



FAIR WORK
AUSTRALIA

DECISION

Fair Work Act 2009

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

Stratos B.V

(AG2010/24342)

STRATOS LAND EARTH STATION ENTERPRISE AGREEMENT 2011

Telecommunications services

COMMISSIONER CLOGHAN

PERTH, 12 JANUARY 2011

Application for approval of the Stratos Land Earth Station Enterprise Agreement 2011.

[1] On 15 December 2010, Stratos B V made application for approval of a single enterprise agreement to be known as the *Stratos Land Earth Station Enterprise Agreement 2011* (“the Agreement”). The application was made pursuant to s.185 of the *Fair Work Act 2009* (“the Act”).

[2] The Agreement was approved by ballot which concluded on 2 December 2010.

[3] Fair Work Australia must approve an enterprise agreement pursuant to s.186 of the Act if the requirements set out in that section, s.187 and s.188 are met. I am satisfied, from the material provided to the Tribunal, that ss.186, 187 and 188, as are relevant to this application for approval, have been met.

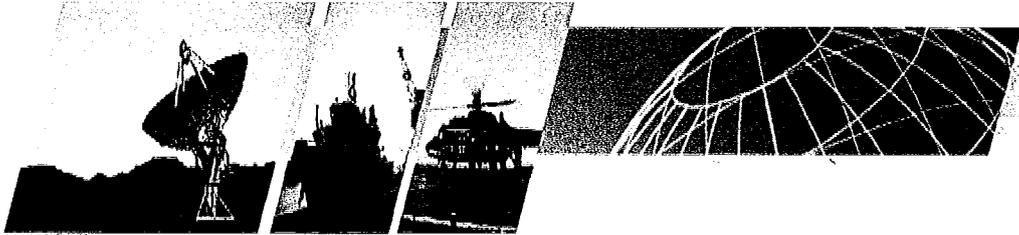
[4] The Communications, Electrical, Electronic, Energy, Information, Postal, Plumbing and Allied Services Union of Australia (CEPU) and the Community and Public Sector Union (CPSU), being bargaining representatives for employees covered by the Agreement, have given notice stating that the organisation wants the Agreement to cover the CEPU and CPSU.

[5] The CEPU and CPSU have read the Applicant’s statutory declaration in support of the application and also provided a declaration in support of approval of the Agreement.

[6] The Agreement is approved and will, in accordance with s.54(1) of the Act, operate from 19 January 2011. The nominal expiry date of this Agreement is 31 March 2014.

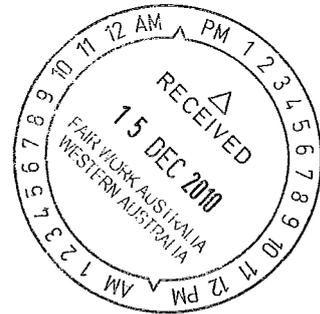
COMMISSIONER

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STRATOS LAND EARTH STATION

ENTERPRISE AGREEMENT 2011



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PART A — ADMINISTRATION

1. TITLE

1.1 This agreement shall be known as the Stratos Land Earth Station Enterprise Agreement 2011.

2. DEFINITIONS

2.1 *FW Act* means the Fair Work Act 2009.

2.2 *FWA* means Fair Work Australia.

2.3 *NES* means the National Employment Standards.

2.4 *Employee* means an Employee of Stratos B.V. whose employment is subject to this agreement.

2.5 *Non Standard Hours* means hours of work which are not rostered ordinary hours of work.

2.6 *Company Policy* means the relevant policy of Stratos as varied from time to time. Company policies are not incorporated into this agreement.

2.7 *Transferring Employee* means an Employee who on or at 9 October 2001 was an Employee of Telstra seconded to Xantic B.V. References to 'Employee' include a 'Transferring Employee'.

2.8 *Transfer Date* means (subject to Clause 1 of Schedule 2) the date a Transferring Employee commenced employment with Telstra and is the date which Stratos will apply for calculating Long Service Leave and redundancy entitlements in respect of a Transferring Employee.

2.9 *Stratos* means Stratos B.V. (Previously XANTIC B.V. trading as Stratos).

3. APPLICATION — PARTIES TO AGREEMENT AND PERSONS BOUND

3.1 The parties to this agreement are:

- a) Stratos B.V. (ABN 67 092 596 480) ;
- b) The Communications, Electrical, Electronic, Energy, Information, Postal, Plumbing and Allied Services Union of Australia (CEPU); and
- c) The Community and Public Sector Union (CPSU).

3.2 This agreement shall apply to those Employees of Stratos engaged in any of the classifications specified in this Agreement working at its Earth Station facilities (or customer's facilities) in Western Australia.

4. DATE AND PERIOD OF OPERATION

4.1 This agreement shall operate on the seventh day after it is approved by FWA.

4.2 The nominal expiry date of this Agreement shall be 31 March 2014. However this Agreement shall continue to operate beyond the nominal expiry date until it is replaced or terminated in accordance with the FW Act.

4.3 Should any provision of this agreement be deemed to be unenforceable for any reason, the parties will meet to discuss the effect that this will have on the operation of the agreement.

- 4.4 Legislation (including the National Employment Standard) referred to in this agreement is not incorporated into the agreement.
- 4.5 A copy of this agreement and the NES shall be posted on a noticeboard or other conspicuous location at each home station to which this agreement applies.

5. RELATIONSHIP TO AWARDS

- 5.1 It is the intention of the parties that this agreement will govern all terms and conditions of employment for the Employees covered by this agreement and will operate to the exclusion of any provision of any award or industrial instrument.

