



FAIR WORK
AUSTRALIA

DECISION

Fair Work Act 2009

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

Primus Telecommunications Pty Ltd

(AG2011/7142)

PRIMUS TELECOM ENTERPRISE AGREEMENT 2011

Telecommunications services

COMMISSIONER ROE

MELBOURNE, 18 MARCH 2011

Application for approval of the Primus Telecom Enterprise Agreement 2011.

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

[2] I was initially concerned with some aspects of the proposed Agreement and wrote to the company outlining those issues on 10 March 2011. On 16 March 2011 I received a signed undertaking in response to the queries from Adam Kumar, Human Resources Manager of Primus Telecommunications Pty Ltd. These undertakings now form part of the Agreement and are kept on the file. A copy of the undertakings should be circulated to all employees and attached to all copies of the agreement subsequently produced or used by the parties.

[3] The undertakings which now form part of the Agreement are attached.

[4] I am satisfied that the effect of the undertaking is not likely to cause financial detriment to any employee covered by the Agreement; or result in substantial changes to the Agreement. Acceptance of the undertakings is consistent with the object of Part 2-4 of the Act to facilitate the making of agreements. The bargaining representatives that Fair Work Australia is aware of have been consulted and support the undertakings.

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

[6] The CPSU, the Community and Public Sector Union has given notice under s.183 of the Act that it wants the Agreement to cover it. In accordance with s.201(2) of the Act I note that the Agreement covers the organisation.

[7] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 25 March 2011. The nominal expiry date of the Agreement is 25 March 2014.



COMMISSIONER

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UNDERTAKINGS BY PRIMUS TELECOMMUNICATIONS (AUSTRALIA) PTY LTD

In accordance with section 190 of the *Fair Work Act 2009* (Cth) and regulation 2.07 of the *Fair Work Regulations 2009* (Cth), Primus Telecommunications (Australia) Pty Ltd undertakes that:

- (a) the ordinary hours of work for casual employees, for the purposes of the *Primus Telecom Enterprise Agreement 2011 (the Agreement)*, will be 7.5 hours per day;
- (b) the span of ordinary hours of work for casual employees, for the purpose of the Agreement, will be as set out in Clause 29.2 of the Agreement;
- (c) casual employees will be entitled to overtime rates in accordance with Clause 29.6 of the Agreement; and
- (d) the policies, procedures and guidelines referred to in Clause 7 of Agreement, other than the Counselling for Improved Performance Policy, do not form a part of the Agreement and do not vary an employee's entitlements under the Agreement. To avoid doubt Clause 7.2 means that any change to the Agreement or any change which has the effect of varying entitlements under the Agreement will require agreement between the parties and a variation to the Agreement to be approved by Fair Work Australia consistent with the Fair Work Act.

Dated the 16TH day of March 2011

Signed for and on behalf of the **Community and Public Sector Union** by its duly authorised representative:)
)
)



[Signature]
Signature of witness

[Signature]
Signature of authorised representative

KIM BARNES
Name of witness
(please print)

Louise Persse, Assistant National Secretary
Name of authorised representative
(please print)

VICTORIA (HEAD OFFICE) 10 / 452 FLINDERS ST MELBOURNE, VIC 3000 P +61 3 9923 3000 F +61 3 9923 3333	NEW SOUTH WALES 3 / 1 ALFRED ST SYDNEY, NSW 2000 P +61 2 9423 2400 F +61 2 9423 2444	QUEENSLAND 6 / 127 CREEK ST BRISBANE, QLD 4000 P +61 7 3319 7145 F +61 7 3319 7144	SOUTH AUSTRALIA 1 / 132 FRANKLIN ST ADELAIDE, SA 5000 P +61 8 8423 8822 F +61 8 8423 8844	WESTERN AUSTRALIA 2 / 33 RICHARDSON ST WEST PERTH, WA 6005 P +61 8 9463 8999 F +61 8 9463 8988
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Primus Telecommunications (Aus) Pty Ltd ABN 77 061 754 943. Primus Telecommunications Pty Ltd ABN 69 071 191 396.

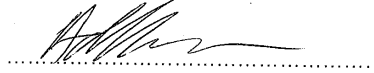
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Signed for and on behalf of **Primus**)
Telecommunications (Australia) Pty Ltd ACN .
061 754 943 by its duly authorised representative:)



Signature of witness



Signature of authorised representative



Name of witness

(please print)



Name of authorised representative

(please print)



PRIMUS TELECOM ENTERPRISE AGREEMENT 2011

1. TITLE

This Agreement shall be known as the Primus Telecom Enterprise Agreement 2011

2. ARRANGEMENT

Application and Operation of Agreement

1. Title
2. Arrangement
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Note - this agreement is to be read together with an undertaking given by the employer. The undertaking is taken to be a term of the agreement. A copy of it can be found at the end of this agreement.

3. APPLICATION

This agreement incorporates by reference the Telecommunications Services Award 2010 as in force at the commencement of this agreement. This agreement overrides the incorporated award provisions to the extent of any inconsistency.

4. AGREEMENT COVERAGE

This Agreement covers the following parties:

4.1 Primus Telecommunications (Australia) Pty Ltd ("Primus")

4.2 All employees of Primus who are employed in classifications set out in Attachment A

4.3 The Community and Public Sector Union (CPSU)

5. DATE AND PERIOD OF OPERATION

This Agreement commences operation 7 days after approval by Fair Work Australia and nominally expires 3 years later.

6. NO EXTRA CLAIMS

It is a term of this Agreement that the Union, the employer and each of the employees bound by this Agreement will not pursue any extra claims that affect the employees terms and conditions of employment that exist for the period of operation of the agreement.

7. COMPANY POLICY AND GUIDELINES.

7.1 There are company policies, procedures and guidelines that support the operation of this agreement. These policies, procedures and guidelines are developed or varied in consultation with affected employees and their representatives.

7.2 Proposed changes to policies or guidelines that would vary an employee's entitlements in the agreement will require agreement between the parties.

7.3 If there is any inconsistency between policies and the Agreement, the express terms of the Agreement prevail, except where varied in accordance with clause 7.2.

8. DISPUTE RESOLUTION PROCEDURE

8.1 The objective of this procedure is the avoidance and resolution of any dispute over matters covered by this Agreement or the National Employment Standards . In the event of a dispute arising in the workplace the procedure to be followed to resolve the matter will be as follows:

8.2 The employee/s concerned will first meet and confer with their immediate supervisor on the matter. The employee(s) may appoint another person to act on their behalf of their choosing which may include a union delegate. This assistance includes notifying or advising any person or body of the existence of a dispute, or acting as an advocate.

8.3 Where an employee representative of the employee's choice (including a union delegate) is involved, s/he will be allowed the necessary time during working hours to interview employee(s) and the supervisor.

8.4 If the matter is not resolved at such a meeting, the parties to the dispute will arrange further discussions between the employee and/or his or her nominated representative, (if any), and a more senior manager as appropriate.

8.5 If the matter remains unresolved, it may be referred to a more senior level of management. If the matter still cannot be resolved a discussion must be held between the Human Resources Manager and the employee(s) and their nominated representative (if any).

8.6 If the matter has not been resolved a party to the dispute may refer the matter to Fair Work Australia for conciliation and/or arbitration of the dispute

8.7 In conciliating and/or arbitrating the dispute Fair Work Australia may use the powers available to it under the Fair Work Act.

8.8 Any decision or direction made by Fair Work Australia shall be in writing and shall be accepted by all affected persons.

8.9 While the parties attempt to resolve the matter work will continue in accordance with the existing custom and practice at the workplace, unless an employee has a reasonable concern about an imminent risk to his or her health and safety.

9. CONTINUOUS IMPROVEMENT THROUGH CONSULTATIVE COMMITTEE

9.1 In making decisions that have a significant affect on employees Primus commits to engaging in consultation with employees and their chosen representatives. Consultation means providing employees with relevant information and a bona fide opportunity to influence the decision maker and contribute to the decision making process not only in appearance but in fact, before a decision is made.

9.2 A consultative committee will be established comprising of an equal number of elected employee representatives and management nominees to discuss matters pertaining to this agreement. This committee will meet on a FOUR monthly basis or otherwise as necessary.

9.3 The consultative committee will provide direction into the areas of:

9.3.1 Occupational Health and Safety, including the election of OH&S representatives;

9.3.2 Equal Employment Opportunity and Workplace Diversity;

9.3.3 Other matters arising out of the application of this agreement including, but not limited to, classification issues, pay and payroll processes, leave policies, rosters and roster changes, hours of work, changes to published policies and procedures and the formulation of new company policies and procedures.

10.FREEDOM OF ASSOCIATION & ANTI DISCRIMINATION

10.1 It is the intention of the parties covered by this Agreement to respect and value the diversity of the work force by helping to prevent and eliminate discrimination on the basis of race, colour, sex, sexual preference, age, physical or mental disability, marital status, family responsibilities, pregnancy, religion, political opinion, national extraction or social origin.

