

**VODAFONE  
Pty Ltd**

**Collective Workplace Agreement 2008**

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# 1. Collective Workplace Agreement

This is an Agreement made between Vodafone PTY LTD, A.B.N. 76 062 954 554 (**Vodafone**) and the Full Time and Part Time employees described in Annexure A for work performed at Vodafone's Kingston site situated at 50 Huntingfield Avenue, Kingston, TAS 7050 (**the Site**). Vodafone reserves the right to transfer or relocate your employment under the Agreement within the Vodafone Pacific Limited group of companies within the Hobart metropolitan area.

This Agreement replaces and excludes any other industrial instrument, transitional industrial instrument, State long service leave laws, Protected Award Conditions, Preserved Award Entitlements which would otherwise relate to your employment unless provided for in this Agreement. The benefits offered as part of this Agreement must be read in conjunction with the Australian Fair Pay and Conditions Standard (**the Standard**).

## 1.1 Scope

This Agreement applies to all Full Time and Part Time employees of Vodafone employed at the Site in the classifications set out in Annexure A. You will be expected to perform duties incidental to those detailed in Annexure A for your classification.

Vodafone wishes to encourage your career progression and where possible will provide the necessary level of training and guidance to assist you in such career progression. Movement between positions and roles, including promotion, will be in accordance with Annexure A and at the discretion of Vodafone.

This Agreement contains the terms and conditions for a Full Time Employee. If you are a Part Time employee this Agreement should be read with reference to Clause 11.

## 1.2 Duration of Agreement

This Agreement shall commence from the day upon which it is lodged with the Workplace Authority and shall continue in force for a period of four (4) years (**the Term**).

During the Term, the Agreement will continue to apply if you are appointed or promoted to any position within the Contact Centre Operations classifications contained in Annexure A. Your remuneration may be reviewed in accordance with your change in position.

After the expiry of the Term, the Agreement will continue to be binding on the parties unless it is replaced by a new agreement or is terminated in accordance with the *Workplace Relations Act 1996* (Cth) (**the Act**) as amended.

## 1.3 Probationary Period

If you are a new employee, the first three (3) months of your employment will be a probationary period (**the Probationary Period**). This period is designed to give you the opportunity to assess whether you wish to work for Vodafone, and to give Vodafone the opportunity to assess whether you are suitable to the role and the Company. During the Probationary Period, either party may terminate the employment by providing one week's notice or, in the case of Vodafone, by paying one week's base salary in lieu of notice. This clause will not affect your six month qualifying period of employment for the purposes of Part 12, Division 4 Subdivision B of the Act.

## 2. What You Get Paid

### 2.1 Rates of Pay

- a) The minimum and maximum Base Salary for each classification in this Agreement are set out in Annexure A. If you move to a different classification under the Agreement, you will be paid no less than the minimum amount set out in Annexure A. Subject to other provisions in this Agreement, your remuneration may be made up of the following:
- b) Base Salary;
- c) Company provided superannuation contributions; and
- d) Any other benefits made available under this Agreement.

No loadings, allowances, penalty rates or benefits will be paid other than as provided by this Agreement.

Vodafone may establish various plans from time to time to allow eligible employees to sacrifice a proportion of their Base Salary.

You may agree to sacrifice a portion of your Base Salary in accordance with the terms and conditions of the salary sacrifice arrangements made available.

Where such a choice is made and confirmed in writing, your Base Salary will be adjusted to reflect the portion of the salary sacrificed ("**the Adjusted Salary**").

The **Adjusted Salary** will be applied for calculating the payment of all leave entitlements during your employment.

The **Base Salary** will be applied for the purpose of calculating the following:

- a) termination payments;
- b) redundancy and severance benefits; and
- c) annual leave and long service leave payments on termination of employment.

### 2.2 Salary Increases and Review

You will be entitled to a **minimum** Base Salary increase of 2% as at the 1<sup>st</sup> July each year of the Term of this Agreement.