6. DISPUTE RESOLUTION PROCEDURE

- 6.1 Stratos aims to provide a productive, rewarding, safe and non-discriminatory work environment for its Staff, characterised by co-operation, mutual respect and open communication.
- 6.2 Where Employees experience work-related problems (including any matter arising under this agreement or in relation to the NES), in the first instance the matter may be raised with their immediate manager or supervisor who will attempt to resolve the problem within a reasonable time.
- 6.3 If the matter cannot be resolved with the immediate manager or supervisor, either party may refer the matter to the supervisor's manager who will seek to resolve the matter within a reasonable time, failing which the assistance of a more senior manager may be sought.
- 6.4 If the matter remains unresolved either party to the dispute may refer the matter to the Manager, Human Resources or such other person with authority appointed on behalf of Stratos.
- 6.5 If after a reasonable time the matter remains unresolved, the dispute may be further discussed between Stratos and the Employee's representatives (if one is appointed) in an attempt to resolve the matter.
- 6.6 During the dispute resolution process, normal work will continue as directed. After completion of these steps, Stratos may implement the matters in dispute without prejudice to the formal resolution of the matter.
- 6.7 If the matter still remains unresolved, the parties to the dispute may refer it to an agreed independent mediator or to FWA. The role of the mediator is limited to providing assistance to the parties in dispute to attempt to address and, if possible, resolve the matters in dispute by mediation/conciliation as quickly as possible.
- 6.8 If the matter still remains unresolved either party to the dispute may refer the matter to an agreed independent arbiter. If an arbiter is not agreed, the matter may be referred for determination by FWA. The parties agree that in carrying out arbitration the arbitrator may take such steps and require the parties to comply with such directions as he/she may determine is reasonably appropriate in exercising that function.
- 6.9 The Manager, Human Resources or such other persons with authority appointed on behalf of Stratos, may agree to waive the time limits and/or steps contained in subclause to 6.2 to 6.5 in whatever manner is necessary to aid dispute resolution. In resolving the matter in dispute the parties to the dispute and their representatives are to act responsibly in seeking resolution within the established timeframes. Nothing in these procedures will:
- a) prevent any party from exercising its rights under the *FW Act* or
 - b) prejudice the position of a party in a genuine health and safety situation.

6.10 At any stage during the dispute resolution procedure either the Employee(s) or Stratos may appoint a representative of their choice.

6.11 For the purpose of this clause "reasonable time" normally means 3 working days, provided that depending upon the nature of the issue the timeframe may be longer or shorter.

PART B — EMPLOYMENT AT STRATOS

7. CONTRACT OF EMPLOYMENT

Employment Arrangements

7.1 Stratos may employ staff either on a full time, part time or casual basis. Employment at Stratos may also be on a full time or part time basis for a fixed period or for a specific project.

Probation Period

7.2 Full time or part time Employees will initially be engaged on a probationary basis for a period of up to, but not exceeding, three (3) months.

Part Time Employment

7.3 Part time Employees are engaged to work less than 36 ³/₄ hours per week. Part time Employees accrue entitlements to annual and personal/carer's leave under this Agreement on a pro rata basis proportionate to the number of hours worked per week.

Casual Employment

7.4 Casual Employees may be employed at any time for periods of not less than 1 day and for longer periods but each engagement must not exceed two (2) months.

7.5 Casual Employees will be paid an hourly rate calculated by dividing the annual rate of pay for the relevant classification under this agreement by 52.14 and further dividing that figure by 36.75 and then increasing the amount by twenty percent (20%). The 20% casual loading is in lieu of the entitlements normally provided to full time and part time Employees, including paid leave. Casual Employees will receive minimum superannuation entitlements in accordance with relevant superannuation laws.

Performance

7.6 Stratos may assign any duties to an Employee that it judges to be within the Employee's skills and competencies or may train an Employee to perform such duties.

Notification of Absences

7.7 Prior to any absence from work, Employees are required to notify Stratos as soon as possible of their inability to attend work, the estimated duration of the absence and the reason for the absence. Generally this should occur before the commencement of the Employee's shift.

8. TERMINATION OF EMPLOYMENT

8.1 In the case of full time and part time Employees (other than those engaged for a fixed period or specific project) and subject to the FW Act, either Stratos or the Employee may give the other 4 weeks' written notice in order to terminate the employment relationship. If the Employee is over 45 years of age with at least 5 years continuous service the notice to be given by the Company is increased by 1 week.

8.2 The Company reserves the right at any time to pay the Employee in lieu of notice not given. If the Employee fails to give the required notice, Stratos may withhold any monies due to the Employee to an amount equal to the notice that the Employee was required to give.

- 8.3 Clause 8.1 will not apply in respect of an Employee in the case of summary dismissal for serious misconduct.
- 8.4 If the Employee's employment ceases for whatever reason, Stratos may offset any amounts owing by the Employee to Stratos (or its related bodies corporate or the specified entities) against any amounts otherwise payable to the Employee upon termination.
- 8.5 Should the Employee's employment cease, the Employee will not be entitled to any pro-rata payment from an incentive, bonus or commission plan applicable (if at all) for the incentive, bonus or commission period current at the date of termination.
- 8.6 Permanent Employees, other than Transferring Employees, whose employment is terminated by Stratos on the ground of redundancy will be paid severance payments in accordance with the provisions in Schedule 1.
- 8.7 In the case of casual employees the required notice for either party is 1 hour, or payment/forfeiture of 1 hours wages.

