



**Stellar  
Employment  
Agreement (FV)  
2009**

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## 1 AGREEMENT TITLE

This Agreement shall be known as the Stellar Employment Agreement (FV) 2009.

## 2 OPERATION OF THE AGREEMENT

### 2.1 Agreement Coverage

This Agreement shall apply to and be binding upon:

- (i) Stellar Asia Pacific Pty Ltd (Stellar); and
- (ii) Level 1.1 Customer Service Agents who are employed at Stellar's Fortitude Valley (or any successor) site and Customer Service Managers who are responsible for a team of level 1.1 Customer Service Agents employed at Stellar's Fortitude Valley (or any successor) site, except for those employed on AWAs or ITEAs, unless: (i) their AWA or ITEA terminates after the commencement of this Agreement; and (ii) the employee gives notice in writing to Stellar of their election to be covered by the Agreement.

#### Purpose of the Agreement

The preferred mode of employment of Customer Service Agents and Customer Service Managers at Stellar has been on Australian Workplace Agreements (AWAs). Following legislative changes, AWAs have been abolished and replaced for a limited period by Individual Transitional Employment Agreements (ITEAs). However, ITEAs will also ultimately be phased out as an option for employment regulation. The primary purpose of this Agreement is to provide a continuing platform for the established employment conditions at Stellar to be offered to Level 1.1 Customer Service Agents and Customer Service Managers (who manage a team of Level 1.1 Customer Service Agents) employed at Fortitude Valley (or any successor site) who are not employed on AWAs or ITEAs. The Agreement will maintain the continuity of employment arrangements for those Agents and Managers at Stellar and provide an appropriate safety net for employees whose AWAs and ITEAs might one day cease to operate.

### 2.2 Commencement

This Agreement will commence operation on the 7<sup>th</sup> day after the date of issue of the notice by the Workplace Authority Director advising that the agreement has passed the No Disadvantage Test.

### 2.3 Duration

The nominal expiry date of this Agreement will be 5 years from the date on which it was lodged.

## 2.4 Definitions

Stellar	Stellar Asia Pacific Pty Ltd
Agreement	Stellar Employment Agreement (FV) 2009
Agent	As defined in Schedule A
Manager	As defined in Schedule A
AWA	Australian Workplace Agreement
ITEA	Individual Transitional Employment Agreement

## 3 EMPLOYMENT ARRANGEMENT

### 3.1 Types of Employment

Employment can be on a full time, part time, fixed term or casual basis.

### 3.2 Probationary Period

An employee will be advised of their probationary period prior to employment. In accordance with Stellar policy, Stellar may choose to extend an employee's probationary period by an amount of time equal to any period of leave (with the exception of E-time) taken by the employee during the employee's probationary period. An employee's probationary period inclusive of any extension period may not exceed 6 months.

Prior to the expiration of the probationary period, employment may be terminated by either the employee or Stellar without notice.

### 3.3 Location

An employee will initially be located in Fortitude Valley, Queensland.

## 4 HOURS OF WORK

### 4.1 Normal Hours of Work

An employee's normal hours of work and rest breaks will be scheduled and changed by Stellar. Wherever practicable, Stellar will give an employee at least 3 weeks notice of schedules or changes to schedules. If this is not operationally possible, schedules will be advised at the earliest opportunity. An employee is responsible for adhering to their schedule.

#### Full time

A full time employee's normal hours of work will be an average of 37.5 hours per week over a 12 month averaging period.

Thirty seven and a half hours per week are the normal hours of work that are necessary for effective performance of a full time position, given the operational requirements of Stellar's business.

### Part time

A part time employee's normal hours of work will be less than an average of 37.5 hours per week over a 12 month averaging period.

A part-time employee will receive the benefits under this Agreement on a pro rata basis to that of a full time employee.

### Fixed Term

A fixed term employee will be employed for a specified period, to work either fulltime or part-time hours.

A fixed term employee will receive annual leave and sick leave on a pro-rata basis to the yearly entitlements of a permanent full time employee.

### Casual

A casual employee will be on call to work according to the needs of Stellar. Each period of hiring is a distinct and separate engagement.

A casual employee will not have access to annual leave, sick leave or other types of paid leave.

## **4.2 Bands of Hours**

An employee will be informed prior to employment of their particular arrangement for the working of normal hours known as a "Band of Hours". As Stellar may operate 24 hours per day, 7 days per week, a band of hours may reduce the amount of time an employee is required to be available to be scheduled to work normal hours. An employee's "Band of Hours" will not be altered without the consent of the employee.