If you commence employment with Vodafone in April, May or June of any calendar year during the Term you will not be entitled to the increase as detailed above for the year in which you commenced employment.

The above salary increases shall not preclude Vodafone providing other salary increases within the terms of the Agreement.

## 3. Working Hours

### 3.1 Hours of Work

Your average **Rostered Hours** will be 152 hours per **Roster Period**. Meal breaks will not be regarded as time worked and are unpaid.

Staff will be employed on a Variable Roster. This means that you must be ready, willing and able to perform work across seven days, or as advised by your manager, and such hours as may be requested by Vodafone, including public holidays and weekends where required. When rostering employees, Vodafone will have regard, as far as practicable, to employees' personal and family commitments.

In limited circumstances, you may work on a Fixed Roster. This means that you must be ready, willing and able to perform work on the days of the week that have been agreed between Vodafone and yourself. Vodafone has the discretion to amend your hours or days of work in consultation with you. Availability of a Fixed Roster will be for an agreed period of time between employee and manager, to meet short term needs. At the end of this period you will revert to the standard Variable Roster.

### 3.2 Roster

Rosters may be changed by Vodafone a minimum of seven (7) days prior to the commencement of a shift, or at any time with your consent.

### 3.3 Paid Rest Breaks

If you are rostered to work from 4 up to 5 hours and 59 minutes in a **Shift** you will receive one paid rest break. If you are rostered to work 6 or more hours in a **Shift** you will receive two paid rest breaks in a **Shift**. A paid rest break will be a minimum of 10 minutes duration.

### 3.4 Meal Break

You shall be entitled to an unpaid meal break of a minimum of 30 minutes after the completion of at least 5 hours continuous work (inclusive of paid rest breaks) in any one **Shift**, except on a day when you are rostered to work no more than 6 hours. Vodafone may designate a time for your break in order to maximise the level of service provided to our customers.

### 3.5 Roster Loading

In addition to Base Salary, you may be entitled to roster loading calculated on **Base Salary**.

**Roster Loading** will be applicable per shift and will only be paid on actual shifts worked.

**Roster Loading** is not payable on any form of leave or **Additional Hours**.

If a **Shift** attracts **Roster Loading**, it will be paid for all hours worked during that **Shift** at the highest loading percentage attracted for the **Shift**, in accordance with the Roster Loading Table below:

### **Roster Loading Table**

<b>Time of Day Worked as your Shift</b>	<b>Roster Loading Payable in addition to Base Salary</b>
Between 6.00am and 6.30pm	0%
Between 6.30pm and 8.30pm	15%
Between 8.30pm and 6.00am	20%

In addition to the above table, all hours worked between 12 midnight and 6.00am will attract an additional 5% loading on **Base Salary** for each hour or part hour worked during this period.

### **3.6 Saturday and Sunday Penalties**

You shall be paid an additional 50% pay on your **Base Hourly Rate** for hours worked on Saturdays.

You shall be paid an additional 100% pay on your **Base Hourly Rate** for hours worked on Sundays.

### **3.7 Public Holidays**

A Public Holiday refers to the public holidays gazetted in the State where you are normally rostered to work.

Where you are required to work the majority (50% or more) of a **Shift** on a public holiday, you shall be entitled to an additional 150% pay on your **Base Hourly Rate** for that **Shift**.

No entitlements will arise when a Public Holiday falls on a day you are not rostered to work.

If you are employed on a **Fixed Roster** you shall be entitled without loss of pay to public holidays which fall on days on which you are normally rostered to work.

### **3.8 Additional Hours**

Vodafone regards any pre-approved hours worked in excess of your **Rostered Hours** as **Additional Hours**. You will be advised of your **Rostered Hours** each **Roster Period**.

At the completion of each **Roster Period** a calculation will be made of the total number of hours you have worked during the **Roster Period** (irrespective of the day). For all hours worked in excess of your **Rostered Hours**, you will be paid an additional 50% on your **Base Hourly Rate**.