9. JOB LOCATION

- 9.1 Upon commencement an Employee will be assigned to a Stratos Earth Station facility or customer facility (the assigned work location). For existing employees (employed at the time the Stratos Land Earth Station Collective Agreement 2008 was registered on 24 December 2007) their assigned facility is Gngara.
- 9.2 Stratos may require the Employee to work permanently at another work location.
- 9.3 Where an Employee is reassigned to a location and the Employer requires relocation of his/her home address, the Employee will be entitled to re-location assistance in accordance with company policy.

10. STAND DOWN OF EMPLOYEES

- 10.1 Where an Employee cannot be usefully employed due to;
- a) industrial action (other than industrial action organised or engaged in by the employer);
 - b) breakdown of machinery or equipment, if the employer cannot reasonably be held responsible for the breakdown; or
 - c) a stoppage of work for any cause over which the employer cannot be reasonably held responsible;
- Stratos is not required to make payments to the employee for that period.
- 10.2 The stand down period is counted as a period of service and does not break an employee's continuous service with Stratos.
- 10.3 Employees allowed or required to commence work at the usual starting time on any day shall be paid for a least 4 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.

11. INDIVIDUAL FLEXIBILITY

- 11.1 Notwithstanding any other provisions of this agreement, an Employee and Stratos may agree to vary the effect of this agreement to meet the genuine individual needs of the employee and Stratos.

- 11.2 The terms that an employee and Stratos may agree to vary the effect of are those concerning:
- a) hours of work;
 - b) overtime rates;
 - c) penalty rates and shift loadings;
 - d) allowances; and
 - e) leave loading.
- 11.3 Any arrangement for individual flexibility under this clause must be genuinely agreed to by the employee and Stratos. The arrangement must be in writing and signed by Stratos and the employee (including the employee's parent or guardian where he/she is under 18 years of age). A copy of the agreement must be given to the employee within 14 days of it being agreed to.
- 11.4 Stratos must ensure that the terms of the individual flexibility arrangement:
- 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 arrangement was made.
- 11.5 The individual flexibility arrangement may be terminated:
- a) by the employee or Stratos giving 28 days notice of termination, in writing, to the other party; or
 - b) at any time, by written agreement between the employee and Stratos.

12. CONSULTATION REGARDING MAJOR WORKPLACE CHANGE

- 12.1 Where Stratos has made a definite decision to introduce major changes in production, programme, organisation, structure or technology that is likely to have significant effects on employees covered by this agreement, Stratos will notify the employees who may be affected by the proposed changes and their representatives (if any).
- 12.2 Significant effects include potential redundancies; major changes in the composition, operation or size of Stratos's workforce or in the skills required; the elimination or diminution of job opportunities, promotion opportunities or job tenure; the alteration of hours of work; the need for retraining or permanent transfer of employees to other work or locations; and the restructuring of jobs. Provided that where this agreement makes provision for alteration of any of these matters an alteration is deemed not to have significant effect.
- 12.3 Stratos will discuss with the affected employees and their representatives (if any) the introduction of the major changes, the effects the changes are likely to have on employees and measures to avert or mitigate any adverse effects of such changes on employees. Stratos will give prompt consideration to matters raised by the employees and/or their representatives in relation to the changes.
- 12.4 The discussions will commence as early as practicable after a definite decision has been made by Stratos to make a major change.
- 12.5 As part of the discussions Stratos will provide in writing to the affected employees and their representatives (if any) all relevant information about the changes including the nature of the changes proposed, the expected effects of the changes on employees and any other matters likely to affect employees. However Stratos is not required to disclose confidential information.
- 12.6 At any stage during this process an employee may appoint a representative of their choice in writing. Stratos's obligation to consult or provide information to the representative only occurs after the notice is provided to Stratos.

PART C — HOURS OF WORK

13. ORDINARY HOURS

- 13.1 Ordinary hours of work for full time Employees will be an average of 36 ³/₄ hours per week.
- 13.2 Except for Shift Workers, and subject to clause 13.3 ordinary hours will be worked between 7 am and 7 pm (8am — 8pm in the case of Employees performing work at New Norcia as part of the European Space Agency [ESA] contract), Monday to Friday. Start and finish times will be determined by Stratos but will be made in consultation with the Employee. Notwithstanding the above the spread of hours may be varied by agreement between Stratos and the majority of Employees in the section or sections concerned. Employees performing work at the Gngalara site as part of the European Space Agency [ESA] contract, will finish at 8pm Monday to Friday throughout the complete Western Australian Summer daylight saving period.
- 13.3 An Employee other than a Shift-Worker may be rostered to work ordinary hours outside the spread of normal hours provided that any such hours are paid for at a loading in accordance with Clause 16 - Non Standard Hours.
- 13.4 Ordinary hours may be worked in any pattern which provides for an average of 36 ³/₄ hours per week over the pattern cycle.
- 13.5 Rosters will ordinarily provide for a nine day fortnight. However operational circumstances will arise from time to time (for example, during launch support) where roster(s) may be altered by Stratos to provide for normal hours to be worked over a 10 day fortnight. In such a case, Stratos will comply with Clause 15 — Change of Shift/Rostered Hours.

