in damage to our property;
 - possession of illegal goods or property;
 - being convicted of, or pleading guilty to an allegation of, any criminal offence that is inconsistent with the continuation of employment;
 - intoxicated at work or under the influence of drugs;
 - fighting or violent behaviour in the workplace;
 - making accounts adjustments without authority or adherence to business rules. 'Accounts adjustments' means unauthorised adjusting of customers' accounts or records including by way of crediting, refunding, transferring or waiving any amounts (including costs or fees) without approval from management and adherence to business rules, whether or not for personal financial gain;
 - Accessing and / or using personal information of customers or fellow Employees without authority or adherence to business rules, whether or not for personal or financial gain.
 - receiving an unlawful personal gain;

- engaging in fraudulent sales practices;
- falsification, fraud or omission of information from resume or job application; or
- falsifying or attempting to influence another Employee to falsify workplace records.

Stand Down and Suspension

- 9.1.9. Vodafone may stand you down without pay where you cannot be usefully employed due to a strike, or breakdown of machinery, or stoppage of work for any cause where Vodafone cannot reasonably be held responsible.
- 9.1.10. Vodafone may suspend your employment at any time with pay if you commit a breach of the terms and conditions of this Agreement or Vodafone has reasonable grounds for suspecting that such a breach has occurred, and in either case to enable Vodafone time to investigate and consider what further action will be taken with respect to you on account of such breach or suspected breach.
- 9.1.11. For the avoidance of doubt, your continuity of service will not be broken by a period of stand down or suspension under this clause.

Return of Company Property

- 9.1.12. On termination of your employment, you are required to return all Vodafone property to your Team Leader or Operations Manager. This may include, but is not limited to:
- SIM cards and phones;
 - security access cards; and
 - any material and information belonging to us.

Monies Owing on Termination

- 9.1.13. When notice of termination has been given by you or your service has been terminated by us, payment of all wages and other monies due will be made in the next scheduled pay run following your termination date, or at a mutually agreed time.
- 9.1.14. Monies owing to us which are outstanding from your employment with us may also be deducted on termination, including but not limited to any outstanding loans, advances, or overpayment of any wage or entitlement.

9.2. WHAT HAPPENS IF I AM MADE REDUNDANT?

- 9.2.1. This clause only applies to Permanent Employees.
- 9.2.2. If you have been terminated by reason of redundancy, in addition to the notice prescribed in clause 9.1, you will be entitled to the following amounts of severance pay in respect of your continuous period of service:

Period of Continuous Service	Severance Pay – Under 45 Years of Age	Severance pay – aged 45 years or over
Less than 1 year	3 weeks' pay	3 weeks' pay
1 year and less than 2 years	5 weeks' pay	5 weeks' pay
2 years and less than 3 years	7 weeks' pay	8.75 weeks' pay
3 years and less than 4 years	10 weeks' pay	12.75 weeks' pay
4 years and less than 5 years	12 weeks' pay	15 weeks' pay
5 years and less than 6 years	14 weeks' pay	17.5 weeks' pay
6 years and over	16 weeks' pay	20 weeks' pay

9.2.3. In addition to the above, if you have a period of continuous service of 10 years or more and you have been terminated by reason of forced redundancy, Vodafone will pay an additional \$5,000 gross ex gratia payment in recognition of your service.

9.2.4. In the case of a forced redundancy, if you are eligible for a service award within 60 days of your last date of employment, this service award will be paid to you on termination.

Voluntary Redundancy

9.2.5. Vodafone may call for an expression of interest for voluntary redundancy as a measure to avoid forced redundancies. Such a call may be open to all of the contact centre or identified groups, at a period nominated by Vodafone.

9.2.6. All expressions of interest will be treated in the strictest of confidence and can be withdrawn at any time before the closing date. All expressions of interest for voluntary redundancy will be considered, however Vodafone reserves the right not to accept some or all expressions of interest.

Further steps to minimise forced redundancy

9.2.7. Vodafone will endeavour to minimise forced redundancies by:

- identifying the skills the business will need in the future and providing training and development for career pathways; and
- early identification of job types at risk of redundancy and to offer training and development for job moves within the business

- identifying training and development needs of employees to move within the business, if relevant.

Alternative Employment

- 9.2.8. Vodafone will also ensure all suitable opportunities for alternative employment in other states of Australia are communicated and in the event that an Employee is successful in obtaining an alternative role, they will be eligible for support as outlined in the Vodafone Mobility Policy.
- 9.2.9. For the avoidance of doubt, the terms of the Vodafone Mobility Policy are not incorporated as terms of this Agreement.
- 9.2.10. Subject to the relevant provisions of the Act, if we obtain suitable alternative employment for you, you will may not be entitled to receive any severance pay.