**Additional Hours** will be paid in arrears of the applicable **Roster Period**.

You will still receive penalty rates in accordance with Clauses 3.6 and 3.7 for any hours worked on a Saturday, Sunday or Public Holiday.

At the discretion of Vodafone, **Additional Hours** may be taken as time off in lieu, on an hour for hour basis.

**Additional Hours** will not be available if your position is classified as Team Manager in Annexure A.

## 4. Leave

### 4.1 Annual Leave

You will be entitled to paid annual leave in accordance with the Australian Fair Pay and Conditions Standard (**the Standard**). Without limiting the operation of the Standard, the following terms and conditions will apply.

If you work on a **Variable Roster** you shall be entitled to 26 days annual paid leave on completion of one years service, 27 days annual paid leave on completion of two years service and 28 days annual paid leave on completion of three years service and upon each years service thereafter.

When working on a **Fixed Roster** you shall be entitled to 23 days annual paid leave on completion of one years service, 24 days annual paid leave on completion of two years service and 25 days annual paid leave on completion of three years service and upon each years service thereafter.

On your employment anniversary day you may elect in writing to have accrued but untaken annual leave paid out as cash less applicable taxes in accordance with the Act.

Annual leave is paid at your **Base Hourly Rate**. Leave loading and **Roster Loading** will not be payable on annual leave.

For the purposes of this Agreement, an Annual Leave day shall be 7.6 hours.

You accumulate annual leave on a fortnightly basis and you can also carry it over from one year to the next. Vodafone encourages you to take leave every year. If you accumulate more than 40 days Vodafone may request that you take a period of leave.

Where prior to the commencement of this Agreement you accrued annual leave at a rate less than detailed above, all leave accruing prior to this Agreement shall be calculated at the lesser rate.

### 4.2 Personal Leave (sick and family)

You will be entitled to paid personal leave in accordance with the Australian Fair Pay and Conditions Standard set out in the Act. Full Time employees will be entitled to 10 days personal leave for each completed year of service.

Personal leave may be taken as sick or carer's leave in accordance with the Act.

Personal Leave will accumulate from year to year. Accrued but untaken Personal Leave will not be paid out upon termination of employment.

For the purposes of this clause, a day shall be 7.6 hours.

Personal leave is paid at your **Base Hourly Rate**.

You shall give reasonable notice to Vodafone of your absence from work. This notice shall be given to your manager as far as practicable at least two hours before the normal commencement of duty, and shall state the nature of the absence and the estimated duration of absence.

Vodafone reserves the right to request presentation of medical certificates for leave taken in excess of 10 days per year.

Vodafone may refer you to an independent medical practitioner at the expense of Vodafone if there is a concern regarding sick leave.

Any personal leave entitlement may be taken as paid carer's leave in the event of illness, incapacity or unexpected emergency affecting an immediate family or household member.

Personal Leave entitlements apply only on days when you are rostered to attend work.

#### **4.3 Long Service Leave**

Long service leave will be taken and accrued in accordance with the *Long Service Leave Act 1955* (NSW) subject to any exemption requirements imposed by the laws of Tasmania. Long service leave payments will be calculated on your Base Salary.

#### **4.4 Parental Leave**

You will be entitled to unpaid Parental Leave in accordance with the Act..

A maximum of three months' paid parental leave is available to eligible employees in accordance with the Vodafone Parental Leave Policy as amended from time to time.

#### **4.5 Compassionate Leave**

You shall be entitled to up to three (3) rostered days leave without loss of pay on each occasion and on production of satisfactory evidence where an immediate family member or household member has died or sustained a serious or life threatening injury or illness in accordance with the Act.

#### **4.6 Jury Service**

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 Salary. Any monies paid by the Court should be reimbursed to Vodafone.

You shall notify Vodafone as soon as possible of the date upon which you are required to attend for jury service. You shall give Vodafone proof of your attendance, the duration of such attendance and the amount received in respect of such jury service.