14. SHIFT WORK

- 14.1 Notwithstanding any other provisions of this agreement Employees may be required to perform shift work. The shift work provisions in this clause apply to Employees of Stratos while rostered to work shift work in accordance with this clause.
- 14.2 Definitions
- Day shift** means any shift of shift work finishing at or before 7:30pm (8:30pm in the case of employees performing work as part of the ESA contract);
 - Afternoon shift** means any shift of shift work finishing after 7:30pm (8:30pm in the case of employees performing work as part of the ESA contract) and at or before midnight. Such shift attracts a penalty of 15% during ordinary hours.
 - Night shift** means any shift of shift work finishing subsequent to midnight, and at or before 8.00am. Such shifts attract a penalty of 15% during ordinary hours;
 - Permanent night shift** means a night shift which does not rotate with another shift or shifts or day work and which continues for a period of not less than 4 consecutive weeks. Such shifts attract a penalty of 30% during ordinary hours.

Shift work rosters

- 14.3 Ordinary Hours of shift work will be rostered on no more than six shifts per week, and shift lengths not exceeding twelve hours fifteen minutes each. A Saturday and/or Sunday may be included.

Ordinary Hours

- 14.4 The ordinary hours of shift workers will be an average of 36.75 per week to be worked in any pattern that provides for an average of 36.75 hours per week over the pattern cycle. However not more than 12.25 ordinary hours, exclusive of meal breaks will be worked in any one day (except if paid for on overtime rates).

Weekend Work and Public holidays

- 14.5 A shift worker whose ordinary working period includes a Saturday will be paid a 50% loading on the ordinary rate of pay for all such hours worked on that Saturday.
- 14.6 A shift worker whose ordinary working period includes a Sunday will be paid a 100% loading on the ordinary rate of pay for all such hours worked on that Sunday.
- 14.7 A shift worker whose ordinary working period includes a Public Holiday will be paid a 150% loading on the ordinary rate of pay for all such hours worked on that Public holiday.
- 14.8 If a shift worker's ordinary working period includes a rostered day off on a Public Holiday they will be paid a loading of 100% on the ordinary rate of pay for that Rostered day off.
- 14.9 Where ordinary shift hours commence between 11:00pm and midnight on a Sunday or public holiday, the ordinary time worked before midnight will not entitle the shift worker to the Sunday or public holiday rate. Provided that the ordinary time worked by a shift worker on a shift commencing before midnight on the day preceding a Sunday or public holiday and extending into a Sunday or holiday will be regarded as ordinary time worked on such Sunday or holiday

Meal Break

- 14.10 Shift workers will be allowed a minimum of 30 minutes meal break. However, Shift Workers may be required to remain at their ordinary workstation during the entire shift including during the meal break. If an Employee is required to work through a meal break, they will be given time in lieu or paid overtime for the period worked during the meal break.

Overtime

- 14.11 A shift worker will be paid overtime in accordance with clause 18.

Special rates not cumulative

- 14.12 The special rates prescribed in sub-clauses 14.5 — 14.9 and 14.11 are in substitution for and not in addition to the shift allowances prescribed in sub-clause 14.2 or other rates.

15. CHANGE OF SHIFT/ROSTERED HOURS

- 15.1 The times of beginning and ending a shift or rostered hours of any Employee may be varied by agreement between Stratos and the Employee or in the absence of agreement may be varied by at least one week's notice given by Stratos. Notice does not have to be in writing. Stratos will prior to or at the time of notice explain to the affected Employee(s) the reason for changing the roster. Where notice is given the applicable shift penalty will apply. If the Employee is not given one week's notice, clause 16 will apply.

12 Hour Shift Arrangement

- 15.2 The parties agree that Stratos may, at its sole discretion, cease using 12 hour shift arrangements by providing the relevant Employees with 3 months written notice of its decision

16. NON STANDARD HOURS

- 16.1 Notwithstanding clause 15, Stratos may require an Employee to work Non-Standard Ordinary hours of work from time to time including on short notice to meet operational requirements (for example, launch support hours). The Employee will be paid a loading of 50% (time and one half) for all Non-standard hours worked other than for hours worked between the ordinary span of hours Monday to Friday which will be paid a single time rates of pay and will not be deemed to be Non-Standard hours.

- 16.2 Where Non-Standard hours or any part thereof are performed on a Sunday, the Employee will be paid a loading of 100% of single time ordinary hour rates (i.e. double time) for all such Non-Standard hours worked. Where Non-Standard hours or any part thereof are performed on a public holiday the Employee will be paid a loading of 150% of single time ordinary hour rates (i.e. double time and a half) for all such Non-Standard hours worked. Where the Employee works overtime during such Non-Standard hours worked the relevant loading (100% for Sundays and 150% for Public Holidays) will apply and the provisions of Clause 18 — Overtime will not.
- 16.3 For the avoidance of doubt, any loading paid pursuant to this clause should be in substitution for, and shall not be cumulative upon, any loading which might otherwise be payable in respect of overtime, or in respect of work performed on Sunday or Public Holiday.

17. BREAKS

- 17.1 There will be an unpaid meal break after no longer than 5 hours of continuous work. The meal break will be at least 30 minutes but no longer than 60 minutes in duration. The Employee's manager will determine the timing in duration of the meal break.
- 17.2 Employees will be paid a meal allowance of \$10.00 in circumstances where the Employee is required to work overtime of more than two hours, unless the Employee receives 24 or more hours notice of the requirement to work overtime.

18. OVERTIME

- 18.1 Stratos may require an Employee to work reasonable overtime. Overtime will be calculated and paid as follows (in each case calculated on ordinary single time rates of pay for any hours so worked):
- a) Monday to Saturday time and one half for the first three hours and double time thereafter;
 - b) Sundays — double time
 - c) Public holidays — double time and a half.
 - d) Overtime between 11pm and 7am (other than for public holidays) — double time.
- 18.2 For calculation purposes, each day's overtime will stand alone.