10.2 Primus recognises that employees are free to choose to join or not join a union. Irrespective of that choice employees will not be disadvantaged or discriminated against in respect of their employment under this agreement. Employees who choose to be members of a union have the right to participate in legitimate union activities consistent with the terms of this agreement and pertaining to the employment relationship and may choose to have their industrial interests represented by that union.

11. UNION RIGHTS AND REPRESENTATION

11.1 Union Representation

11.1.1 Primus will recognise CPSU workplace representatives who are elected by the CPSU members at Primus as their on site representatives.

11.1.2 Through the consultative forum and other appropriate means representatives will be provided with access to reasonable information about the workplace and the business.

11.1.3 In any matter arising under this agreement, an employee may elect to have a CPSU workplace representative assist or represent them, and all relevant persons will deal with that representative of the employee's choice in good faith.

11.2 Access to Facilities

11.2.1 Union delegates will be provided with reasonable time and facilities during working hours to undertake their representative role and to consult with relevant parties.

11.2.2 Union delegates can access Primus's facilities provided that service delivery and work requirements are not affected. Facilities include noticeboards, telephone,

email, photocopier, fax and meeting rooms. Delegates are accountable for the use of these facilities

11.2.3 Delegates will be entitled to attend regular, onsite paid time delegates meetings. In addition Primus will not unreasonably refuse paid time members meetings on an irregular basis at which delegates may be present. The scheduling of such meetings will be discussed and agreed in advance.

11.2.4 CPSU workplace delegates will be given the time and opportunity to address new employees during their induction course about the benefits of union membership. Where this is not possible, other appropriate access and time to address new employees will be given.

11.3 Training Leave

11.3.1 An employee who is a member of the union, including a union delegate, will be granted reasonable leave of absence to attend training courses or seminars conducted by a recognised training provider including a union, on the following conditions

- (a) Primus's operating requirements allow the time to be taken
- (b) the scope, content and level of the course will contribute to a better understanding of workplace relations. Any short course conducted by or with the support of a union should be considered as meeting this condition
- (c) leave allowed will be on full pay excluding shift, penalty payments and overtime
- (d) leave of absence counts for employment and service for all purposes.

12. Individual Flexibility Agreements

12.1 Primus and an employee may agree to make an individual flexibility agreement to vary the effect of terms of the Agreement in relation to arrangements about when work is performed, provided that the arrangement meets the genuine needs of Primus and the employee and is genuinely agreed to by Primus and the employee.

12.2 Primus must ensure that the terms of the individual flexibility agreement:

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

12.3 An employee may have an employee representative to support them in any discussions with their supervisor/manager.

12.4 The flexibility agreement must be in writing, include the names of Primus and the employee and be signed by Primus and the employee or if the employee is under 18 years of age, signed by a parent or guardian of the employee.

12.5 The flexibility agreement must include details of:

- 12.5.1 the terms of the Agreement that will be varied by the flexibility agreement;
 - 12.5.2 how the flexibility agreement will vary the effect of the terms of the Agreement;
 - 12.5.3 how the employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the flexibility agreement; and
 - 12.5.4 the day on which the flexibility agreement commences.
- 12.6 Primus will give the employee a signed copy of the flexibility agreement within 14 days after it is agreed to.
- 12.7 Primus or the employee may terminate the individual flexibility agreement:
- 12.7.1 by giving 28 days written notice to the other party to the flexibility agreement, or
 - 12.7.2 if Primus and the employee agree in writing – at any time.

13. Flexible Working Arrangements

- 13.1 An employee who is a parent, or who has responsibility for the care, of a child who is either under school age or is under 18 and has a disability, may request a change in working arrangements. Examples of changes in working arrangements include changes in hours of work, changes in patterns of work and changes in location of work.
- 13.2 This clause only applies to an employee if, immediately before making the request, the employee has at least 12 months' continuous service or is an eligible casual employee.
- 13.3 The request must be in writing and set out the details of the flexible working arrangements sought and the reasons for the request.
- 13.4 Primus may only refuse the request on reasonable business grounds. Primus will provide a written response within 21 days including reasons for any refusal to the request.
- 13.5 It is acknowledged that Primus policy allows for requests for flexible working arrangements by all employees.

14. EMPLOYEE DUTIES

14.1 Primus jobs are classified according to the Classification Descriptions at Attachment B.

14.2 Where an employee considers that their position is not correctly classified, Primus will review the job classification upon written request by the employee including reasons for the request.

14.3 Primus may direct an employee to carry out such duties that are within the limits of the employee's skills, competence and training consistent with the position description provided that such duties are not designed to promote deskilling and do not financially disadvantage the employee.

14.4 Primus may direct an employee to carry out such duties and use such tools and equipment as may be required provided that the employee has been properly trained in the use of such tools and equipment.

14.5 Any direction issued by Primus under this clause is to be consistent with its responsibilities to provide a safe and healthy working environment.

15. EMPLOYMENT CATEGORIES

15.1 An employee may be employed on either a full-time, part-time, casual or fixed term basis. The principle form of employment will be permanent full time or part time. Primus Telecom is committed to the principles of merit and EEO in the process of engagement, higher duties selection, and promotion.

15.2 At the time of employment Primus will inform each employee of the terms of his/her engagement and in particular whether they are employed on a full-time, part-time, casual or fixed term basis.

15.3 Full-time employment

Any employee not specifically engaged as being a part-time or casual employee is for all purposes of this agreement a full-time employee, unless otherwise specified in the agreement.

15.4 Part-time employment

15.4.1 An employee may be engaged to work on a part-time basis involving a regular pattern of hours which shall average less than 37.5 hours per week. No part time employee will be rostered to perform less than 4 hours per day unless otherwise agreed between the employee and their manager.

15.4.2 A part time employee shall receive on a pro rata basis, equivalent pay and employment conditions to those of full time employees who perform the same type of work under this Agreement.

15.5 Casual employment

15.5.1 Casual employment will normally only be used for work, which is short term in nature. When Primus engages employees on a casual basis each engagement will be for a minimum of 3 hours. Employment may be terminated by an hour's

notice given either by Primus or the employee, or by the forfeiture of an hour's wage in the case of an employee, or the payment of the balance of unworked time for that days period of engagement.

15.5.2 If a casual employee is rostered to work a shift, but Primus Telecom decides that the employee is not required to work that rostered shift, and Primus does not give that employee at least 24 hours notice, then the employee will be paid for the equivalent of 3 hours work.

15.5.3 A Primus employee engaged as a casual will receive a loading of 25%.

15.5.4 The hourly rate paid to casual employees covered by this agreement will be determined according to the following formula:

$(\text{Minimum annual salary per grade} \div 1950) \times 1.25$

15.6 Employment for a specific period of time or a specific task (fixed term employment)

15.6.1 An employee may be engaged on a full-time or part-time basis for a specific period of time or for specific task/s.

15.6.2 The details of the specific period of time or specific task/s shall be set out in writing and retained by Primus. A copy shall be provided to the employee.

15.7 Probationary employment

15.7.1 Primus may initially engage a full-time or part-time employee for a period of probationary employment for the purpose of determining the employee's suitability for ongoing employment.

15.7.2 The employee must be advised in advance that the employment is probationary and of the duration of the probation.

15.7.3 The maximum duration of the probationary period shall be three months unless a longer period of probation is reasonable having regard to the nature and circumstances of the employment. This may include but is not limited to periods of unplanned leave due to illness, injury or caring responsibilities. In these circumstances it may be reasonable to extend the probationary period by the amount of leave taken. Any extensions of the probationary period must be advised in writing to the employee and in any circumstances the probationary period will not exceed six months in total.

16. Contractors

Where Primus is considering contracting out work, prior to the engagement of any contractors the company will consult with employees and CPSU about the type of work proposed to be given to contractors, the proposed duration of the contracting arrangement, and the likely impact on employees.

17. ABANDONMENT OF EMPLOYMENT

17.1 The absence from work of a full time or part time employee for a continuous period exceeding two working days without the consent of, and notification to, Primus shall be prima facie evidence that the employee has abandoned their employment.

17.2 Provided that if within a period of seven days from the employee's last attendance at work or the date of the employee's last absence in respect of which notification has been given or consent has been granted an employee has not established to the satisfaction of Primus that the employee is absent for reasonable cause, the employee shall be deemed to have abandoned their

employment.

17.3 Termination of employment by abandonment in accordance with this subclause shall operate as from the date of the last attendance at work or the last day's absence in respect of which consent was granted, or the date of the last absence in respect of which notification was given to Primus, whichever is the later.

17.4 In applying this clause Primus will take into account any exceptional circumstances related to an employee.

18. TERMINATION OF EMPLOYMENT

18.1 Notice of Termination by Primus

In order to terminate the employment of a full time or part time employee Primus shall give to the employee the following notice periods:

Employee's period of continuous service with Primus

Period of Notice

Not more than 1 year, 1 week

More than 1 year but not more than 3 Years - 2 weeks

More than 3 years but not more than 5 years - 3 weeks

More than 5 years - 4 weeks

18.2 In addition employees over 45 years of age at the time of the giving of the notice with not less than two years continuous service will be given an additional week's notice.