## **5. Vodafone Policies**

### **5.1 Employment Policies**

Vodafone has a number of employment related policies which are amended from time to time. With the exception of the Parental Leave Policy (Clause 4.4), these policies do not form part of this Agreement.



## 5.2 Conflict of Interest

You shall not engage in any outside employment without prior written consent of the Company or undertake any activity which may conflict with the interests or business of the Company or reflect adversely on its business or public perception.

## 5.3 Confidential Information

"Confidential Information" means information relating to the business or affairs of the Company (or its related companies), and information of a third party which has been disclosed to the Company on confidential terms. It does not include information already publicly known.

You must protect the secrecy of Confidential Information and you must not disclose it to any person unless required in the proper performance of your duties as a Vodafone employee or with the Company's written consent. You may only use Confidential Information for the benefit of Vodafone. You acknowledge that, as an employee, you acquire no rights in or to Confidential Information. These obligations will continue to be binding on you even after your employment with Vodafone terminates.

## 6. Superannuation

It is a condition of employment that you become a member of the Vodafone Australia Superannuation Plan.

Vodafone will make superannuation contributions to this fund equal to 10% of your **Base Salary**, plus any **Roster Loading** and Saturday and Sunday penalties.

These Superannuation Contributions are inclusive of any increase in contribution rates under the Commonwealth Superannuation Guarantee Administration Act, 1992 during the Term of this Agreement.

## 7. Grievance Procedure

In relation to a grievance between you and Vodafone you agree to engage in the Vodafone Grievance Procedure set out in Annexure B.

## 8. Stand Down

You may be stood down by Vodafone without pay where, in the opinion of Vodafone, an employee may not be usefully engaged as a result of any:

- (a) direct or indirect industrial action or campaign; or
- (b) breakdown of machinery or stoppage to services.

## 9. Leaving Vodafone

### 9.1 Notice

If you decide to leave Vodafone you must provide written notice of two weeks. Vodafone must provide you with the same notice of termination as set out above or the prescribed notice of termination set out in the Act whichever is greater. An additional week will be given if you are over 45 years of age.

If you do not work out your notice period, you will forfeit any salary or benefits for the proportion of the notice period not worked. If Vodafone does not require you to work out your notice period, you will be paid **Base Salary** in lieu of notice.

A medical certificate must be provided for any sick or family leave taken during the notice period.

Notwithstanding the above, Vodafone may terminate your employment without notice (or payments in lieu of notice) for conduct justifying instant dismissal including, but not limited to, misconduct or neglect, theft, fraud, refusal to work as directed, unacceptable or offensive behaviour, harassment of a fellow workplace participant, bringing the business of customers and clients into disrepute, breaches of customer/client confidentiality, the consumption of, being under the influence of or in the possession of illegal drugs while on duty, or the consumption of or being under the influence of alcohol while on duty.

### 9.2 Redundancy

A redundancy is a decision made by Vodafone that the job being performed by an employee is no longer required to be performed and that this decision is not due to the ordinary and customary turnover of labour. If your position is made redundant, the clause set out in Annexure C will apply.

### 9.3 No Extra Claims

You agree that you shall not seek any further terms and conditions of employment other than those set out in this agreement for the duration of this Agreement.

## 10. If You Are Employed on a Part Time Basis

Part time employees are entitled to a proportion of the full time entitlements based upon the following formula:

$$\text{Full Time Entitlement} \times \frac{\text{Regular Part Time Hours}}{152}$$

## 11. Definitions

### **Act**

Means the *Workplace Relations Act 1996* (Cth).

### **Additional Hours**

Any hours in excess of your Rostered Hours.

### **Adjusted Hourly Rate**

Adjusted Salary divided by 52 weeks divided by 38 hours per week.

**Adjusted Salary**

Base salary less any portion of salary sacrifice as elected by the employee.

**Base Hourly Rate**

Base Salary divided by 52 weeks divided by 38 hours per week. Where the word Base Hourly Rate appears, Adjusted Hourly Rate may be substituted if you enter into an arrangement under Clause 2.1.