An employee will be provided with details of their "Normal Hours of Work & Band of Hours" in writing that will form part of the employee's terms and conditions of employment, for example:

- any 5 out of 7 days between the hours of 6am & 8pm

An employee may request to change their "Normal Hours of Work and or Band of Hours" at any time throughout their employment. Approval of such a request is at the discretion of Stellar based on business needs and will be provided in writing.

An employee may work other hours or pursuant to a different schedule on an ad-hoc basis by agreement with their manager.

## **4.3 Rest Breaks**

The maximum number of hours an employee can be scheduled to work is 12 hours per day. An employee must be away from the workplace for a minimum of 10 hours between shifts.

An employee will receive breaks dependant upon the length of the employee's shift ie. paid hours. Stellar will schedule breaks for an employee in accordance with the table below.

Shift Length (Paid Hours)	Paid Rest Break	Unpaid Meal Break
Less than 5 hours	15 minutes	N/A
5 hours and less than 7.5 hours	15 minutes	30 minutes
7.5 hours and up to 8 hours	2 x 15 minutes	30 minutes
More than 8 hours and less than 12 hours	3 x 15 minutes	30 minutes

#### 4.4 Additional Hours

The working of additional hours is conducted on a voluntary basis. Additional hours must be approved in advance by Stellar. Additional hours are any time worked by an employee in excess of 10 hours per day or 37.5 hours per week (or equivalent eg. 75 hours per fortnight).

Additional hours worked between midnight Sunday and midnight Saturday will be paid at the rate of time and one half of the employee's hourly rate for the first three hours. Any additional hours worked in excess of three hours on any one day will be paid at the rate of double time of the employee's hourly rate.

All additional hours worked between midnight Saturday and midnight Sunday will be paid at the rate of double time of the employee's hourly rate.

#### 4.5 Additional Payment

An employee will receive an additional payment on their hourly rate for hours worked during specified times. The additional payment will only apply to the hours actually worked that fall within the specified time period. The following table lists the specified hours attracting the additional payment and the quantum of the additional payment:

Specified Hours	Additional Payment
From 12 Midnight and before 7am every day of the week	42%
From 7pm and before 12 Midnight Monday to Saturday	20%
From 7am and before 7pm Saturday	10%
From 7am and before 7pm Sunday	25%
From 7pm and before 12 Midnight Sunday	25%

## **5 REMUNERATION**

### **5.1 Salary**

Stellar will classify the level of a role in accordance with Schedule A.

An employee will be paid the rate of pay for their classification and level.

Schedule A sets out an hourly rate of pay, and the corresponding weekly and annual salary.

Part-time and casual employees will be paid the hourly rate for their classification and level.

#### Casual Employees

A casual employee will receive a loading of 20% to compensate for the absence of leave benefits, as a casual employee will not have access to annual leave, sick leave or other like types of paid leave.

Additional payments, additional hours and public holiday penalties for a casual employee will be calculated by reference to the hourly rate only.

Stellar may decide during a casual employee's shift that the employee is not required to complete the original scheduled shift due to insufficient work. In such situations, a casual employee will receive a minimum payment of 2 hours.

### **5.2 Payment**

The payment of wages will be weekly, however the frequency of payment may change if mutually agreed by the parties.

### **5.3 Salary Review**

An employee's salary will be reviewed by Stellar on an annual basis having regard to Stellar's total operating environment that includes its commercial competitiveness, market rates and company performance.

### **5.4 Superannuation**

Stellar will make superannuation contributions and/or provide superannuation benefits in accordance with minimum statutory obligations. Contributions will be made to the Employer's Superannuation Fund, which is a complying superannuation fund, or such other complying fund nominated by the Employer or Employee.

Superannuation contributions are not paid on any type of unpaid leave or additional hours.

Stellar is not required to contribute to the statutory superannuation contributions where the salary paid to an employee in a month is less than \$450.00.

## **5.5 Incentive Plan**

An employee may participate in Stellar's incentive plan as varied from time to time. Payment of incentives will be dependant on achievement of individual and team performance and the overall profitability of Stellar.

Stellar reserves the right to offset any amounts owing to an employee against any amounts paid under the incentive plan.

## **5.6 Non-cumulative Penalty Payments**

Additional payment, additional hours & public holiday penalties are not cumulative. In circumstances where more than one penalty is applicable, only the highest penalty will apply.

# **6 LEAVE**

## **6.1 Leave Entitlement Accrual**

Annual leave and sick leave entitlements accrue on paid hours together with E-time. Annual leave and sick leave do not accrue on additional hours.