18.3 Payment in lieu of the notice will be made if the appropriate notice period is not given. Employment may be terminated by part of the period of notice specified and part payment in lieu thereof.

18.4 In calculating any payment in lieu of notice, the salary an employee would have received in respect of the ordinary time they would have worked during the period of notice, had their employment not been terminated, will be used.

18.5 The period of notice in this clause will not apply in the case of summary dismissal, or where agreement has been reached in writing to an engagement for a specific period of time or for a specific task or tasks.

18.6 Notice of termination by employee

14.6.1 The notice of termination required to be given by an employee will be the same as that required of Primus, except that there will be no additional notice based on the age of the employee concerned.

14.6.2 If an employee fails to give notice, Primus has a right to withhold monies due to the employee with a maximum amount equal to the ordinary rate of pay for the period of notice.

19. REDUNDANCY

19.1 Definition

Redundancy occurs when Primus decides that it no longer wishes for operational reasons the job the employee has been doing to be done in the following circumstances and this is not due to the ordinary and customary turnover of labour,

they are classified at a level where there is a greater number of employees at that level than Primus needs to operate efficiently and effectively; or their services cannot be effectively used because of changes in the work methods of Primus or changes in the nature, extent or organization and functions of Primus; or the duties usually performed by the employee at their locality are to be performed at a significantly different locality, and they are not willing to perform duties at the new locality. To avoid doubt this would mean an employee would be required to increase their travel time by more than 1 hour per day.

19.2 Redeployment to reasonable alternative employment

Primus, in a particular redundancy case, may offer an employee redeployment to a reasonable alternative job within Primus (or in the case of transmission of business to an alternative employer). If the position offered maintains the employee's classification, pay rates, and advancement opportunities, and in the case of transmission of business to an alternative employer the employee's period of service with Primus is recognised, and is within the employee's capacity to perform with a reasonable amount of training, the employee would not be eligible to a redundancy payment.

19.3 Severance pay

In addition to the period of notice prescribed in clause 14 'Termination of employment' - an employee whose employment is terminated by reason of redundancy must be paid the following amount of severance pay in respect of a continuous period of service:

Less than 1 year Nil

1 year and less than 2 years 4 weeks' pay

2 years and less than 3 years 6 weeks' pay

3 years and less than 4 years 7 weeks' pay

4 years and less than 5 years 8 weeks' pay

5 years and less than 6 years 10 weeks' pay

6 years and less than 7 years 11 weeks' pay

7 years and less than 8 years 13 weeks' pay

8 years and less than 9 years 14 weeks' pay

9 years and less than 10 years 16 weeks' pay

10 years and over 16 weeks' pay

*Weeks' pay means the ordinary time rate of pay for the employee concerned.

19.4 Employee leaving during period of notice:

An employee whose employment is terminated by reason of redundancy may terminate his or her employment during the period of notice and, if so, will be entitled to the same benefits and payments under this clause had they remained with the employer until the expiry of such notice. However, in this circumstance the employee will not be entitled to payment in lieu of notice as specified in clause 14.3.

19.5 Time off during notice period

19.6.1 During the period of notice of termination given by Primus an employee shall be allowed up to one day's time off without loss of pay during each week of notice for the purpose of seeking other employment.

19.6.2 If the employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the employee shall, at the request of Primus, be required to produce proof of attendance at an

Interview or he or she shall not receive payment for the time absent. For this purpose a statutory declaration will be sufficient.

19.6 Transmission of business

19.7.1 Where Primus business or part of its business is before or after the date of this agreement, transmitted from an employer (in this subclause called the **transmittor**) to another employer (in this subclause called the **transmittee**) and an employee who at the time of such transmission was an employee of the transmittor in that business becomes an employee of the transmittee then:

19.7.1a The continuity of the employment of the employee is deemed not to have been broken by reason of such transmission; and

19.7.1b The period of employment which the employee has had with the transmittor or any prior transmittor is deemed to be service of the employee with the transmittee.

19.7 Employees exempted

This clause does not apply where employment is terminated as a consequence of serious misconduct that justifies dismissal without notice. This clause does not apply in the case of probationary employees, casual employees, or employees engaged for a specific period of time or for a specified task or tasks.

19.8 Incapacity to pay

Primus, in a particular redundancy case, may make application to Fair Work Australia to have the general severance pay prescription varied on the basis of Primus' incapacity to pay.

20. SALARY INCREASES & REVIEWS – Full Time and Permanent Part Time Employees

20.1 The salaries of permanent employees covered by this agreement will be increased by 4% effective from the 1st January 2011 to be paid when this agreement commences operation following approval by Fair Work Australia. On the date of their annual performance review, permanent employees will be eligible to earn an additional 2% dependent upon the outcome of their annual performance review.

20.2 On the 1st January 2012 an increase of 3% will apply to all permanent employees' salaries and employees will be eligible to earn an additional 2% dependent upon the outcome of their performance review to be paid upon the date of their annual performance review.

20.3 On the 1st January 2013 an increase of 2.5% will apply to all employees' salaries and employees will be eligible to earn an additional 2% dependent upon the outcome of their performance review to be paid upon the date of their annual performance review.

20.4 Where a salary review would take an employee above the maximum pay rate in a grade the employee will receive a wage increase taking their rate of pay up to the maximum for the grade. On the next occasion that the maximum salary for that grade is increased in accordance with the table in Attachment A, the employee's salary will be further increased by the remaining amount of the salary review, but by no more than up to the new maximum salary rate for the grade paid.

20.5 Employees who are above the maximum salary for their grade upon commencement of this agreement, will be eligible to receive the initial 4% increase described in 20.1 but will then have their current salary maintained until such time as they fall within the band and can be considered for an increase.

20.6 Primus will review the salaries of full time and permanent part time employees annually on the date of their annual performance review ie 12 months from when the employee began working in that grade. An example of factors which Primus may consider in reviewing each employees salary includes the performance of the company, the performance of the individual and market rates for the salary of the relevant job.

21. PERFORMANCE RELATED PAY

21.1 Employees are eligible to earn an additional 2% in the first year of the agreement, an additional 2% in the second year of the agreement and an additional 2% in the third year of the agreement dependent upon performance to be paid on the date of their annual performance review.

21.2 Employees' performance reviews will be conducted annually by the employees' Team Manager and/or line manager and will be assessed in line with individual, departmental and company performance.

21.3 Employees' performance rating shall be determined by an assessment of each employee against key accountability areas as per their position descriptions and against their individual and team targets and objectives set by their direct manager.

21.4 Team Leaders and line management are required to conduct regular sessions to assess and give feedback to staff regarding their performance against their key accountabilities and measures.

21.5 In conjunction with their annualised performance review, employees will be set short term objectives and targets specific to their role and departmental targets. If varied due to changing business requirements, employees will be given notice to any such variation in writing at least two weeks prior to the application of the new short term objectives.

21.6 Employees who disagree with their rating are able to request a review conducted by the Contact Centre Manager of the relevant department and HR. The outcome of this review must be delivered to the employee in writing along with specific reasons for the rating given.

21.7 Quantification of the performance review increase described in 21.1 will be applied against the current review grades as follows:

A Outstanding	100%
B Excellent	50%
C Meets Expectations	0%

RATING CODES

A	Outstanding results All key accountabilities and objectives have been achieved with <u>most</u> exceeding expectations. Behaviour is consistent with the organisation's values.
B	Excellent results All key accountabilities and objectives have been achieved with <u>some</u> significantly greater than expected results. Behaviour is consistent with the organisation's values.
C	Meets Expectations All key accountabilities and objectives achieved <u>or</u> most achieved with some superior results.
D	Requires improvement Some progress has been made on most key accountabilities and objectives. Improvement is needed.
E	Unacceptable results Few key accountabilities and objectives have been achieved

22. MANAGING UNDERPERFORMANCE

22.1 Employees who receive a rating of unsatisfactory or below will be notified at least 24 hours prior to consultation in a formal forum and given opportunity to respond to the issue(s).

22.2 An action plan to address the area(s) of underperformance must be issued to the employee in writing and specify a duration of not more than three months.

22.3 Employees currently under formal performance counselling are ineligible for a salary increase until the requirements of the action plan are met.

22.4 Employees will meet with their manager on a weekly basis to address the performance area(s).

22.5 At all times throughout this process, employees have the right to representation of an elected workplace delegate or other delegated representative of their choice.

22.6 This clause shall operate in conjunction with the *Primus Telecom Counselling for Improved Performance Policy which is incorporated into this agreement*

23. SALARY INCREASES AND REVIEWS ON TRANSFER & PROMOTION

23.1 Transfers occur when an employee moves permanently from one job to another covered by this Agreement, at the same grade in the Salary Classification and Rate Table.

3.2 Promotions occur when an employee moves permanently from one job to another covered by this Agreement, to a higher grade in the Salary Classification and Rate Table.