Transmission of Business

- 9.2.11. If Vodafone or part of its business is sold, transferred or merged with another company, and your employment with us concludes as a result of the transfer, you are not entitled to a redundancy payment if:
- the new company offers to employ you on terms and conditions which are at least as favourable as those you received with us; and
 - the new company agrees to treat your service with us as though it were service with the new company.

Career transition

- 9.2.12. If you are being made redundant, during the notice period you will be allowed up to 7.6 hours leave (or pro rata for Part Time Employees) without loss of pay during each week of the notice period for the purpose of seeking other employment ("Job Search Leave").
- 9.2.13. Access to career transition support will also be provided.

If you leave During Notice Period

- 9.2.14. If you are being made redundant, you may choose to terminate your employment before the notice period concludes. If you do so, you will be entitled to the same benefits and payments under this clause as if you had remained with us until the expiry of the notice period, except that you will not be entitled to payment for the period of the notice which you did not work.
- 9.2.15. If you terminate your employment during the notice period, your effective date of termination will be the last day that you attended work.

If you are transferred to Lower Paid Duties

9.2.16. If you accept a transfer to lower paid duties because your position has been made redundant, you will be entitled to the same period of notice of the date of work in the new position as if your employment had been terminated. We may at our option make payment in lieu of an amount equal to the difference between the former ordinary time rate of pay and the new lower ordinary time rate for the number of weeks of notice still owing.

9.2.17. This clause (What happens if I am made redundant?) will not apply where employment is terminated as a consequence of conduct that justifies summary dismissal.

9.3 ABANDONMENT OF EMPLOYMENT

9.3.1 You are responsible for advising us if you are unable to work and for ensuring that your contact details are up to date.

9.3.2 If you fail to follow the correct procedures and you are absent for three consecutive shifts without our consent and without notification to your Team Leader, we may consider that you have abandoned your employment. Consideration will be given to evidence that you were unable to make contact.

9.3.3 Nothing in this clause will prevent us from terminating you due to any unauthorised absence and failure to notify of inability to attend work.

10. VODAFONE'S EXPECTATIONS

10.1 OUTSIDE EMPLOYMENT AND OTHER ACTIVITIES

10.3.1 Unless you have obtained our written consent, you must not during your employment with us be directly or indirectly involved in any work with or for any person, firm or company, which is engaged in business that is in competition with us.

10.2 SURVEILLANCE AND SECURITY

10.2.1 Your use of our computers and network, including use of email and the internet, is monitored and reviewed on an ongoing and continuous basis. Details about this surveillance and appropriate usage of our computers and network are contained in our Vodafone Way We Do Business Policy, which is available on the Vodafone Intranet.

10.2.2 Our retail shops, Contact Centres, corporate sites and offices are under continuous monitoring through the use of video camera surveillance.

11. RESERVED MATTERS

11.1 Vodafone's employee committee

- 11.1.1 Vodafone recognises the importance of receiving feedback from its Employees on matters as they relate to their employment and enjoyment of work.
- 11.1.2 In order to facilitate this feedback, Vodafone will endeavour, during the nominal period of this Agreement, to develop an employee committee.
- 11.1.3 The purposes of the employee committee will be to gather feedback from employees and meet with Vodafone representatives to discuss this feedback.
- 11.1.4 The employee committee and Vodafone will then work together and aim to find and implement agreed practical solutions to any feedback provided.
- 11.1.5 Vodafone and the employee committee will meet as soon as practicable after the appointment of the committee members to establish terms of reference for the employee committee.

12 SIGNATURES

Signed for and on behalf of VODAFONE HUTCHISON AUSTRALIA PTY LTD trading as VODAFONE

ABN:

Signature



Full Name GREER HARRISON SPENCE

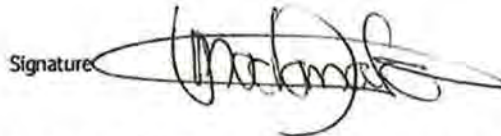
Position HEAD OF EMPLOYEE RELATIONS

Business Address 177 PACIFIC HWY NORTH SYDNEY

Date 30 AUGUST 2018

Signed for an on behalf of the Employees:

Signature



Full Name CAROL MACDONALD

Position SERVICE MANAGER.

