

# ENTERPRISE AGREEMENT

NO: E.A. 337 /1996

DATE REGISTERED: 9-12-96

PRICE: \$ 14-00

**STREAM INTERNATIONAL (DEMAND CENTRE) ENTERPRISE**  
**AGREEMENT - 1996**

BETWEEN

**STREAM INTERNATIONAL PTY LTD**  
(ACN No 062 349 222)

AND

**DEMAND CENTRE STAFF**

1. **ARRANGEMENT**

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2. **INCIDENCE AND PARTIES BOUND**

2.1 **The Parties:** This Enterprise Agreement is made pursuant to Chapter 2, Part 3, Division 2 of the New South Wales Industrial Relations Act, 1991, and entered into on the 1996 between Stream International Pty Ltd ("the Company") and Demand Centre staff without duress.

2.2 **The Enterprise:** The enterprise for which the agreement is reached is the company known as Stream International Pty Ltd, operating from its premises located at 165 - 175 Mitchell Rd, Alexandria, NSW, 2015.

2.3 **The Occupations:** This agreement covers all staff employed by Stream in New South Wales who are classified by the company as "operational" category in the Demand Centre. This classification is noted in the employee's original offer of employment letter or subsequent written or verbal discussion. It covers full-time, part-time, and casual employees.

3. **TERM OF AGREEMENT**

This Agreement shall take effect from the date of registration and operate from the beginning of the first full pay period to commence on or after the date of registration and shall remain in force for a period of 36 months.

4. **RELATIONSHIP TO PARENT AWARD**

The type of work performed by the employees in the Demand Centre does not appear to relate to a specific award. However, the company has established the following minimum ordinary-time annual salary rates which will apply to permanent employees, except for personnel employed on special training or under government sponsored or sanctioned schemes such as "Jobstart" or "training wage", in which case the salary or wage stipulated in that scheme will apply.

| <u>Classification</u> | <u>Minimum salary per annum</u> |
|-----------------------|---------------------------------|
| Operator level A      | not less than \$18,000.00       |
| Operator level B      | not less than \$23,000.00       |
| Operator level C      | not less than \$27,000.00       |

5. **PURPOSE OF AGREEMENT**

The purpose of this agreement is to:

- facilitate flexibility in work practices and encourage employees to acquire and use new skills and work in a variety of areas, by removing barriers or demarcation imposed by traditional systems such as awards;
- remove gender bias that some awards create;
- encourage direct, open communication throughout all levels of the company;
- encourage employees of all levels to participate in their work and the development of the company;
- allow work practices to be more "family friendly" by allowing flexibility of hours worked to match business requirements;

- make pays and entitlements easy to calculate and understand.

## 6. GRIEVANCE/DISPUTE PROCEDURE

In the event that a grievance or dispute arises between the employees and the company, such grievance or dispute will be resolved in accordance with the procedure set out in Chapter 3 of the Industrial Relations Act of NSW, 1991.

## 7. DEFINITIONS

“Afternoon shift”: a shift that finishes after 7:00 p.m. and before 12:00 midnight.

“Night shift”: a shift that finishes after 12:00 midnight and before 12:00 noon.

“Ordinary pay”: the ordinary pay rate for each employee prior to this agreement is recorded in a written form in the Company's wages records maintained at the Company's Office.

## 8. HOURS OF WORK

8.1 Day work: The ordinary hours of employment for day work shall be 37½ hours each week Monday to Friday, averaged over a four [4] week period.

Shift work: The ordinary hours of employment for shift work shall be 37½ hours each week Monday to Sunday.

8.2 The ordinary hours shall be worked on not more than 5 days in any one week, except by mutual agreement between the employee and the company.

8.3 The minimum number of ordinary hours that can be worked on any day shall be 3 hours. If the employee actually works less than 3 hours, a payment of not less than 3 ordinary time hours shall be made.