**Base Salary**

Annualised base rate of pay.

**Customer Experience Executive**

Means an employee engaged to have direct customer contact and to deal with customer enquiries including the preparation of all incidental documentation.

**Fixed Roster**

A situation where your normal rostered hours of work are fixed on the same days each week and which occurs over a minimum of three roster periods. You may be rostered various start and finish times and shift lengths on the fixed days of work.

**Protected Award Conditions**

Is given the meaning set out in Part 8, Division 7 of the *Workplace Relations Act 1996*. This Agreement expressly excludes all such award conditions and entitlements including but not limited to annual leave loading, rest breaks, penalty rates, allowances, public holiday rates, incentive based payments and bonuses, superannuation and jury service. Please note that this Agreement may make alternative provision for the above items.

**Rostered Hours**

Means the hours you are rostered to work in each Roster Period (this will average 152 hours).

**Roster Period**

A duration of four (4) weeks in accordance with the roster schedules developed by Vodafone.

**Roster Loading**

Payments in addition to base salary which are related to the roster an employee actually works and are paid in accordance with the table in clause 8.5.

**Regular Part Time Hours (Part Time Employment only)**

The number of hours per Roster Period you are rostered to work in accordance with your agreement with Vodafone, which may vary from time to time as negotiated between yourself and Vodafone.

**Shift**

A period of time when you are rostered to work consecutive hours with a start time and a finish time, and where the meal break does not exceed one hour's duration.

**Subject Matter Experts (SMEs)**

Means a person primarily engaged to deal directly with customer needs and enquiries. A SME will also provide information to develop solutions to customer concerns and enquiries.

**Team Manager**

A person who has been appointed to the position who, in addition to their regular functions, are required to manage and or supervise employees as directed.

**Variable Roster**

A situation where your normal rostered hours of work are not fixed on the same days and vary from week to week.

# Annexure A

## CLASSIFICATIONS

Classification	Function	Minimum Base Salary	Maximum Base Salary
<b>Team Manager</b>	Appointed to lead, develop and inspire a team; provide a high level of customer service to external and or/internal customers; co ordinate activities within the team to ensure business service levels and operational targets are achieved.	\$50934	\$68930
<b>Subject Matter Experts (SME's)</b>	Appointed to provide customer service to external and/or internal customers in relation to Vodafone's products and services; proactively seek to develop solutions to internal and external customer enquiries; provide guidance and support to team members; developing skills, specialist skills, knowledge and experience.	\$37839	\$51175
<b>Customer Experience Executives</b>	<p>Provide customer service to external and/or internal customers in relation to Vodafone's products and services.</p> <p>Deliver the Vodafone "WOW" customer experience.</p> <p>Proactively seek to develop and apply solutions for external customer enquiries</p> <p>Demonstrated skills and working knowledge on a range of Vodafone computer applications used to service our customers.</p>	\$35285	\$45070

**Note:** All Vodafone employees engaged at the Site irrespective of their classification may have customer contact and will be required to perform all necessary incidental clerical, administrative and data entry duties.

# Annexure B

## Grievance Procedure

In relation to any matter that may be in dispute between the parties to this agreement regarding a matter contained in this Agreement (*the matter*) the parties:

- (a) must genuinely attempt to resolve the matter in dispute at the workplace level.
- (b) where the matter in dispute cannot be resolved at the workplace level the parties agree as follows:
  - (i) if the matter in dispute cannot be resolved at the workplace level, the party to the dispute may elect to use an alternative dispute resolution process in an attempt to resolve the matter;
  - (ii) the alternative dispute resolution process is to be conducted by a person agreed between the parties in dispute on the matter;
  - (iii) if the parties cannot reach agreement on who is to conduct the alternative dispute resolution process, a party to the dispute on the matter may notify the Industrial Registrar of that fact;
  - (iv) on receiving notification under subsection (3), the Industrial Registrar must provide the parties with the prescribed information;
  - (v) if the parties cannot agree on who is to conduct the alternative dispute resolution process within the consideration period, a party to the dispute on the matter may apply to the Commission to have the alternative dispute resolution process conducted by the Commission;
  - (vi) if an alternative dispute resolution process is used to resolve a dispute on a matter, the parties to the dispute must genuinely attempt to resolve the dispute using that process.