PART D — WAGES AND ALLOWANCES

19. MINIMUM SALARY LEVELS

19.1 Employees will be paid the minimum salary levels detailed below. (Note: Employees covered by this agreement are not entitled to Stratos incentives or bonuses, which might otherwise apply under Company policy).

Classification	Current Salary	3.5% Increase Effective as of 1 April 2011	3.5% Increase Effective as of 1 April 2012	3.5% Increase Effective as of 1 April 2013
Trainee Communications Technician	\$40,741	\$42,167	\$43,643	\$45,170
Communications Technician	\$52,742	\$54,588	\$56,499	\$58,476
Communications Technical Officer 1-1	\$71,071	\$73,558	\$76,133	\$78,798
Communications Technical Officer 1-2	\$73,454	\$76,025	\$78,686	\$81,440
Communications Technical Officer 1-3	\$75,928	\$78,585	\$81,336	\$84,183
Communications Technical Officer 1-4	\$78,550	\$81,299	\$84,145	\$87,090
Communications Team Leader	\$88,322	\$91,413	\$94,613	\$97,924

19.2 Employees will be paid fortnightly by electronic fund transfer, or by such other means as may be agreed from time to time between Stratos and an Employee.

19.3 Stratos may deduct from an Employee's wages, or any monies owing, any amount it is authorised or required to deduct, including any overpayment of remuneration.

19.4 An Employee and Stratos may agree in writing to enter into a salary sacrifice arrangement. Where an Employee elects to salary sacrifice, the Employee will receive less actual pay than their classification rate equivalent to the portion sacrificed.

20. CLASSIFICATIONS

20.1 Employees will be employed in the following classifications.

- a) A *Trainee Communications Technician (TCT)* means a person employed as a Technician who is working to obtain a tertiary qualification and is principally employed as a trainee. A Trainee Technician is required to perform work within their skill and capability.
- b) A *Communications Technician (CT)* is an Employee who has a relevant tertiary qualification at either:
 - o a certificate level;
 - o or diploma level (or equivalent) but who has less than five years industry experience.

- c) A *Communications Technical Officer 1 (CTO1)* is an Employee who has the relevant diploma level (or equivalent) tertiary qualification and has more than five years industry experience. Incremental salary advancement will be based on performance, assessed continually and formalized through the annual Stratos Performance Management process.
- d) A *Communications Technical Officer 2 (CTO2)* as identified in the 2007 Stratos Land Earth Station Certified Agreement is transferred to the classification of CTO 1-4.
- e) A *Communications Team Leader (CTL)* is an Employee who is employed by Stratos in the classification of CTL to perform the functions of a CTL.

21. SUPERANNUATION

21.1 Stratos will provide superannuation contributions in respect of an Employee in accordance with Superannuation Guarantee Legislation (as amended from time to time) to a company nominated superannuation fund.

22. HIGHER DUTIES

22.1 An Employee may be called upon to perform the duties of another Employee having a higher classification than their own.

22.2 Subject to this clause, an Employee who performs all the duties of a higher position will be paid in respect of the performance the minimum salary of the higher position.

22.3 In order to be eligible for payment, the Employee must have performed all the higher duties for a minimum period of 5 consecutive normal working days.

22.4 Subject to this clause, where a communications team leader is required to perform higher duties, that Employee will be paid an additional \$50.00 per day for each 24 hour period worked in the position. Sub-clause (2) of this clause does not apply to a communications team leader.

23. SITE ALLOWANCE

23.1 Where an Employee is required to work outside of ordinary hours at a location away from their home station a site allowance of \$40.00 will apply. The site allowance will not be payable where the Employee is required to travel to or from the location outside ordinary hours unless work is also performed at the location outside of ordinary hours.

24. ON-CALL ALLOWANCE

24.1 Where an Employee is required to be contactable and available within a reasonable (i.e. 60 minutes) time to return to work will be paid \$18.00 per day/night where the period of availability is less than 8 hours outside of their normal core hours and \$42.00 per day/night where the period of availability is greater than 8 hours outside of their normal core hours.

25. UNPLANNED/EMERGENCY WORK ALLOWANCE

25.1 Employees who are required to undertake unplanned or emergency duty (other than extra shifts) which requires the Employee to be called out to a Stratos facility, or a customer facility outside of normal working hours will be paid the amount specified in the table below per completed hour of work. This amount is instead of and not in addition to overtime rates. Partially completed hours will be paid on a pro-rata based on the nearest 15 minutes.

Current	Effective as of 1 April 2011	Effective as of 1 April 2012	Effective as of 1 April 2013
\$64.90	\$67.17	\$69.52	\$71.96

25.2 An initial minimum payment of two (2) hours will apply under this clause.

26. UNPLANNED EMERGENCY CALL ALLOWANCE

26.1 Employees who are required to attend to an unplanned or emergency work call (rather than attendance) ordinarily by phone or by e-mail, outside of the Employee's normal working hours from a location other than a Stratos facility will be paid \$15.00 per fifteen minutes (or part thereof).

26.2 The minimum payment in the case of an emergency call is for one hour.

27. MOTOR VEHICLE ALLOWANCE

27.1 An Employee required by Stratos to use his or her own motor vehicle in the performance of their duties will be paid the following allowance per kilometre travelled.