23.3 When an employee is transferred to another job covered by the Agreement, a salary increase will not normally occur. The employee's annual review date will remain unchanged.

23.4 Where 23.3 applies, the manager of the area from which the employee is transferring from, is required to complete a pro-rata annual review, applicable

from the date of last annual review until the transfer date of the employee.

23.5 When an employee is promoted to another job covered by the Agreement, a salary increase will occur and the next annual review for the employee will be twelve months after the date of promotion.

23.6 The new salary applicable on promotion will be the greater of
(i) The minimum pay point in the higher grade, or
(ii) The employee's current salary, plus 2%

24. MIXED FUNCTIONS

Where an employee is required to perform the work at a classification higher than his or her appointed role for a total of five days or more in a calendar year, whether that be continuous days or accumulated, that employee will be paid the appropriate rate in the higher classification range for the period worked, as soon as is practical after the period worked.

25. PAYMENT OF SALARIES

Primus will pay employees fortnightly by electronic funds transfer, or by such other means as may be agreed from time to time between Primus and an employee. Employees' salaries are represented on payslips as an hourly rate derived by applying the annual salary divided by 52 weeks and divided by 37.5 hours per week.

26. ALLOWANCES

26.1. First Aid Allowance

An employee who has been trained to render first aid and who is the current holder of appropriate first aid qualifications such as a certificate from the St. John's Ambulance or similar body shall be paid a weekly allowance of \$13.25 if appointed by their employer to perform first aid duty.

26.2 Communications allowance

Where an employee is required to have a telephone, modem or broadband connection, Primus shall supply and, install and pay rental costs.

26.3 On call allowance

Employees who are required to be on call for after hours remote support Monday to Friday from 5pm until midnight via telephone will be paid an additional allowance of \$43.80 per on call period provided that any work performed is limited to 30 minutes. Any work performed in excess of 30 minutes will be paid at the applicable overtime rate.

26.4 Weekend/public holiday on call allowance

Employees who are required to be on call for after hours from 8am until midnight via telephone will be paid an additional allowance of \$87.60 per day provided that any work performed is limited to 30 minutes. Any work performed in excess of 30 minutes will be paid at the applicable overtime or public holiday rate.

27. SUPERANNUATION

27.1 Primus will make superannuation payments in accordance with the relevant Federal legislation.

27.2, Primus will offer employees a choice of superannuation funds, the default fund being ING Superannuation.

27.3 Where an employee fails to nominate a fund, contributions shall be paid into a default fund. The default fund will be the ING Superannuation Plan. The default fund will not be changed without consultation with Primus employees, via the Primus Superannuation Policy Committee, and the CPSU

27.4 Employees who choose to change their fund, are not entitled to change again for a minimum of 12 months after the initial change being implemented.

27.5 Employees are not permitted to split contributions between funds after having selected a nominated a fund.

27.6 An employee may make contributions to their fund in addition to those made by the company.

27.7 Employees will have access to flexible remuneration packaging on a salary sacrifice basis provided that all costs incurred as a result of salary packaging arrangements (including Fringe Benefits Tax) are met by the employee.

27.8, Where an employee accesses approved salary packaging, the employee's salary for all purposes including superannuation, severance and termination payments will be determined as though the salary packaging arrangement had not been entered into.

27.9 Before accessing salary packaging the employee must obtain independent financial advice.

28. ACCIDENT PAY

28.1 Any Primus employee who, as a result of an injury suffered in the course of his or her employment with Primus, receives payments under workers compensation, shall be paid by Primus the difference between the payments received under the workers compensation legislation and the salary which otherwise would be paid to the employee, up to a maximum of 26 weeks.

28.2 Casual employees' make up pay will be based on the number of hours worked per week over the last month with Primus, or if less than one month the average for the time worked.

29. HOURS OF WORK

29.1 Ordinary Hours

The ordinary hours of work for full-time employees will be 37.5 per week. An assessment will be made by Primus at a particular worksite as to which method of working the ordinary hours best suits the business, and the proposal will be discussed with the relevant employees to take into account their personal, family, health and other relevant needs.

29.2 Spread of Hours

The span of ordinary hours for employees will be worked between the hours of 7am and 7pm Monday to Friday. Employees are entitled to a loading of 15% for ordinary time worked between 7pm and 7am Monday to Friday.

29.3 Additional Hours

Employees may be requested or required to work reasonable additional hours. An employee may refuse to work additional hours where those hours are unreasonable having regard to:

- (a) any risk to employee safety from working the additional hours
- (b) the employee's personal circumstances including family responsibilities
- (c) the needs of the workplace or enterprise in which the employee is employed
- (d) the notice (if any) given by Primus of the additional hours, and by the employee of his or her intention to refuse it, and
- (e) any other relevant matter

29.4 Payment for weekend work

All ordinary time hours worked on a Saturday and Sunday will attract a penalty payment of 45%.

29.5 Meal Breaks

An employee who works a minimum of five consecutive hours will receive an unpaid meal break of between 30 minutes and one hour.

Employees in a work group may elect by majority vote to have a 45 minute unpaid meal break apply to the whole work group for an agreed fixed period.

Primus will endeavour to ensure that meal breaks are rostered at consistent times through a period of shifts, and that employees are not rostered for meal breaks within a short period of having commenced work.

29.6 Overtime

29.6.1 Primus may require any employee to work reasonable overtime, subject to the provisions of clauses 29.3 and 37.

29.6.2 Payment for full time and part time employees will apply in the following circumstances:

- (i) Overtime will commence after an employee has completed 7.5 hours work or more than their agreed pattern of ordinary hours on their regular workday; or
- (ii) Where an employee works on a day that is not a normal workday, overtime will be paid for all hours worked on that day.

29.6.3 Overtime will be paid at the rate of time and one-half for the first three hours and double time thereafter.

29.6.4 Overtime performed on Sundays will be paid at double time.

29.6.5 Overtime performed on a public holiday will be paid at double and one half.

29.6.6 In compiling overtime each day's work will stand-alone.

29.7 Time off in lieu of Payment for Overtime

29.7.1 An employee may choose, with the consent of Primus, to take time off instead of payment for overtime at a time or times agreed by Primus. This agreement must

be in writing and will be evidenced by the submission of an appropriate leave form.

29.7.2 The employee must take the time off within four weeks of working the overtime. If the employee takes time off instead of payment for overtime then the amount of time off during ordinary hours will be taken at the equivalent overtime rate, calculated by multiplying the number of hours worked by the applicable overtime penalty.

29.8 Rest Period Between Shifts

29.8.1 Employees will be entitled to at least 10 hours rest break between shifts on consecutive days.

29.8.2 Where an employee's start time is moved to accommodate the requirements of this clause then the employee shall only work to the end of the original rostered shift and will be paid for the whole shift.

29.9 Annual Closedowns

29.9.1 Where a part of the business has an annual close down, employees may be directed to access their accrued annual leave over this period.

29.9.2 Where an employee has not accrued enough annual leave to cover the period of a closedown, Primus will put other arrangements into place to effectively utilise the employee's services during this time.

30. VDT REST PAUSE

An employee shall not be required to operate a visual display terminal (VDT) continuously for more than two and one half-hours without a rest break of ten minutes. Primus recognizes the OH&S requirements for adequate screen breaks when performing intensive work, and will ensure that all managers are aware of their obligations

31. ANNUAL LEAVE

31.1 Period of leave

31.1.1 An employee under this agreement, other than a casual employee, is entitled to 20 days annual leave paid at his or her base rate of salary for each year of continuous employment.

31.1.2 In addition to the leave described in 31.1.1 employees who work Sunday shifts or public holidays will receive one additional day of annual leave credited to the annual leave accrual for every 10 Sundays or Public Holidays worked per year, to a maximum of an additional 5 days annual leave per year.

31.2 Taking of annual leave

31.2.1 Annual leave shall be taken in a manner that is agreed to between Primus and the employee.

31.2.2 Where agreement cannot be reached Primus shall advise the employee of the date and amount of annual leave to be taken by giving the employee not less than four weeks notice of such requirement.

31.2.3 The annual leave entitlement shall be taken within twelve months of becoming due. This period may be extended by agreement between Primus and the employee.

31.3 Annual Leave Loading

During a period of annual leave an employee shall be paid a loading of 17.5% of their normal rate of salary. Annual leave loading does not apply to proportionate

leave on termination.

31.4 Calculation of service

Absences from work relating to unpaid parental leave or other leave without pay approved by Primus do not count as time worked in calculating the leave entitlement but do not break continuity of service for the purposes of this agreement.

31.5 Cash out of excess leave

31.5.1 Employees may apply to cash out their accrued annual leave of up to two weeks (pro-rata for part time employees) on the following conditions:

31.5.1(a) a maximum of two weeks on any one occasion may be cashed out per anniversary year of employment; and

31.5.1(b) after cashing out leave, employees are left with a residual minimum balance of at least one years' accrual (e.g. for full time employees a minimum of 150 hours); and

31.5.1 (c) the employee takes at least 2 weeks leave at the time of the cash out, and

31.5.1(d) the request is initiated by the employee in writing and will be considered by Primus in line with operational requirements of the business.