8.4 Meal and break times will be flexible to suit the circumstances of the work requirements.

## 9. SHIFT WORK AND ALLOWANCES

9.1 Each employee covered by this agreement may be required to work on shift in order to meet the needs of the business. Shifts may be up to 12 hours in duration including meal breaks and they may be continuous, permanent, rotating, or a combination of any or all of these types. The minimum number of consecutive days or nights on shift will be 3 days, or less where the individual employee concerned agrees. The company may vary the length of shifts and their start and finish times at its discretion to suit business needs.

9.2 The company will give a minimum of 48 hours notice to transfer staff from day work to shift work or to change the length or pattern of shift work. A lesser period of notice may be mutually agreed between an individual employee and the appropriate manager. An employee may arrange to swap shifts with another employee providing the employee's manager agrees, and the cost to the company is not increased.

9.3 A shift loading will be payable as follows:

- "Day" shift: where a shift is nominated by the company as a day shift, no loading will apply. Where a day shift [not day work] extends beyond 7.5 hours in a day, overtime will be paid at the specified rate.
- "Afternoon" shift: where a shift is nominated by the company as being an afternoon shift, a loading of 10% will apply to pay for the entire shift.
- "Night" shift: where a shift is nominated by the company as being a night shift, a loading of 16% will apply to pay for the entire shift.
- "Permanent night" shift: where a shift is nominated by the company as being a permanent night shift, a loading of 30% will apply to pay for the entire shift. A permanent night shift is defined as one where the employee works, on night shift only, for an unbroken period of more than four weeks, without any time during the period on day work, day shift, or afternoon shift. Where the employee then works on a shift other than night, the appropriate loading will apply.

9.4 Where an employee works a day, afternoon, or night shift on a weekend, that part of the shift that falls on these days will be paid at the shift rate applicable for that time. Where the work is performed on a public holiday, the applicable overtime rate will be used. When work on a Sunday crosses into a Monday – e.g. start 7pm Sunday and finish 7am Monday – overtime applies till midnight on the Sunday, then night shift rate until 7am Monday.

## 10. OVERTIME

10.1 Day work: Overtime is defined as time worked in excess of 150 hours in a four week work period.

Shift work: Overtime will be payable when the hours actually worked exceed the length of the shift, and with the prior agreement of or at the request of the shift supervisor. For example, if an employee works 10 hours on an 8 hour shift, the time greater than the shift hours will be paid as overtime, and calculated in accordance with sub-clause 10.2 herein. No other penalties or loadings specified in the this agreement or nominated awards shall apply.

10.2 Overtime will be calculated by using a rate of 1.8 applied to the employee's ordinary time hourly rate, and multiplied by the number of overtime hours worked.

## 11. CALCULATION RELATED TO SHIFT & OVERTIME

Where the employee works on shift and then works extra time beyond that shift, all hours over 37.5 hours will be at the overtime rate agreed in Clause 10.2. For example, the employee works 6 days (45 hours) on shift; the first 37.5 hours will be at the appropriate shift rate, and the extra hours at overtime.

12. **CALL BACK/ON-CALL ALLOWANCE**

Where it is a normal or ongoing requirement of the position for the employee to be "on call" or be called back to work, the company may pay an allowance as compensation for this. The amount of the "on call" allowance will be set on an individual basis according to the nature of the work, the business requirements, the skill level needed on call, and the estimated frequency of being called back.

13. **OTHER ALLOWANCES AND/OR PENALTY PAYMENTS**

Shift penalties, overtime, allowances and/or loadings are payable only in accordance with this Agreement. No other penalties, allowances or loadings prescribed in the nominated awards, or those added to the prescribed award by the Industrial Relations Commission of NSW during the nominal term of this agreement, will apply.

14. **ANNUAL LEAVE/ANNUAL LEAVE LOADING**

14.1 Annual leave will be paid in accordance with the Annual Holidays Act of NSW.

14.2 Annual leave loading accrued by employees covered by this agreement will be paid out in the last pay in December each year, for accruals in that calendar year ending in December.