Engine Displacement (in cubic centimetres)		
Over 2600cc	Over 1600cc - 2600cc	1600cc & Under
72 cents	71 cents	53 Cents

PART E — LEAVE ENTITLEMENTS

28. ANNUAL LEAVE

- 28.1 Full time and part time Employees are entitled to 4 weeks (up to 147 hours) annual leave after 12 months completed service in accordance with the NES. A part-time Employee shall accrue an entitlement to annual leave on a pro-rata basis based upon the proportion of the number of hours worked each week bears to 36.75.
- 28.2 Annual leave is paid at the Employee's ordinary rate of pay. When taking annual leave an Employee will be paid an annual leave loading of 17.5% calculated at their ordinary rate of pay.
- 28.3 Annual leave accrues pro rata on a fortnightly basis but does not accrue during any period of unauthorised absence, unpaid leave or unpaid authorised absence (other than community service leave or period of stand down).
- 28.4 Annual leave can be taken:
- a) by the Employee requesting to take accrued annual leave. Stratos will not unreasonably refuse a request to take annual leave subject to the operational requirements of the workplace;
 - b) by Stratos directing an Employee to take accrued annual leave by giving a minimum of 2 weeks notice.
- 28.5 Any untaken leave in one year cumulates to the next year. Untaken annual leave is paid out on termination.
- 28.6 Where Stratos shuts down all or any part of the business (eg Christmas closedown) Employees may be required to take accrued annual leave. If an Employee does not have sufficient accrued leave he/she may be required to take leave without pay.
- 28.7 By written agreement with Stratos, an Employee may elect to cash out part of his/her accrued annual leave entitlement each 12 months, provided that the employee maintains a minimum of 4 weeks accrued leave.
- 28.8 Where an employee is entitled to a public holiday, or other period of leave under the NES (other than unpaid parental leave), which falls during a period of annual leave that day (or part day) shall not be considered to be part of the period of annual leave.
- 28.9 If an Employee is permanently rostered in a manner which requires the Employee to work shift work on a regular basis (including a full shift on Sundays during the roster cycle), the Employee will be credited with an additional half day of annual leave for each Sunday worked on shift during the year up to a maximum of 1 week of additional leave per calendar year. A half day of leave means half of the ordinary hours worked by the Employee in a single shift.
- 28.10 The provisions of this clause shall not apply to casual Employees.

29. PERSONAL LEAVE

- 29.1 Full time Employees are entitled to 10 days personal leave after 12 months completed service which can either be taken as sick leave or carers' leave in accordance with the NES. Part time Employees are entitled to a pro-rata entitlement based on the average number of ordinary hours worked per week up to a maximum of 36.75.
- 29.2 Personal leave shall accrue pro rata on a fortnightly basis, provided that it does not accrue during any periods of unauthorised absence, unpaid leave or unpaid authorised absence (other than community service leave or period of stand down).
- 29.3 Paid personal leave is cumulative, provided that an Employee is only entitled to take in accordance with this clause that leave which has been credited to them. Personal/carer's leave is paid at the Employee's ordinary rate of pay.
- 29.4 Where a public holiday falls during a period of paid personal leave the employee is taken not to be on personal leave on that day.
- 29.5 For absences of 3 or more consecutive days (or where the absence is either side of a weekend, public holiday, RDO or period of leave) the Employee must provide the required proof in accordance with the provisions below.
- 29.6 The provisions of this clause with respect to payment do not apply if the Employee is receiving worker's compensation.

Sick Leave

- 29.7 An Employee is entitled to sick leave if they are unable to remain at work for reasons of personal ill health or injury. Paid sick leave is deducted from the Employee's accrued entitlement to personal leave.
- 29.8 In accordance with 29.5, an Employee must provide a medical certificate indicating that he/she was unfit for work during the period because of personal illness or injury. In the event that it is not reasonably practical to obtain a medical certificate a statutory declaration must be provided detailing the same information. This must be provided to Stratos as soon as reasonably practical.

Carer's Leave

- 29.9 Carer's leave is paid or unpaid leave taken to provide care and support to a member of the Employee's immediate family or household because of:
- a) personal illness or injury of the member; or
 - b) an unexpected emergency affecting the member.
- 29.10 Paid carer's leave is deducted from the Employee's accrued personal leave.
- 29.11 Employees (including casual Employees) are entitled to a period of up to 2 days unpaid carer's leave per occasion. Full time and part time Employee are not entitled to take unpaid carer's leave if they are able to take paid personal/carer's leave.
- 29.12 In accordance with 29.5 an Employee must provide the following proof relating to absences:
- a) in the case of illness or injury of a member of the Employee's immediate family or household:
 - a medical certificate indicating that the immediate family or household member had a personal illness or injury during a period of the leave: or

- a statutory declaration which includes a statement that the Employee required leave to provide care or support to an immediate family or household member because of personal illness or injury.
- b) in the case of an unexpected emergency a statutory declaration which includes a statement that the Employee required leave to provide care or support to an immediate family or household member because of an unexpected emergency affecting that person.

29.13 Stratos may require an Employee to provide proof to satisfy a reasonable person of the relationship between the Employee and the person that they are taking carer's leave to provide care and support to.

Casual Exclusion

29.14 Except for unpaid carer's leave, this clause does not apply to casual Employees. When taking unpaid carer's leave, casual Employees must comply with the notice and evidence requirements.