32. LONG SERVICE LEAVE

32.1 Long Service Leave entitlements are in accordance with the *Victorian Long Service Leave Act 1992*, which currently accrues at the rate of 13 weeks per 15 years continuous service.

32.2 The taking of Long Service Leave will operate in accordance with the Primus Telecom Long Service Leave policy located on Primus Intranet.

33. PERSONAL LEAVE

33.1 Amount of Paid Personal Leave

33.1.1 Paid Personal Leave is available to an employee, other than a casual employee, when they are absent:

(i) due to personal illness or injury (taken as **Sick Leave**); or

(ii) for the purposes of caring for an immediate family or household member who is sick and requires the employee's care and support (taken as **Carer's Leave**).

33.1.2 A full time employee is entitled to 75 hours personal leave for each year of employment. Please refer to the below table:

Length of time worked for Primus	Hours accrual for full time employee
One month	6.25 hours
Two months	12.5 hours
Three months	18.75 hours
Four months	25 hours
Five months	31.25 hours
Six months	37.5 hours
Seven months	43.75 hours
Eight months	50 hours
Nine months	56.25 hours
Ten months	62.5 hours
Eleven months	68.75 hours

Twelve Months

75 hours

33.2 Accumulation of Personal Leave

Personal leave accrues on a pro rata basis and is calculated fortnightly and is cumulative.

33.3 Definitions

The term "immediate family" includes

- (i) Spouse (including a former spouse, a de facto spouse and a former de facto spouse) of the employee. A de facto spouse means a person of the opposite, or same sex who lives with the employee as his or her husband or wife, or same sex partner, on a bona fide domestic basis; and
- (ii) Child or an adult child (including an adopted child, a step child or an exnuptial child), parent, grandparent, grandchild or sibling of the employee or spouse of the employee.

33.4 Access to personal leave

Employees may access personal leave for the purposes of sick leave or carers leave. After the first five months of service, an employee must be paid for any sick leave to which they were not entitled, due to insufficient service, up to a maximum of 37.5 hours provided that if employment with Primus is terminated, any sick leave in arrears be deducted from the employees' final pay.

33.4.1 Applications for the above reimbursement must be made in writing by the employee to the payroll office along with submission of appropriate documentation to substantiate absences.

33.5 The effect of workers' compensation

If an employee is receiving workers' compensation payments, they are not entitled to sick leave.

33.6 Employee must give notice

The employee must, as soon as reasonably practicable and prior to the ordinary hours of the first day of such absence, inform their supervisor or department manager of their inability to attend for duty and the estimated duration of the absence.

33.6.1 Notice Required For Sick Leave

When providing notice of intention to access Sick Leave, the employee must, to the extent that is practicable, state the nature and estimated length of the injury or illness

3.6.2 Notice Required for Carer's Leave

When providing notice of intention to access Carer's Leave, the notice must include:

- (i) the name of the person requiring care and support and their relationship to the employee;
- (ii) the reasons for taking such leave; and
- (iii) the estimated length of absence.

The employee must, if required, establish by production of a medical certificate from a registered health practitioner or statutory declaration, the illness of the person concerned and that such illness requires care by another.

33.7 Evidence supporting claim

To be eligible for payment of Personal Leave (whether Sick or Carer's Leave), an employee must as far as reasonably practicable, produce a medical certificate from a registered health practitioner to the satisfaction of the employer in the following instances:

- (i) Single day absences - on the 3rd occasion of a single day absence, and all single day absences thereafter in that year. The single day absences are not cumulative;
- (ii) Multiple day absences - on any occasion where an employee has 2 or more consecutive days off sick;
- (iii) The working day before or after a public holiday,
- (v) Personal Leave without pay - in the event an employee uses all accrued Personal Leave entitlements, and requires more time off due to illness, they shall be required to produce a medical certificate on such occasions. They will not be paid for those days.

33.7.1 A statutory declaration may only be provided if it is unreasonably practical to provide a medical certificate/s, and when provided, must outline the reason as to why it was unreasonably practical to provide a medical certificate

33.8 Unpaid Carer's Leave

An employee who has exhausted all of their paid personal leave entitlements, may access up to 2 days unpaid carer's leave on each occasion required (NES) An employee may take additional unpaid carer's leave by agreement with Primus.

34. COMPASSIONATE LEAVE

34.1 An employee is entitled to up to 22.5 hours paid Compassionate Leave on each occasion and on production of satisfactory evidence (if required by Primus) :

- i) for the purposes of spending time with a member of the employee's immediate family or household who has an illness or injury that poses a serious threat to their life ,or
- ii) after the death of a member of the employee's immediate family or household

34.1.1 Immediate family or household includes any person who falls within the definition as described at clause 30.3.

34.2 Part time employees are entitled to pro rata payments in accordance with their part-time hours.

35. PARENTAL LEAVE

35.1 Subject to the terms of this clause, employees are entitled to Parental Leave, which comprises three sub-categories, being Maternity Leave, Paternity/Supporting Partner Leave and Adoption Leave and to work part-time in connection with the birth or adoption of a child.

35.2 The provisions of this clause apply to full-time, part-time and eligible casual employees, but do not apply to other casual employees.

35.3 Definitions

An "eligible casual employee" has the meaning given to it in Part 2-2, Division 5 of the Fair Work Act 2009.

35.4 Basic entitlement

35.4.1 After 12 months continuous service an employee is entitled to up to 52 weeks unpaid parental leave in relation to the birth or adoption of their child. Where both parents or care givers take parental leave concurrently, the 52 weeks is shared between them. Paid Maternity Leave, paid Supporting Partner/Paternity Leave and paid Adoption Leave may also be taken under this Agreement. Provided the employee has completed 12 months service

35.4.2 An employee may request an extension of unpaid parental leave under 32.4.1 for up to a further 12 months.

35.4.3 A eligible female employee shall be entitled to 7 weeks paid Maternity Leave

35.4.4 An eligible employee is entitled to an unbroken period of up to one week paid Supporting Partner/Paternity leave at the time of the birth or placement of the child;

35.4.5 An eligible employee is entitled to 7 weeks paid Adoption Leave for the primary caregiver of the child.

35.5 MATERNITY LEAVE

35.5.1 An employee must provide notice to Primus in advance of the expected date of commencement of parental leave. The notice requirements are:

(a) of the expected date of confinement (included in a certificate from a registered medical practitioner stating that the employee is pregnant) - at least ten weeks;

(b) of the date on which the employee proposes to commence maternity leave and the period of leave to be taken - at least six weeks.

35.5.2 When the employee gives notice under 35.5.1(a) hereof the employee must also provide a statutory declaration stating particulars of any period of paternity leave sought or taken by her spouse and that for the period of maternity leave she will not engage in any conduct inconsistent with her contract of employment.

35.5.3 An employee will not be in breach of this clause if failure to give the stipulated notice is occasioned by confinement occurring earlier than the presumed date.

35.5.4 Subject to clause 35.9 hereof and unless agreed otherwise between the employer and employee, an employee may commence parental leave at any time within six weeks immediately prior to the expected date of birth.

35.5.5 Where an employee continues to work within the six week period immediately prior to the expected date of birth, or where the employee elects to return to work within six weeks after the birth of the child, an employer may require the employee to provide a medical certificate stating that she is fit to work on her normal duties.

35.6 SPECIAL MATERNITY LEAVE

35.6.1 Where the pregnancy of an employee not then on maternity leave terminates, other than by the birth of a living child within 28 weeks of the expected date of birth, then the employee may take unpaid special maternity leave of such periods as a registered medical practitioner certifies as necessary.

35.6.2 Where an employee is suffering from an illness not related to the direct consequences of the confinement, an employee may take any paid sick leave to which she is entitled in lieu of, or in addition to, special maternity leave.

35.6.3 Where an employee not then on maternity leave suffers illness related to her pregnancy, she may take any paid sick leave to which she is then entitled and such further unpaid special maternity leave as a registered medical practitioner certifies as necessary before her return to work. Subject to 35.4.2 the aggregate of paid sick leave, special maternity leave and parental leave, including parental leave taken by a spouse, may not exceed 52 weeks.

35.6.4 Where leave is granted under clause 32.6.1 hereof, during the period of leave an employee may return to work at any time, as agreed between the employer and the employee provided that time does not exceed four weeks from the recommencement date desired by the employee.

35.7 ADOPTION LEAVE

An employee who is to be the primary care giver is entitled to paid adoption leave in accordance with the paid maternity leave provisions of this agreement

35.7.1 The employee will notify the employer at least ten weeks in advance of the date of commencement of adoption leave and the period of leave to be taken. An employee may commence adoption leave prior to providing such notice, where through circumstances beyond the control of the employee, the adoption of a child takes place earlier.

35.7.2 Before commencing adoption leave, an employee will provide the employer with a statutory declaration stating:

(a) the employee is seeking adoption leave to become the primary care-giver of the child;

(b) particulars of any period of adoption leave sought or taken by the employee's spouse; and

(c) that for the period of adoption leave the employee will not engage in any conduct inconsistent with their contract of employment.