Business Address 40 BATHURST ST, HOBART

Date 22.08.2018

Signed for an on behalf of The Community and Public Sector Union Tasmania

ABN:

Signature *M. Northam*

Full Name *Madeline Northam*

Position *CPSU Regional Secretary - Tasmania*

Business Address *23,115 Collins St, Hobart*

Date *3/9/2018*

Signed for an on behalf of the Australian Services Union Victorian and Tasmanian Authorities and Services Branch

ABN:

Signature

Full Name

Position

Business Address

Date

APPENDIX 1 MY CLASSIFICATION

PART 1 ADVISOR

1.1 Advisor

An Advisor will resolve inbound and/or outbound customer enquiries and provide information regarding Vodafone products and services, via various contact methods. Wherever possible, Advisors will resolve the customer query in one contact and promote additional Vodafone products and services based on the individual customer's need.

Duties

- Resolve customer inquiries on the first contact through high level analytical problem solving, decision-making and judgement, and effective communication in accordance with Vodafone Policy and Procedure;
- Identify when more qualified Vodafone staff (such as relevant support teams or Team Leaders) need to be involved with a customer situation to resolve the customer's needs and requirements and involving them according to established escalation guidelines;
- Identify customer needs and promote relevant Vodafone products and services to customers to meet those needs;
- Provide a high level of quality and accuracy in handling customer enquiries including maintaining accurate and concise notes of customer contacts in the relevant Vodafone Customer Management Systems;
- Use appropriate Vodafone systems and support tools in providing consistent customer solutions and experience;
- Achieve individual targets in line with KPI requirements;
- Actively participate in continuous business improvement by suggesting changes which will enhance the customer experience;
- Actively participate in customer service and Personal Development programs to build confidence, knowledge and skills to effectively manage customer interactions;
- Work in a safe manner and adhere to Vodafone policy and procedures in relation to workplace safety;
- Work in accordance to the Vodafone Values.

PART 2 SPECIALIST

A Specialist role is either a role for someone who is cross-skilled in multiple roles across the company and has therefore accumulated multiple skillsets, combined experience and IP (i.e. Subject Matter Expert); or a role that cannot be trained via BAU skillsets within the company, and advanced training is required specifically for that role only. Specialist roles are located within specialist teams as decided by Vodafone

Duties

- Drawing on a complex body of knowledge to solve specific and mostly complex problems on the first contact through high level analytical problem solving, decision-making and judgement, and effective communication in accordance with Vodafone Policy and Procedures,
- Identify customer needs and promote relevant Vodafone products and services to customers to meet those needs;
- Provide a very high level of quality and accuracy in handling complex customer enquiries including maintaining accurate and concise notes of customer contacts in the relevant Vodafone Customer Management Systems;
- Use appropriate Vodafone systems and support tools in providing consistent customer solutions and experience;
- Achieve individual targets in line with KPI requirements;
- Actively participate in continuous business improvement by suggesting changes which will enhance the customer experience;

- Actively participate in customer service and Personal Development programs to build confidence, knowledge and skills to effectively manage customer interactions;
- Work in a safe manner and adhere to Vodafone policy and procedures in relation to workplace safety;
- Work in accordance to the Vodafone Values.

PART 3 ASSISTANT TEAM LEADER

Assistant Team Leaders are accountable for supporting the coaching, leading and motivating a team of Agents to achieve superior customer outcomes in alignment with our Customer Principles. Assistant Team Leaders, working closely with Team Leaders, help to co-ordinate activities in line with departmental targets and performance levels whilst continually looking for potential improvements to departmental processes.

Assistant Team Leaders are to help promote a team spirit where each team member is willing to assist the other to achieve their individual best and team goals.

Duties

- Resolve customer inquiries on the first contact through high level analytical problem solving, decision-making and judgement, and effective communication in accordance with Vodafone Policy and Procedure;
- Identify customer needs and promote relevant Vodafone products and services to customers to meet those needs;
- Provide a high level of quality and accuracy in handling customer enquiries including maintaining accurate and concise notes of customer contacts in the relevant Vodafone Customer Management Systems;
- Supporting the team to deliver excellence in standards of customer contact ensuring the achievement of KPIs and Customer Service & Experience Targets including Sales and Lead generation as required;
- Supporting the Team Leader to manage the Human Resource aspects of your team members including the provision of support, counselling, guidance and advice, performance reviews, and ensuring all team members adhere to Vodafone policies and procedures;
- Be a point of escalation in the handling of customer queries and complaints to the point of resolution;
- Maintain an up to date personal and team knowledge of VHA products and services;
- Support the real time activity and advisor productivity within the Contact Centre;
- Participate in the preparation and implementation of operational plans;
- Understand and interpret organisational and departmental strategy requirements, and work with appropriate groups to develop workable solutions that impact on both customer and Employee satisfaction;
- Adhere to the current Leadership Standards.