30. COMPASSIONATE LEAVE

30.1 Employees are entitled to 2 days paid compassionate leave per occasion in accordance with the NES:

- a) for spending time with a member of their immediate family or household who contracts or develops a personal illness, or sustains a personal injury, that poses a serious threat to his/her life. The leave can be taken at any time while the injury or illness persists:
- b) after the death of a member of their immediate family or household.

30.2 In order to be entitled to compassionate leave the Employee must provide Stratos with evidence to satisfy a reasonable person of the illness, injury or death. Stratos may require the Employee to provide proof to satisfy a reasonable person of the relationship between the Employee and the person he/she is taking compassionate leave for.

30.3 For full time and part time employees, compassionate leave is paid at the Employee's ordinary rate of pay. In the case of casual employees the leave is unpaid.

30.4 The two days leave need not be consecutive.

31. PUBLIC HOLIDAYS

31.1 The following days shall be observed as public holidays: New Year's Day (1 January), Australia Day (26 January), Good Friday, Easter Monday, Anzac Day (25 April), Labour Day, Foundation Day, Sovereign's Birthday, Christmas Day (25 December) and Boxing Day (26 December).

31.2 The parties agree that when one of the days listed above falls on a Saturday or Sunday the holiday shall be observed on the next succeeding Monday and when Boxing Day falls on a Sunday or Monday the holiday shall be observed on the next succeeding Tuesday. In each case the substituted day shall be treated as a public holiday in lieu of the days listed above.

31.3 Where Employees are not required to work on a day which they are normally required to work because it is a Public Holiday they will be paid for the ordinary hours they would normally have worked on that day.

31.4 Where an Employee is required to work on a public holiday they will be paid at the rate of 2.5 times their ordinary rate of pay with a minimum of 4 hours work.

32. LONG SERVICE LEAVE

32.1 Subject to Clause 1 of Schedule 2, Long Service Leave will accrue and be paid in accordance with applicable State legislation or in accordance with Company policy whichever is of greater benefit to the Employee.

33. JURY DUTY

33.1 Employees (including casual employees) are entitled to community service leave, in accordance with the National Employment Standard and relevant State Legislation, to attend:

- a) jury service; or
- b) a voluntary emergency management activity with a recognised body to deal with an emergency or natural disaster.

33.2 Employees are required to notify Stratos as soon as reasonably practicable of their intention to take leave and advise the period (or expected period) of the absence.

33.3 Where an employee:

- a) is required to attend jury service he/she will be paid the difference between their base rate of pay for ordinary hours and the amount received for jury service.
- b) attends a voluntary emergency management activity any entitlement to payment will be accordance with the *Emergency Management Act (WA) 2005*.

33.4 To be entitled to community service leave employees must provide proof to satisfy a reasonable person that he/she has been/will be engaged in an eligible community service activity. For employees on jury service, they are also required to provide an attendance certificate and notice of the amount paid to them for attending jury duty.

34. ACCIDENT PAY

34.1 Should an employee meet with an accident which is subject to and qualifies for compensation under the relevant workers' compensation legislation the employee will have the amount received by way of compensation increased by Stratos to the amount of the relevant salary level at the time of such accident. The payment made by Stratos will be limited to a maximum period of 26 weeks.

34.2 For casual employees the make-up pay will be based on the number of hours worked per week over the last month with Stratos, or if less than one month the average for the time worked. The amount to be paid is calculated based on the normal weekly rate of pay only.

PART F — SCHEDULES

SCHEDULE 1— REDUNDANCY

1 Definitions

- 1.1 Business includes trade, process, business or occupation and includes part of any such business.
- 1.2 A redundancy occurs where the employee's employment is terminated for operational reasons. Redundancy does not involve questions of performance or conduct of the employee.
- 1.3 Transmission includes transfer, conveyance, assignment or succession whether by agreement or by operation of law and transmitted has a corresponding meaning.
- 1.4 Week's pay means the ordinary time rate of pay for the Employee concerned as at the date of redundancy. Provided that such rate shall exclude:
- a) overtime;
 - b) penalty rates;
 - c) disability allowances;
 - d) shift allowances;
 - e) special rates;
 - f) fares and travelling time allowances;
 - g) bonuses; and
 - h) any other ancillary payments of a like nature.

2 Transfer to lower paid duties

- 2.1 Where an Employee is transferred to lower paid duties by reason of redundancy the same period of notice must be given as the Employee would have been entitled to if the employment had been terminated and Stratos may at its option, make payment in lieu thereof of an amount equal to the difference between the former ordinary rate of pay and the new ordinary time rate for the number of weeks of notice still owing.

3 Severance pay

- 3.1 Employees whose employment is terminated as a result of a bonafiable redundancy will receive the payment set out below:
- a) 4 weeks in lieu of notice (if the employee is not required by Stratos to work the notice period);
 - b) If the Employee is 45 years of age or older, an additional 1 weeks pay in lieu of notice.
 - c) 4 weeks pay for the first 5 years completed (pro-rata for non completed years of service) year of service. 2 weeks pay thereafter for a further 10 years service. Redundancy is to be calculated from the commencement of employment with Stratos and to a maximum of 40 weeks pay.
- 3.2 The minimum sum payable to any Employee who's position is made redundant will be 8 weeks pay (including 4 weeks payment in lieu of notice) and the maximum is to be 44 weeks pay (including 4 weeks payment in lieu of notice).

4 Employee leaving during notice period

- 4.1 An Employee given notice of termination in circumstances of redundancy may terminate his/her employment during the period of notice set out in Clause 9 — Termination of Employment. In this circumstance the Employee will be entitled to receive the benefits and payments they would have received under this clause had they remained with Stratos until the expiry of the notice, but will not be entitled to payment in lieu of notice.