35.7.3 An employer may require an employee to provide confirmation from the appropriate government authority of the placement.

35.7.4 Where the placement of a child for adoption with an employee does not proceed or continue, the employee will notify the employer immediately and the employer will nominate a time not exceeding four weeks from receipt of notification for the employee's return to work.

35.7.5 An employee will not be in breach of this clause as a consequence of failure to give the stipulated periods of notice if such failure results from a requirement of an adoption agency to accept earlier or later placement of a child, the death of a spouse, or other compelling circumstances.

35.7.6 An employee seeking to adopt a child is entitled to unpaid leave for the purpose of attending any compulsory interviews or examinations as are necessary as part of the adoption procedure. The employee and the employer should agree on the length of the unpaid leave. Where agreement cannot be reached, the employee is entitled to take up to two days unpaid leave. Where paid leave is available to the employee, the employer may require the employee to take such leave instead.

35.8 Variation of period of parental leave

Unless agreed otherwise between the employer and employee, an employee may apply to their employer to change the period of parental leave on one occasion. Any such change to be notified at least four weeks prior to the commencement of the changed arrangements.

35.9 Parental leave and other entitlements

An employee may in conjunction with parental leave, access any annual leave or long service leave entitlements, which they have accrued subject to the total amount of leave not exceeding 52 weeks.

35.10 Transfer to a safe job.

35.10.1 Where an employee is pregnant and, in the opinion of a registered medical practitioner, illness or risks arising out of the pregnancy or hazards connected with the work assigned to the employee make it inadvisable for the employee to continue at her present work, the employee will, if the employer deems it practicable, be transferred to a safe job at the rate and on the conditions attaching to that job until the commencement of maternity leave.

35.10.2 For the purposes of this clause, if Primus does not deem the transfer to a safe job reasonably practicable, the employee may take paid leave for such a period as is certified necessary by a registered medical practitioner.

35.11 Returning to work after a period of parental leave

35.11.1 An employee will notify of their intention to return to work after a period of parental leave at least four weeks prior to the expiration of the leave.

35.11.2 An employee will be entitled to the position which they held immediately before proceeding on parental leave. In the case of an employee transferred to a safe job pursuant to clause 35.10.1, the employee will be entitled to return to the position they held immediately before such transfer.

35.11.3 Where such position no longer exists but there are other positions available which the employee is qualified for and is capable of performing, the employee will be entitled to a position as nearly comparable in status and pay to that of their former position.

35.11.4 After a period of long parental leave, employees have the right to request an extension of unpaid parental leave up to an additional 12 months in the case of the primary care giver of the child. Primus shall not unreasonably refuse such a request subject to operational requirements of the business.

35.11.5 After a period of parental leave employees have the right to request a return to work on a part time basis until the child reaches school age. Primus shall not unreasonably refuse such a request subject to operational requirements of the business and the nature of the role.

35.12 Replacement employees

35.12.1 A replacement employee is an employee specifically engaged or temporarily promoted or transferred, as a result of an employee proceeding on parental leave.

35.12.2 Before an employer engages a replacement employee the employer must inform that person of the temporary nature of the employment and of the rights of the employee who is being replaced.

36. JURY SERVICE

36.1 A full-time employee required to attend for jury service during the employee's

ordinary working hours shall be reimbursed by Primus an amount equal to the difference between the amount paid in respect of attendance for such jury service and the amount of wage the employee would have received in respect of the ordinary time the employee would have worked had the employee not been on jury service.

36.2 Where a part-time employee is required to attend for jury service and such attendance coincides with a day on which the employee would normally be required to work, payment shall be made to the employee in accordance with 36.1 hereof.

36.3 An employee shall notify the employer as soon as possible of the date upon which the employee is required to attend for jury service. Further, the employee shall give the employer proof of attendance, the duration of such attendance and the amount received in respect of such jury service.

36.4 Where a casual employee is required to attend for jury service and such attendance coincides with a day on which the employee would have been required to work, payment shall be made to the employee in accordance with 36.1 hereof.

37. PUBLIC HOLIDAYS

37.1 An employee, other than a casual employee, will receive holidays on the following days:

(i) New Year's Day, Good Friday, Easter Saturday, Easter Monday, Christmas Day and Boxing Day; and

(ii) the following days (as prescribed in the relevant States, Territories and localities), Australia Day, Anzac Day, Queen's Birthday and Eight Hours' Day or Labour Day

37.2 Primus may request (in accordance with the Fair Work Act 2009) an employee to work a public holiday to ensure continuity of business. Any employees requested to work on Public Holidays will be given at least 28 days notice of that requirement.

37.3 When Christmas Day is a Saturday or a Sunday, a holiday in lieu thereof will be observed on 27 December.

37.4 When Boxing Day is a Saturday or a Sunday, a holiday in lieu thereof will be observed on 28 December.

37.5 When employees work on Christmas Day or Boxing Day and that day is subject to conditions described in Clauses 37.2 or 37.3, then those employees working on Christmas Day and Boxing Day will be paid at the rates described at Clause 37.9.

37.6 When New Year's Day or Australia Day is a Saturday or Sunday, a holiday in lieu thereof will be observed on the next Monday.

37.7 Where in a State, Territory or locality, public holidays are declared or prescribed on days other than those set out in 37.1, 37.2 and 37.3 above, those days will constitute additional holidays for the purpose of this agreement.

37.8 Where a public holiday falls during annual leave there will be no deduction from an employee's annual leave credits for the public holiday

37.9 All time worked by an employee on a public holiday prescribed in clause 37.1 will be paid for at the rate of double time and one half for the hours worked, with a minimum of four hours additional pay.

37.10 An employee may refuse a request to work on a public holiday in accordance with the Fair Work Act if the request is not reasonable having regard to the following;

(a) the nature of the workplace or enterprise including its operational requirements, and the nature of the work performed by the

- employee
- (b) the employee's personal circumstances, including family responsibilities
- (c) whether the employee could reasonably expect that Primus might request work on a public holiday
- (d) the amount of notice by Primus of the request to work on a public holiday, and by the employee of the refusal of the request
- (e) other factors contained in the NES

38. STAND DOWN OF EMPLOYEES

38.1 Primus Telecom may deduct payment for any day or part of a day on which any employee cannot be usefully employed for any cause for which Primus Telecom cannot reasonably be held responsible but excluding slackness of trade.

38.2 In respect of a deduction under clause 38.1:

- (i) Service is not to be considered broken merely because employees have been stood down pursuant to this provision;
- (ii) Continuity of service is to be protected for the purpose of annual leave, holidays and sick pay, as provided by this agreement; and
- (iii) Employees allowed or required to commence work at the usual starting time on any day shall be paid for at least four hours, and where they are called upon to attend for duty twice on any one day they shall be paid not less than a full day's pay.

ATTACHMENT A - SALARY CLASSIFICATION AND RATES TABLE

		4%	3%	2.5%
	Job Titles	1/1/11	1/1/12	1/1/13
Grade 1	Administration Officer Churn Consultant Data Entry Consultant Inbound Sales Consultant Receptionist Order Entry Consultant	\$37,247 \$42,833	\$38,364 \$44,118	\$39,324 \$45,221
Grade 2	Billing Officer Churn Consultant Consumer Credit & Collections Consumer Customer Service Consumer Fraud Consultant Consumer Tech Support Level 1 Outbound Sales Consultant	\$39,907 \$45,893	\$41,104 \$47,270	\$42,132 \$48,452
Grade 3	Billing Analyst Churn Investigations Officer Consumer Workflow Consultant Consumer Tech Support Level 2 Corporate Credit and Collections Corporate Customer Service Correspondence Consultant Rating Officer	\$42,567 \$48,953	\$43,844 \$50,422	\$44,940 \$51,683
Grade 4	Business Service Delivery Consultant Corporate Tech Support Consultant Customer Engineering & ECS Customer Relations consultant	\$45,229 \$52,014	\$46,586 \$53,574	\$47,751 \$54,913
Grade 5	Team Manager	\$49,286 \$58,157	\$50,765 \$59,902	\$52,034 \$61,400

Attachment B - CLASSIFICATION DESCRIPTIONS

Grade 1

ACCOUNTABILITY

Employees at this level are responsible for providing a service, undertaking routine tasks or facilitating sales transactions sourced from an inbound queue, through the application of established policies and procedures. This involves solving routine problems within defined parameters. Work tends to be monitored task by task under close/general supervision.

Indicative Roles & Responsibilities

- The employee meets customer needs, both internally and externally through some or all of:
- Using common call centre telephone and computer technology in receiving incoming enquiries and making outgoing contact
- Interacting with Primus systems to input and access the data,
- Working in a team,
- Managing their own work under guidance,
- Interacting with Primus systems to input data to fill customer orders,
- Receiving and actioning incoming sales enquiries,
- Undertaking routine administrative tasks.
- The employee provides at least one specialised service to customers such as sales and advice for products or services, complaints or fault enquiries or data collection for surveys.
- The employee complies with company policies and procedures.