15. **SICK LEAVE**

15.1 Employees covered by this agreement will be entitled to 5 days sick leave on commencement of employment for their first year of employment, with an additional 10 days per year for each year of continuous employment. Untaken sick leave will be cumulative up to a maximum of 40 days.

15.2 Sick leave for family purposes: Except for the first 5 days of sick leave entitlement in any one year, the employee may use untaken sick leave to care for immediate family members [being partner/spouse or own children] who are sick. The employee must provide to the company, or on the manager's request, a doctor's certificate stating that the employee was required to do this, and the required length of time.

16. **BENEFIT SUBSTITUTION AND ALLOWANCE**

The company provides numerous non-cash benefits to employees, in most cases by purchasing a "bundle" of benefits; i.e. superannuation with life, disability, and salary continuance insurance. By doing this for all employees, the company is able to obtain substantial discounts or better terms and conditions than if they were purchased as separate products and/or for different employees.

As part of this agreement, where benefits provided by the company are not part of such a bundle with other benefits, or can be split from a bundle without incurring increased costs to the company or other employees or increasing administration time or cost, the employee may elect to be paid the cash cost (to the company) of the benefit. This will be paid as a "benefits substitution allowance".

The employee may choose once a year to either take the allowance or remain covered by the benefit at the company's expense. The allowance will be subject to income tax at the

applicable rate. Overtime, superannuation, or any other payments that are based on salary will not be paid on this allowance. Superannuation may not be substituted for an allowance, in full or in part.

At the time of this agreement only medical insurance is an unbundled benefit, i.e. it is purchased by the company as a separate item from other benefits. This may vary as the company regularly reviews the effectiveness of the providers of these insurances or benefits.

It is noted that so far as permitted by insurance company rulings and subject to their terms and conditions, benefits coverage will include employees in same-sex relationships.

17. **PAY ARRANGEMENTS**

Wages will be paid on a 4 weekly basis directly into the employees private bank account through the electronic funds transfer system [EFT], subject to Section 172 of the NSW Industrial Relations Act.

18. **PAY BASED ON EMPLOYEE ABILITY, PERFORMANCE AND MERIT**

In line with existing company policy and practice, and in addition to appropriate award rates of pay, all salary changes and variable payments are considered on an individual employee basis using "merit" factors, such as the individual's performance, ability, quality of work, and contribution to the company.

19. **GENERAL TERMS AND CONDITIONS OF EMPLOYMENT**

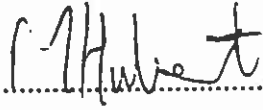
- 19.1 All other non award related terms, conditions, and benefits of employment are set out in the company's Employee Handbook or as otherwise set down by the company.
- 19.2 Change of employment category or work area: As a result of vacancies/positions arising or new skills being acquired by an employee that are used by the company, the company may change the employee's employment category. In this event, the employee assumes the terms, benefits, requirements, and conditions of employment which apply to that employment category. Similarly, where the employee's position or work area or department changes from the one covered under this agreement, the employee's terms and conditions will become that of the new work area or department.
- 19.3 New employees: All new employees employed to the positions covered by this agreement or employment category are covered by this agreement.

20. **EMPLOYEE COUNSELLING PROCEDURE**

The company 'Employee Handbook' sets out the procedure that is to be adopted by management and supervision for the purposes of counselling an employee in relation to employment performance.

21. **SIGNATORIES**

Signed for and on behalf of Stream International Pty Ltd

  
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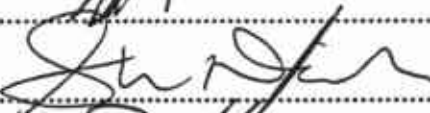
Signed by the Demand Centre staff of Stream International Pty Ltd

  
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Paul Snedden

  
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Chad Sait

  
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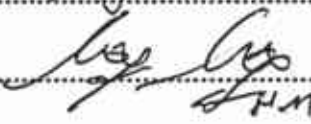
Steven Nailen

  
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Doug Karatovic

  
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Patrick Chan

  
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Hossein Mostaghimi