PART 5 TEAM LEADER

3.1 Team Leader

Team Leaders are accountable for coaching, leading and motivating a team of Agents to achieve First Contact Resolution in alignment with our Customer Principles. Team Leaders co-ordinate activities in line with departmental targets and performance levels whilst continually looking for potential improvements to departmental processes.

The Team Leader role has a high degree of autonomy, with authority to make decisions in relation to specific customer contact matters.

Team Leaders promote a team spirit where each team member is willing to assist the other to achieve their individual best and team goals.

Duties

- Delivering excellent standards of customer contact ensuring the achievement of KPIs and Customer Service & Experience Targets including Sales and Lead generation as required;

- Manage the Human Resource aspects of your team members including the provision of support, counselling, guidance and advice, performance reviews, and ensuring all team members adhere to Vodafone policies and procedures;
- Be a point of escalation in the handling of customer queries and complaints to the point of resolution;
- Maintain an up to date personal and team knowledge of VHA products and services;
- Be responsible for the real time activity and agent productivity within the Contact Centre;
- Participate in the preparation and implementation of operational plans;
- Understand and interpret organisational and departmental strategy requirements, and work with appropriate groups to develop workable solutions that impact on both customer and Employee satisfaction;
- Adhere to the current Leadership Standards.

PART 4 SUPPORT STREAM

The Support Stream is comprised of support roles that assist the Service and Sales Streams to deliver Client outcomes.

4.1 IT Support Specialist

IT Support Specialists provide advice on systems, applications, and technical matters to the Hobart Contact Centre Team.

Duties

- To drive rectification and communication of escalated application and system issues via the Kiti Tool and to provide advice, workarounds and solutions on functionality and usage issues; To strive for delivery of high performance and operability throughout the Customer Service portfolio of applications, systems and desktop platforms;
- To conduct proactive and reactive reportable analysis on the Hobart Contact Centre network, system and application performance and availability to identify gaps to help drive effective outcomes that meet organisational needs and to reduce support agency gaps;
- To manage the creation of system / application logins for all new Hobart Contact staff and handle escalations for existing staff login issues;
- Provide operational advice and end user insight for current and future releases of systems to ensure they are effectively deployed and suitable for task within Customer Operations and to provide a local IT support model for BSS IT, UAM and ASG and NSN;
- Provide a 24/7 on call roster for Sev 1 & 2 Incident Management Support to Hobart Contact Centre and to assist Mumbai as required;
- Approve Change Requests on behalf of the Hobart Contact Centre and advise core business units of any impacts to their areas;
- Provide operational technical support and act as a conduit for Service Owners to improve the customer experience to meet strategic goals;
- Effectively manage the creation of logins for all Hobart Contact Centre staff, and escalate login issues for existing staff;
- Contribute to the ongoing development and improvement of technical solutions;
- Represent the business in an analytical and informed manner and offer advice and solutions for new deliverables;
- Identify and provide recommendations and technical solutions to management for staff training needs across all channels.

Schedule 2.3—Model consultation term

(regulation 2.09)

Model consultation term

- (1) This term applies if the employer:
 - (a) has made a definite decision to introduce a major change to production, program, organisation, structure or technology in relation to its enterprise that is likely to have a significant effect on the employees; or
 - (b) proposes to introduce a change to the regular roster or ordinary hours of work of employees.

Major change

- (2) For a major change referred to in paragraph (1)(a):
 - (a) the employer must notify the relevant employees of the decision to introduce the major change; and
 - (b) subclauses (3) to (9) apply.
- (3) The relevant employees may appoint a representative for the purposes of the procedures in this term.
- (4) If:
 - (a) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
 - (b) the employee or employees advise the employer of the identity of the representative;the employer must recognise the representative.
- (5) As soon as practicable after making its decision, the employer must:
 - (a) discuss with the relevant employees:
 - (i) the introduction of the change; and
 - (ii) the effect the change is likely to have on the employees; and
 - (iii) measures the employer is taking to avert or mitigate the adverse effect of the change on the employees; and

- (b) for the purposes of the discussion—provide, in writing, to the relevant employees:
 - (i) all relevant information about the change including the nature of the change proposed; and
 - (ii) information about the expected effects of the change on the employees; and
 - (iii) any other matters likely to affect the employees.
- (6) However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.
- (7) The employer must give prompt and genuine consideration to matters raised about the major change by the relevant employees.
- (8) If a term in this agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the employer, the requirements set out in paragraph (2)(a) and subclauses (3) and (5) are taken not to apply.
- (9) In this term, a major change is ***likely to have a significant effect on employees*** if it results in:
 - (a) the termination of the employment of employees; or
 - (b) major change to the composition, operation or size of the employer's workforce or to the skills required of employees; or
 - (c) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
 - (d) the alteration of hours of work; or
 - (e) the need to retrain employees; or
 - (f) the need to relocate employees to another workplace; or
 - (g) the restructuring of jobs.