Knowledge & Qualifications

Typically, employees would require a minimum of year 11 for entry at this level. Training would include the acquisition of technical skills, based on call centre technology and business skills around company policies and procedures. An employee who holds a AQF Certificate II in Telecommunications (Customer Contact) (ICT20499) or equivalent would be classified at this level when employed to use the skills and knowledge acquired through that training.

Grade 2

ACCOUNTABILITY

Employees at this level are responsible for performing work in line with the established policies and procedures with some scope to vary the work approach. This involves solving routine problems within clearly defined parameters and applying analytical skills or drawing on information from a number of systems would be required to solve a problem. Some employees at this level are responsible for initiating sales, through to completion in line with established policies and procedures. Applying proven sales skills and drawing on information from a number of systems would be required to complete transactions. Work is carried out under routine supervision.

Indicative Roles & Responsibilities

Employees at this level are required to satisfy customer needs through applying skills to specific areas of expertise across a broad product range by some or all of the following:

- Receiving calls, using common call centre telephone and computer technology,

- Entering and retrieving data, working in a team, managing own work under guidance,
- Ensuring the customer is aware of service and product offerings in potential churn situations.
- Performing a number of functions within a customer contact operation requiring a diversity of competencies including:
- Providing multiple specialised services to customers such as complex sales and service advice for a range of products or services, resolution of most customer enquiries difficult complaint and fault inquiries, deployment of service staff.
- Providing a limited amount of leadership to less experienced employees.
- Interacting with Primus systems to access the data necessary to address customer requirements in relation to home Internet enquiries.
- The application of telecommunications technology in receiving incoming enquiries.
- Use of technical knowledge to provide advice on basic configuration
- Interacting with Primus systems to input data to fill customer orders.
- The application of telecommunications technology in generating outbound sales.
- Utilising proven outbound sales techniques.
- Reconciling data files to enable billing cycle to be completed.
- Strictly adhering to billing schedule.
- Assisting customer service consultants resolve billing enquiries
- Initiate contact with customers to resolve outstanding accounts.

Knowledge & Qualifications

Building on the training in Grade 1, the additional training would be through in-depth training in a particular adjunct field or through training across broader areas to respond to commonly encountered customer enquiries. Training would include the acquisition of technical skills, based on call centre technology, and business skills around company policies and procedures. Training also includes the acquisition of intermediate pc skills and a working knowledge of selected internal systems. The ability to adhere to processing deadlines is required. Experience gained in a sales environment may be required.

An employee who holds a AQF a Certificate III in Telecommunications (Customer Contact) (ICT 30599) or equivalent would be classified at this level when employed to perform the functions in the Role Definitions.

Grade 3

ACCOUNTABILITY

Employees apply advanced knowledge gained in a specific area where problem solving is a key requirement of the role. The emphasis would be on resolving complex issues that are unable to be dealt with at the preceding levels. Work is carried out under general supervision. The emphasis would be on ensuring that data generated reflects service offer. Work is carried out under general supervision.

Indicative Roles & Responsibilities

An employee at this level:

- Receives calls, uses common call centre telephone and computer technology, enters and retrieves data, works in a team, manages own work under guidance;
- Investigate and research particular matters and correspond with customers on more complex issues.

- Liaises with Internal departments and external companies and government agencies resolving outstanding customer matters.
- Provides limited leadership to less experienced employees.
- The role may involve resolving escalated issues in order to retain customers.
- Ensuring corporate customer enquiries and the provision of telephone service delivery are actioned in accordance with their contractual arrangements (where appropriate to the role)
- Provides a first point of reference for Technical Support Level 1 employees.
- Researches a particular case and applying problem solving skills to determine a course of action.
- Applies technical skills to enable customers to connect to the Primus network.
- Organises workplace information
- Produce business documents
- Recommends products and services
- Delivers and monitors a service to customers
- Works within defined parameters to assign pricing to customer accounts.
- Often work to specific deadlines in finalising matters relating to bill runs or accounts received.
- Employees at this level resolve issues by;
- Monitoring receipt of data relating to call traffic, Internet sessions and events to ensure the appropriate rate is applied.
- Reporting on traffic and usage volumes.
- Resolving rate enquiries
- In addition to the roles performed by a level 2 employee, an employee at this level provides a point of escalation for customer complaints.

Knowledge & Qualifications

Training at this level would enable employees to resolve more complicated customer enquiries through knowledge of concepts, processes and activities. It may also include knowledge of the workings of government departments relevant to the telecommunications industry. The ability to prepare formal correspondence at this level is essential. Additional learning is gained through complex problem solving and troubleshooting commonly derived from customer enquiries. An in depth knowledge of systems and how they interrelate is required as well as the ability to solve non-routine problems. A thorough knowledge of the ratings data base is required where that accountability exists: An employee who holds a AQF a Certificate III in Telecommunications (Customer Contact) (ICT 30599) or equivalent would be classified at this level when employed to perform the functions in the Role Definitions.

Grade 4

ACCOUNTABILITY

Employees apply advanced knowledge gained in a specific area where problem solving is a key requirement of the role. The emphasis would be on resolving complex Business or Consumer customer issues applying specialised skills and knowledge. The emphasis may be on resolving all technical issues arising from business internet connections. Work is carried out requiring general supervision.

Indicative Roles & Responsibilities

An employee at this level:

- Receives calls, uses common call centre telephone and computer technology, enters and
- retrieves data, works in a team, manages own work under guidance,

- Works at a high level of autonomy with authority to take decisions in relation to specific customer contact matters
- Often work to specific deadlines in finalising matters arising from TIO intervention.
- Provides leadership in a role as coach, mentor or senior staff member
- Provides services to customers involving a high level of produce or service knowledge as autonomously acquired
- Uses multiple technologies such as telephony, Internet services and face to face contact
- Takes responsibility for the outcomes of customer contact and rectifying complex situations involving emergencies, substantial customer complaints and faults, disruptions of service or customer dissatisfaction
- Provides support to staff on matters requiring greater investigation or interpretation.
- Employees at this level may communicate with business customers.
- Researching a particular case and applying problem solving skills to determine a course of action.
- Applying technical skills to enable business customers to connect to the Primus network.
- Organises workplace information
- Produce business documents
- Maintain business resources
- Maintain financial records
- Maintain a general ledger
- Often work to specific deadlines in finalising matters relating to accounts received.

Knowledge & Qualifications

A sound knowledge of Primus policies and procedures and a good knowledge of call centre technologies and Primus products and systems is required. Employees are required to demonstrate skills in leadership principles, including problem solving, conflict resolution, planning and team development. Building on the training in Grade 2 and 3, the additional learning is gained through complex problem solving and troubleshooting commonly derived from non-residential customer enquiries. An in-depth knowledge of systems and how they interrelate is required as well as the ability to solve non-routine problems

Grade 5

ACCOUNTABILITY

Employees at this level are responsible for leading and developing a team in providing customer service and technical support for products and services consistent with established quality standards. There is a high degree of autonomy in the role with authority to make decisions in relation to specific customer matters.

Indicative Roles & Responsibilities

Employees at this level assist their teams satisfy customer needs by:

- Leading and developing a team of customer service, technical support, sales or retention,
- administrative, billing, data entry or churn staff
- Ensuring a positive, professional and pro-active attitude to customer enquiries is maintained.
- Providing support to staff on matters requiring greater investigation or interpretation.

- Developing a team based work environment.
- Accountable for achievement of team KPI's.

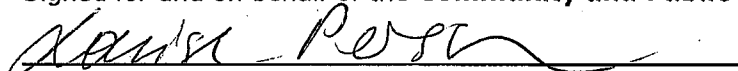
Knowledge & Qualifications

A sound knowledge of Primus policies and procedures and a good knowledge of call centre technologies and Primus products and systems is required. Employees are required to demonstrate skills in leadership principles, including problem solving, conflict resolution, planning and team development. An employee who holds a Certificate IV in Telecommunications (Customer Contact) (ICT40599) or equivalent would be classified at this level when employed to perform the functions in the Indicative Roles and Responsibilities.

Interpretation

Indicative tasks: The indicative tasks in each of Grades 1.- 5 are aligned to the units of competency in the Information Technology and Telecommunications Industry Training Advisory Board's endorsed competency standards in the Telecommunications Training Package (ICT2002). In the event of a dispute over the meaning of the indicative tasks the relevant standards will be used to assist interpretation.