## **6.2 Annual Leave**

A full time employee may accrue up to 150 hours of paid annual leave each year. Annual leave is cumulative and is to be taken in accordance with Stellar policies.

With Stellar's agreement, an employee may elect in writing to cash out up to 2 weeks of their annual leave accrual in any 12 month period.

## **6.3 Sick Leave**

A full time employee may accrue up to 75 hours paid sick leave each year. Sick leave may be used for sick leave or carers' leave purposes, and is to be taken in accordance with Stellar policies.

Unused sick leave will accumulate from year to year, but is not payable on termination of employment.

## **6.4 Long Service Leave**

Long service leave will be in accordance with State Legislation and Stellar Policies. An employee may elect, with Stellar's agreement, to cash out some or all of an employee's long service leave entitlement.

## **6.5 Parental Leave**

An employee will be provided with parental leave (maternity, paternity and adoption) in accordance with legislation and Stellar policies.

### Maternity Leave

An employee may take up to 52 weeks unpaid leave for the purposes of Maternity Leave. If an employee has 12 months continuous service the employee will be entitled to the first 6 weeks of their Maternity Leave to be paid.

### Paternity Leave

An employee whose spouse gives birth may take up to 4 weeks unpaid leave for the purposes of Paternity Leave. If an employee has 12 months continuous service the employee will be entitled for the first three days of their Paternity Leave to be paid.

### Adoption Leave

In the situation of a newly adopted child an employee is entitled to the same leave entitlements as Maternity or Paternity.

## **6.6 Compassionate Leave**

An employee has access to up to 5 days paid leave per occurrence for the death of their spouse/partner, child, immediate family member (parent, sister, brother, grandparent, grandchild) or household member and up to 3 days paid leave per occurrence for the death of an immediate family member of the employee's spouse/partner.

An employee is also entitled to 2 days paid leave in accordance with Stellar policy, for each occasion if a member of their immediate family or household contracts a personal illness or sustains a personal injury, which poses a serious risk to life.

## **6.7 Jury Duty**

An employee who performs jury duty during their normal hours of work will be paid the difference between their hourly rate of pay and any amount they receive for performing jury duty.

## **6.8 Public Holidays**

Given the nature of Stellar's business and the role of an employee contracted under this Agreement, it is reasonable that an employee may be required by Stellar to work on a gazetted public holiday. When an employee works on a gazetted public holiday the employee may choose to be paid double time for time worked, or a day in lieu.

If Stellar does not require a fulltime or part time employee to work a public holiday and it is not a scheduled day off (ie. it would result in a short fall of the employees contracted hours) the employee will receive single time for the public holiday.

#### **6.9 Excused Unpaid Time (E-time)**

An Agent may volunteer for Excused Unpaid Time (E-time). The approval of E-time is at the discretion of Stellar and is based on business requirements.

#### **6.10 Leave without Pay**

Leave without pay is for a period of time up to 4 weeks. An employee may apply for leave without pay, and the approval is entirely at the discretion of Stellar based on business requirements. Leave entitlements do not accrue during periods of leave without pay.

#### **6.11 Leave of Absence**

A leave of absence is unpaid and is for a period of time in excess of 4 weeks. An employee who has at least 12 months of continuous service with Stellar may apply for a leave of absence. The approval of a leave of absence is entirely at the discretion of Stellar based on business requirements. Leave entitlements do not accrue during periods of leave of absence.

## **7 EMPLOYMENT SEPARATION**

### **7.1 Termination of Employment**

An employee's employment may be terminated by Stellar giving notice in accordance with the following scale:

<b>Employee's period of continuous service with Stellar</b>	<b>Period of notice</b>
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

An employee who is over 45 and who has two or more years' continuous service, is entitled to an additional week's notice.

An employee may be required to remain in Stellar's service for all or part of the notice period, or receive pay in lieu of notice.

Stellar may terminate an employee's employment summarily if, in Stellar's opinion, an employee commits any act of gross misconduct or commits any serious breach of Stellar policies or the terms and conditions of their employment. In the event of such termination, an employee will receive remuneration to the date of their termination.

Upon termination of employment, Stellar may offset any amounts owing by an employee to Stellar against any amounts otherwise payable to the employee upon termination.

## 7.2 Resignation

An Agent may terminate their employment by giving at least two weeks written notice.

A Manager may terminate their employment by giving at least four weeks written notice.

An employee may be required by Stellar to remain in Stellar's service for all or part of the notice period, or receive pay in lieu of notice.