Change to regular roster or ordinary hours of work

- (10) For a change referred to in paragraph (1)(b):
 - (a) the employer must notify the relevant employees of the proposed change; and
 - (b) subclauses (11) to (15) apply.
- (11) The relevant employees may appoint a representative for the purposes of the procedures in this term.

- (12) If:
- (a) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
 - (b) the employee or employees advise the employer of the identity of the representative;
- the employer must recognise the representative.
- (13) As soon as practicable after proposing to introduce the change, the employer must:
- (a) discuss with the relevant employees the introduction of the change; and
 - (b) for the purposes of the discussion—provide to the relevant employees:
 - (i) all relevant information about the change, including the nature of the change; and
 - (ii) information about what the employer reasonably believes will be the effects of the change on the employees; and
 - (iii) information about any other matters that the employer reasonably believes are likely to affect the employees; and
 - (c) invite the relevant employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).
- (14) However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.
- (15) The employer must give prompt and genuine consideration to matters raised about the change by the relevant employees.
- (16) In this term:
- relevant employees* means the employees who may be affected by a change referred to in subclause (1).

Dear Commissioner Lee

Vodafone Ready Enterprise Agreement 2018 (AG2018/4904)

Undertaking (s.190 of the *Fair Work Act 2009*)

I, Greer Spence, Head of Employee Relations for Vodafone Hutchison Australia Pty Ltd give the following undertakings with respect of the *Vodafone Ready Enterprise Agreement 2018 (Agreement)*:

1. I have the authority given to me by Vodafone Hutchison Australia Pty Ltd to provide these undertakings in relation to the application before the Fair Work Commission.
2. Vodafone undertakes that it will apply the Agreement in a manner that is consistent with the National Employment Standards and applicable laws in place from time to time.
3. Clause 5.6.8 of the Agreement is to be deleted and replaced with the following:

<i>If you are</i>	<i>And you have</i>	<i>Then you get</i>
<i>...not required to work on a Public Holiday</i>	<i>...worked the day of the week that the public holiday falls on at least once in the 2 weeks prior (or would have done so had you not been on a period of leave) or you have not been employed with Vodafone for a full 2 weeks</i>	<i>...the day off with payment at your ordinary rate of pay for hours that you would have otherwise worked or your average daily hours in the roster period if you have been employed with Vodafone for less than 2 full weeks</i>
<i>...not required to work on a Public Holiday</i>	<i>... not worked the day of the week the public holiday falls in the prior 2 weeks</i>	<i>...no additional benefit. You will work a normal week as per your roster.</i>
<i>If you are</i>	<i>And you are</i>	<i>Then you get</i>
<i>...required to work a public holiday</i>	<i>...working your ordinary shift length for that day</i>	<i>...payment for hours that you work on that day at 150% of your Base Rate of Pay</i>

4. The definition of “Base Rate of Pay” in the Agreement is to be deleted and replaced with the following:

‘Base Rate of Pay’ means:

- (a) *For Permanent Employees, the applicable Monday – Friday salaries as set out in clause 4.2.2 divided by 38 divided by 52.*
- (b) *For Casual Employees, the applicable Monday-Friday rate as set out in clause 4.2.4.*

5. The definition of “Shift Worker” in the Agreement is to be deleted and replaced with the following:

'Shift Worker' for the purposes of the NES and this Agreement, is an Employee who is required to have availability to be rostered outside of Day Worker hours on any day of the week, Monday to Sunday inclusive of public holidays.

6. Clause 4.2.4 of the Agreement is to be deleted and replaced with the following:

Casual Employees

4.2.4 If you are a Casual Employee, you will be paid the appropriate rate in accordance with the table below (plus applicable loadings and overtime) or if no rate is specified for your classification, you will be paid a 25% loading in addition to the Base Rate of Pay for a Permanent Employee employed in your classification on Monday-Friday (plus applicable loadings and overtime).

<i>Role</i>	<i>Monday – Friday Hourly Rate of Pay</i>
<i>Sales and Service</i>	
<i>Advisor</i>	<i>\$31.55</i>

Signature:



Greer Spence

Date: 10 January 2019