Signed for and on behalf of the **Community and Public Sector Union**

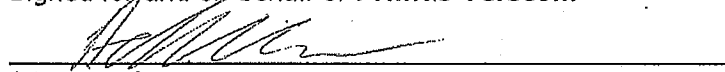

(signature)

Louise Persse
(name)

Assistant National Secretary (PSU Group)
(title)

DATED THIS 3 DAY OF March 2011

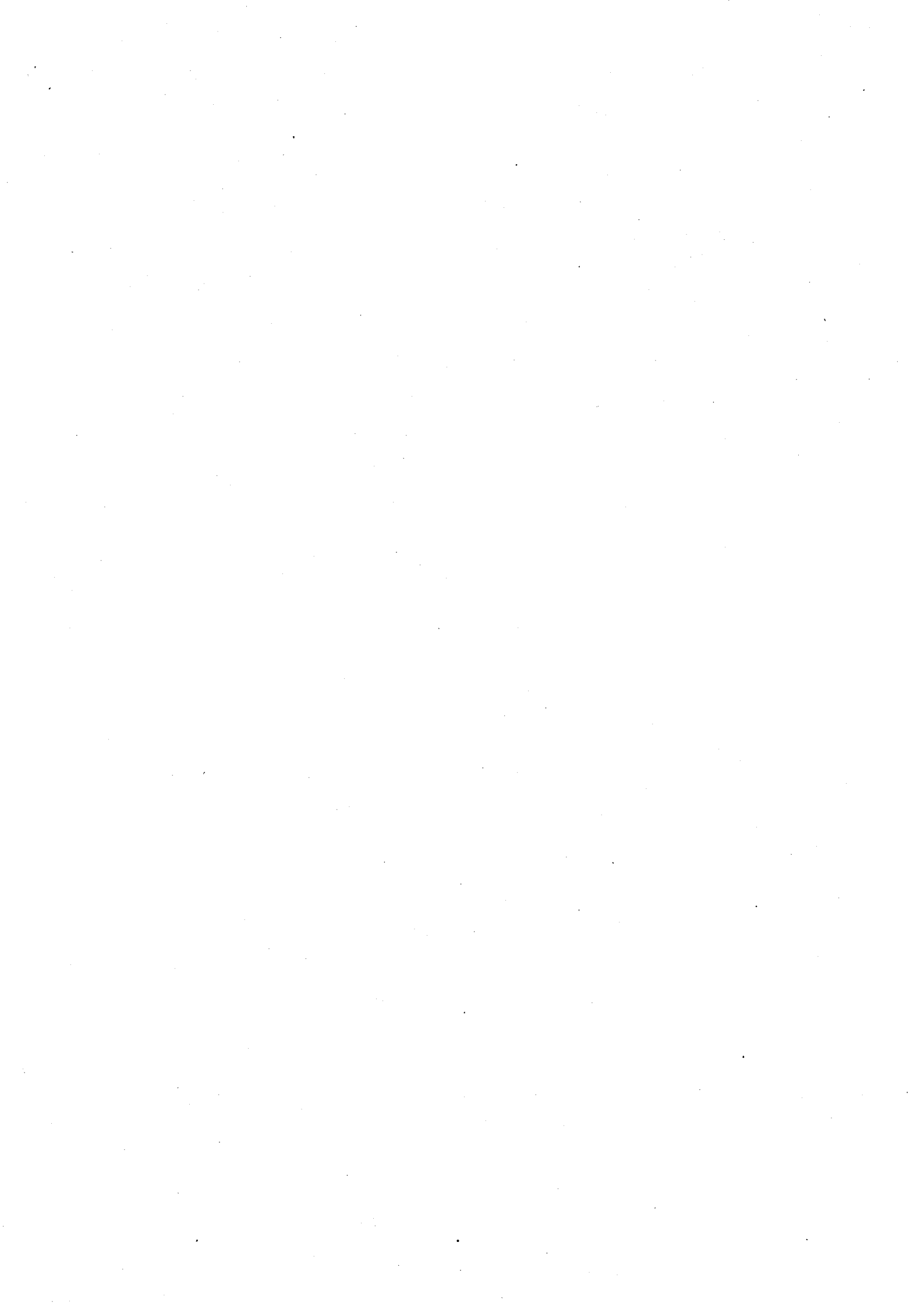
Signed for and on behalf of **Primus Telecom**


(signature)

Adam Kumar
(name)

Human Resources Manager
(title)

DATED THIS 3 DAY OF MARCH 2011



COUNSELLING FOR IMPROVED PERFORMANCE - Policy

Like all employers, Primus expects that its employees are productive and conduct themselves in the workplace in a way that fosters a harmonious, friendly and safe environment. It also understands and is proud of the fact that its employees come from a diverse range of cultures, age groups and backgrounds. One of the challenges of such a diverse workforce is ensuring that the standards of work performance and personal conduct are maintained. This policy seeks to ensure that all employees understand what interventions can be expected when reasonable standards are not met.

Counselling may occur for a variety of reasons, but most often the reasons fall into the following broad categories:

- **Decline in performance.**

Generally, counselling will not be instigated due to short-term drops in performance, especially where the employee's performance over the long term has been good. Consistent failure to achieve key results or targets, or repeated mistakes which have previously been brought to the employee's attention, will be typical examples of the need for informal counselling.

- **Episodes of unacceptable behaviour.**

Rude, aggressive or insolent behaviour to customers, peers or managers will never be accepted and counselling is likely to happen at the first sign of such behaviour.

- **Absenteeism or poor timekeeping.**

Clear guidelines are in place in respect of reporting absences, providing supporting documentation and keeping time. One off instances of lateness or days away can be accommodated, but patterns of absences or other ongoing attendance problems will certainly result in the commencement of counselling.

- **Concerns about an individual's well being or the well being of others.**

An employee's demeanour, health and levels of anxiety are all important factors that good supervisors are constantly monitoring. Where a supervisor notices changes in demeanour, signs of deteriorating health or heightened levels of anxiety from an employee, early intervention and informal counselling are often appropriate.

- **Career guidance.**

Often a very positive counselling intervention occurs when a supervisor and employee discuss the employee's overall 'fit' within the workgroup, satisfaction with their role, or aspirations for career development. This often leads to changes in the work structure, new or varied tasks or assistance to find a more satisfying role.

Counselling for improved performance is a reality in all workplaces, but requires skill, tact and diplomacy on the part of supervisors, and a willingness on the part of the employee to take on board the recommendations that their supervisor makes. Primus encourages the counselling process to be open and transparent, and genuinely intends this process to be a tool to enable its employees reach their full potential.

The following procedures are to be followed at all times when undertaking a counselling process.

UNDERTAKINGS BY PRIMUS TELECOMMUNICATIONS (AUSTRALIA) PTY LTD

In accordance with section 190 of the *Fair Work Act 2009* (Cth) and regulation 2.07 of the *Fair Work Regulations 2009* (Cth), Primus Telecommunications (Australia) Pty Ltd undertakes that:

- (a) the ordinary hours of work for casual employees, for the purposes of the *Primus Telecom Enterprise Agreement 2011 (the Agreement)*, will be 7.5 hours per day;
- (b) the span of ordinary hours of work for casual employees, for the purpose of the Agreement, will be as set out in Clause 29.2 of the Agreement;
- (c) casual employees will be entitled to overtime rates in accordance with Clause 29.6 of the Agreement; and
- (d) the policies, procedures and guidelines referred to in Clause 7 of Agreement, other than the Counselling for Improved Performance Policy, do not form a part of the Agreement and do not vary an employee's entitlements under the Agreement. To avoid doubt Clause 7.2 means that any change to the Agreement or any change which has the effect of varying entitlements under the Agreement will require agreement between the parties and a variation to the Agreement to be approved by Fair Work Australia consistent with the Fair Work Act.

Dated the 16TH day of March 2011



Signed for and on behalf of the **Community and Public Sector Union** by its duly authorised representative:)
)
)

[Handwritten Signature]
Signature of witness

[Handwritten Signature]
Signature of authorised representative

KIM BARNES
Name of witness
(please print)

Louise Perse, Assistant National Secretary
Name of authorised representative
(please print)

VICTORIA (HEAD OFFICE)
10 / 452 FLINDERS ST
MELBOURNE, VIC 3000
P +61 3 9923 3000
F +61 3 9923 3333

NEW SOUTH WALES
3 / 1 ALFRED ST
SYDNEY, NSW 2000
P +61 2 9423 2400
F +61 2 9423 2444

QUEENSLAND
6 / 127 CREEK ST
BRISBANE, QLD 4000
P +61 7 3319 7145
F +61 7 3319 7144

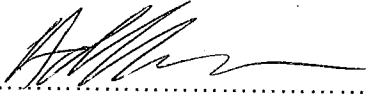
SOUTH AUSTRALIA
1 / 132 FRANKLIN ST
ADELAIDE, SA 5000
P +61 8 8423 8822
F +61 8 8423 8844

WESTERN AUSTRALIA
2 / 33 RICHARDSON ST
WEST PERTH, WA 6005
P +61 8 9463 8999
F +61 8 9463 8988

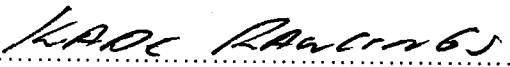
Signed for and on behalf of **Primus**)
Telecommunications (Australia) Pty Ltd ACN)
061 754 943 by its duly authorised representative:)



Signature of witness



Signature of authorised representative



Name of witness

(please print)



Name of authorised representative

(please print)