## 7.3 Redundancy

If Stellar terminates an employee's employment due to redundancy (for example, in the case of non-renewal of client contract) and there are no other positions to which the employee may be reassigned, the employee will receive, in addition to any notice or payment in lieu of notice, a severance payment in accordance with the below table in respect to the employee's period of continuous service:

Period of continuous service	Severance pay
Not more 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	12 weeks' pay

A "week's pay" is the employee's hourly rate of pay multiplied by their contracted weekly hours.

A fixed term employee is not entitled to any severance payment in the case of termination by redundancy. Redundancy does not apply to a casual employee.

### Reassignment

An employee will not be entitled to redundancy payments if Stellar reassigns the employee to an acceptable alternative role within Stellar, or obtains for an employee an acceptable alternative role with another employer.

For the purposes of this clause, an 'acceptable alternative role':

- is one which in Stellar's opinion the employee is suitably qualified and experienced to perform; and
- has the same number of hours of work as the employee's original role, although the band of hours may be different.

Where the alternative role is of the same classification at a lower level than the employee's current position, the role will not be an acceptable alternative role unless the employee's salary is maintained.

## 7.4 Employment Separation Exceptions

### Casual Employment

Each period of hiring is a distinct and separate engagement.

### Fixed Term

A fixed term employee's employment may be terminated by Stellar :-

- (a) without notice if an employee commits any act of gross misconduct or commits any serious breach of Stellar policies or the terms and conditions of their employment;
- (b) upon the giving of one week's notice and subject to the Act:-
  - (1) due to redundancy (for example, in the case of non-renewal of a client contract);
  - (2) where Stellar determines that an employee has not met the minimum performance criteria for their role; or
  - (3) misconduct of any kind, except that no notice is required if the employment is terminated during the probationary period.

## 8 OTHER MATTERS

### 8.1 Policies and Procedures

An employee is required to abide by the policies, procedures, and processes of Stellar, as varied or added to from time to time. These policies, procedures and processes will be made available to an employee upon request, to their manager. In addition, an employee must comply with the individual policies, procedures, and processes of the business to which they are assigned.

### 8.2 Resolving Disagreements

If any disagreement arises about an employee's employment or the terms of this Agreement, it shall be addressed by applying the Stellar Grievance Policy.

### 8.3 Anti Discrimination Clause

The parties to this Agreement agree that:

- it is their intention to respect and value the diversity of the work force by helping to prevent and eliminate discrimination at their enterprise 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; and
- any dispute concerning these provisions and their operation will be progressed initially under Stellar Policies; and nothing in these provisions allows any treatment that would otherwise be prohibited by anti-discrimination provisions in applicable Commonwealth, State or Territory legislation.

## SCHEDULE A - Stellar Employment Agreement (FV) 2009

### Role Classifications, Level and Minimum Pay Rates

There are 2 role classifications that are covered by this agreement:

1. Customer Service Agent (Level 1.1)
2. Customer Service Manager

<b>Customer Service Agent</b>			
<b>Level 1.1</b>	<b>Basic level of customer contacts and or transactions</b>		
<b>Description</b>	High volume, short duration, inbound customer service call types.		
<b>Responsibility</b>	<ul style="list-style-type: none"> <li>• Provide customer service, may include basic sales</li> <li>• May include inbound calls &amp; or outbound warm calling &amp; or processing</li> <li>• Work within clearly defined limits of authority</li> <li>• Work with established company &amp; or client procedures</li> <li>• Often higher volumes of contacts &amp; or transactions</li> <li>• Meet key performance indicators</li> <li>• Adhere to company policies and procedures</li> </ul>		
<b>Training</b>	Normally, initial training is of relatively short duration including: <ul style="list-style-type: none"> <li>• Contact or transaction technology</li> <li>• One or two core systems or a variety of simple systems</li> <li>• Company and client policies and procedures</li> </ul>		
<b>Level 1.1 Minimum Pay Rate</b>	<b>Annual</b>	<b>Weekly</b>	<b>Hourly</b>
	\$31 863.00	\$612.75	\$16.34

<b>Customer Service Manager</b>			
<b>Responsibility</b>	Manage, lead, coach and develop a team of Customer Service Agents (Level 1.1) to deliver company and client expectations.		
<b>Experience and Training</b>	Company operations, strategies, objectives, policies and procedures. Customer contact technologies, work practices, commercial and advanced product/service knowledge.		
<b>Level 4 Minimum Pay Rate</b>	<b>Annual</b>	<b>Weekly</b>	<b>Hourly</b>
	\$46 449.00	\$893.25	\$23.82