In this clause:

- (A) **Consideration Period** is a period beginning on the last day on which the Industrial Registrar gives the prescribed information to a party to the dispute on the matter and ending 14 days later.

(a)

## Annexure C

### REDUNDANCY

#### 1. Application of this Benefit

This clause shall not apply where:

- (a) The employment is terminated as a consequence of conduct that justifies instant dismissal or dismissal with notice; or
- (b) Employees are engaged for a specific period of time or task; or
- (c) Employees are engaged as casuals; or
- (d) Employees have less than one year's continuous employment; or
- (e) The business (or part) of Vodafone or a function is transmitted or outsourced to any other entity and you are offered comparable employment with any new entity; or
- (f) You have been offered redeployment or an alternative position by the Vodafone Group of Companies within your home metropolitan area.

#### 2. Redundancy/Severance Pay

In addition to the period of notice prescribed for ordinary termination in clause 10.1 of this Agreement, if your employment is terminated for reasons set out in the Redundancy Clause of this Agreement you shall be entitled at least to the following amount of severance pay in respect of a continuous period of service:

Years of service	Under 45 years of age	45 years of age and over
Less than 1 year	0	0
1 year and less than 2 years	4 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*	12.5 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*

**Note** - \*"Weeks' Pay" means your Base Salary.

**Attachment A**

**Typical 4 week roster cycle for each classification**

<b>Week 1</b>	<b>Mon</b>	<b>Tue</b>	<b>Wed</b>	<b>Thu</b>	<b>Fri</b>	<b>Sat</b>	<b>Sun</b>
<b>TM</b>	1130-2000	OFF	1000-1830	1130-2000	1130-2000	OFF	OFF
<b>SME</b>	OFF	830-1700	730-1600	830-1700	830-1700	OFF	OFF
<b>GEE</b>	630-1500	630-1500	630-1500	OFF	OFF	1300-1930	1300-1930

<b>Week 2</b>	<b>Mon</b>	<b>Tue</b>	<b>Wed</b>	<b>Thu</b>	<b>Fri</b>	<b>Sat</b>	<b>Sun</b>
<b>TM</b>	730-1600	800-1630	800-1630	OFF	730-1600	730-1600	730-1600
<b>SME</b>	1330-2200	1330-2200	1530-0000	OFF	OFF	730-1600	730-1600
<b>GEE</b>	1300-1930	OFF	OFF	630-1500	630-1500	OFF	OFF

<b>Week 3</b>	<b>Mon</b>	<b>Tue</b>	<b>Wed</b>	<b>Thu</b>	<b>Fri</b>	<b>Sat</b>	<b>Sun</b>
<b>TM</b>	OFF	900-1730	900-1730	900-1730	1000-1830	OFF	OFF
<b>SME</b>	830-1700	OFF	800-1630	800-1630	800-1630	OFF	OFF
<b>GEE</b>	700-1530	700-1530	630-1500	630-1500	630-1500	OFF	OFF

<b>Week 4</b>	<b>Mon</b>	<b>Tue</b>	<b>Wed</b>	<b>Thu</b>	<b>Fri</b>	<b>Sat</b>	<b>Sun</b>
<b>TM</b>	1000-1830	1130-2000	1130-2000	OFF	OFF	1100-1930	1100-1930
<b>SME</b>	800-1630	800-1630	OFF	1130-2000	1130-2000	1000-1830	1000-1830
<b>GEE</b>	745-1615	700-1530	930-1800	745-1615	OFF	745-1615	730-1600

**Breaks (full time employees):**

**A total of 50 minutes of breaks is included in each shift, break down as follows:**  
 1 x 30 minute unpaid meal break  
 2 x 10 minute paid rest breaks