5 Alternative employment

- 5.1 Where Stratos obtains alternative employment for an Employee the severance payments will not apply.
- 5.2 Where there is a dispute about whether the alternative employment is acceptable alternative employment, the matter may be resolved in accordance with the Dispute Resolution Procedure. In the event of arbitration, the arbitrator may determine an alternative severance pay entitlement where in his/her opinion the offer is not acceptable alternative employment.
- 5.3 This provision does not apply in circumstances involving transmission of business as set in Clause 7 of this Schedule.

6 Job search entitlement

- 6.1 During the period of notice of termination given by Stratos in accordance with Clause 8 - Termination of Employment, 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.
- 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 Stratos, 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.

7 Transfer of business

- 7.1 The provisions of this clause are not applicable where the business is before or after the date of this agreement, transferred from Stratos to another employer (in this subclause called the new employer), in any of the following circumstances:
- a) Where the Employee accepts employment with the new employer which recognises the period of continuous service which the Employee had with Stratos and any prior employer to be continuous service of the Employee with the new employer; or
 - b) Where the Employee rejects an offer of employment with the new employer:
 - in which the terms and conditions are substantially similar and no less favourable, considered on an overall basis, than the terms and conditions applicable to the Employee at the time of ceasing employment with Stratos; and
 - which recognises the period of continuous service which the Employee had with Stratos and any prior employer to be continuous service of the Employee with the new employer.

8 Employees exempted

- 8.1 This Schedule does not apply to:
- a) Employees terminated as a consequence of serious misconduct that justifies dismissal without notice;
 - b) Probationary Employees;
 - c) Apprentices;
 - d) Trainees;
 - e) Employees engaged for a specific period of time or for a specified task or tasks; or
 - f) Casual Employees.

9 Incapacity to pay

- 9.1 In the event of Stratos's incapacity to pay, the severance payments will not apply.
- 9.2 Where there is a dispute about incapacity to pay, the matter may be resolved in accordance with the Dispute Resolution Procedure. In the event of arbitration, the arbitrator may determine an alternative severance pay entitlement based upon Stratos's capacity to pay.

SCHEDULE 2 — TRANSFERRING EMPLOYEES

1 Transfer Service Date for Long Service Leave Entitlements

- 1.1 Under this agreement a Transferring Employee will, subject to below, for the purposes of calculating long service leave entitlements have the period of continuous employment with Telstra Corporation taken into account. For the purpose of long service leave calculation for Transferring Employees, the commencement date of each Transferring Employee is set out in the document entitled Commencement Date with Xantic for Long Service Leave and Redundancy Purposes (each Transferring Employee has been provided with details of their date for this purpose). Nevertheless, where an Employee has taken long service leave with Telstra or has been paid an entitlement by Telstra in respect of Long Service Leave, their accrual for long Service Leave with Stratos will be reduced by an equivalent period.

2 Security of Employment

- 2.1 If Transferring Employee's position is made redundant, the Employee will receive, in addition to any notice or payment in lieu of notice, a severance payment equal to that which the Transferring Employee would have been entitled were the Transferring Employee's position with Telstra made redundant at the date of commencement of employment with Xantic. Such an entitlement will be calculated under the following basis:
- a) Four weeks pay for each completed year of continuous service up to five years;
 - b) Three weeks pay for each completed year of continuous service thereafter, plus a pro-rata payment for each completed months of continuous service since the last completed year of continuous service;
 - c) For Employees over fifty years of age, (instead of three weeks' pay) four weeks pay for each year of service beyond fifty years of age, including pro-rata adjustment for each completed month of continuous service since the last completed year of continuous service;
 - d) The minimum sum payable under these arrangements, including any payment in lieu of notice (four weeks), is to be eight weeks salary;
 - e) The maximum sum payable to an Employee under the redundancy provisions will be 80 weeks pay plus 4 weeks (or 5 weeks if the Employee is aged 45 years or over) pay in lieu of notice.
- 2.2 Alternatively, and in situations of bona fide redundancy, where a Transferring Employee's severance payment under the company's redundancy policy is greater than that which the Employee would have received by operation of clause 2.1 above, the Transferring Employee shall be entitled to the greater payment. This clause is in substitution for and not in addition to clause 2.1 above.

SIGNATURES

Employer

Signed for and on behalf of Stratos B.V. (ABN 67 092 596 480).

AMY [Signature]
Signature on behalf of
the Company

T.S. MCKNIGHT
Name of person authorised
to sign

Date: 2/12/2010

DIRECTOR, GLOBAL LES OPERATIONS
Position

620 Gngara Road, Landsdale, WA, 6065
Address

Bargaining Representatives

Signed on behalf of Communications, Electrical, Electronic, Energy, Information, Postal, Plumbing and Allied Services Union of Australia (CEPU) as employee bargaining representative.

[Signature]
Signature on behalf of
Bargaining Representative

BARRY McVEE
Name of Person authorised
to sign

Date: 2/12/2010

BRANCH PRESIDENT.
Position

196 LORD STREET PERTH W.A.
Address

6000.
Post Code

Signed on behalf of Community and Public Sector Union (CPSU) as employee bargaining representative.

[Signature]
Signature on behalf of
Bargaining Representative

SUSAN BOWERS
Name of Person authorised
to sign

Date: 3/12/2010

REGIONAL DIRECTOR
Position

LEVEL 1, 445 HAY ST, PERTH
Address

6000.
Post Code