

REGISTER OF ENTERPRISE AGREEMENTS

ENTERPRISE AGREEMENT NO: EA05/185

TITLE: Asplundh Tree Expert (Australia) Pty Ltd Enterprise Agreement 2005-2006

I.R.C. NO: IRC5/2889

DATE APPROVED/COMMENCEMENT: 23 June 2005 / 1 January 2005

TERM: 12

**NEW AGREEMENT OR
VARIATION:** New.

GAZETTAL REFERENCE: 12 August 2005

DATE TERMINATED:

NUMBER OF PAGES: 12

COVERAGE/DESCRIPTION OF

EMPLOYEES: The agreement applies to all employees employed by Asplundh Tree Expert (Australia) Pty Ltd, located at 1, 18-28 Skye Road, Frankston, Victoria who are engaged to perform tree clearing and associated duties for the NSW Electrical Distribution and Transmission Industry, who fall within the coverage of the Electrical, Electronic and Communications Contracting Industry (State) Award.

PARTIES: Asplundh Tree Expert (Australia) Pty Limited -&- the Electrical Trades Union of Australia, New South Wales Branch

ASPLUNDH TREE EXPERT (AUSTRALIA) PTY LTD NEW SOUTH WALES ENTERPRISE AGREEMENT 2005-2006

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1. Title

This Agreement shall be known as the Asplundh Tree Expert (Australia) Pty Ltd Enterprise Agreement 2005-2006.

2. Definitions

For the Purpose of this Agreement:

"Agreement" means this Enterprise Agreement.

"Company" means Asplundh Tree Expert (Australia) Pty Ltd A.B.N. (83 055 140 424)

"Employee" means an employee of the Company performing work within the scope of this Agreement.

"Parent Award" means the Electrical Electronic and Communication Contracting Industry (State) Award.

"Union" means the Electrical Trades Union of Australia, New South Wales Branch.

3. Objectives

The parties to this Agreement are committed to the following shared objectives:

To ensure customer satisfaction in the provision of services.

Increasing the competitiveness, productivity, efficiency and flexibility of the Company and its workforce.

Creating a co-operative, safe and productive environment on the Company's projects.

Continuing the development of more flexible, efficient and adaptable management and work practices.

Establishing and developing better and more effective communication and consultation between the Company and employees

To foster a commitment to the Company's Integrated Management System

Improving job security and the working environment.

To provide for the use of the full range of skills and knowledge held by employees.

To implement a training skills enhancement program consistent with the provisions of the Parent Award and this Agreement for all employees.

To substantially reduce disputation and eliminate lost time due to disputation.

4. Parties Bound

This Agreement shall be binding upon:

- a) Asplundh Tree Expert (Australia) Pty Ltd
- b) All employees, engaged in any of the occupations, industries or callings specified in the Parent Award, and
- c) Electrical Trades Union of Australia, New South Wales Branch.

5. Application of Agreement

This Agreement applies to the Company in respect of all employees who are engaged pursuant to the Parent Award and who are engaged to perform tree clearing and associated duties for the NSW Electrical Distribution and Transmission Industry.

Where there is any inconsistency between this Agreement and the Parent Award, the Agreement shall prevail to the extent of the inconsistency.

6. Date and Period of Operation

This Agreement shall come into operation from the date of endorsement until 31 December 2006.

Initial wage increases shall be back dated to January 1st 2005 with assessment of Grade 2 employees for eligibility for Grade 2A and 2B from endorsement.

The parties to this Agreement shall continuously monitor the application of the Agreement via a Consultative Committee.

7. No Extra Claims

The Parties to this Agreement shall not pursue any extra claims, either Award or over Award or the life of the Agreement.

8. Not to Be Used as a Precedent

This Agreement shall not be used in any manner whatsoever to obtain similar arrangements or benefits in any other State, Territory, Division, Plant or Enterprise.

9. Conditions of Employment

- a) It is a term and condition of employment and of the obligations and rights occurring under this Agreement, that an employee:
 - i. Properly use and maintain all appropriate protective clothing and tools and equipment supplied by the Company for specified circumstances; and
 - ii. Use any technology and perform any duties which are within the limits of the employee's skills, competence and training; and
 - iii. Understand that termination of employment will be based on job requirements and skills and that the principle of "last on- first off" will not apply. It is the needs and requirements of the Company, together with the efforts, skills and abilities of the employee which will be the determining factors regarding the retrenchment of employees. However, where efforts, skills and abilities are equal then seniority shall take precedence; and
 - iv. Maintain commitment to, and comply with the Company's directions (consistent with the objectives of the Agreement) with respect to, safety, quality, site cleanliness and waste management; and
 - v. Be committed to the objectives in Clause 3 of this Agreement.
- b) All new employees (other than casuals) will be engaged on the basis of a 3-month probationary period, which shall count as service. The Company reserves the right to terminate a probationary employee at any time during this 3 month period subject to a week's notice or payment in lieu thereof.
- c) The Company's right to employ persons on a specified task and/or specified period basis is acknowledged.

10. Dispute Settlement Procedure

The parties agree that one of the fundamental objectives of this Agreement is to eliminate lost time in the event of a dispute. Further that it is in the best interests of both parties to achieve prompt resolution of disputes.

The most effective procedure to achieve this, is for the responsibility for resolution to remain as close to the source as is possible, it is with this uppermost in mind that the parties agree to strictly adhere to the dispute settlement procedure as follows:

- a) The employee/s or accredited employees representative wishing to raise any matter affecting the employee/s shall:
 - i. Initially raise the matter with the employee/s immediate supervisor/foreperson. If agreement is not reached at this level, the employee/s or representatives shall, then:

- ii. Raise the matter with the Company Manager or his representative. If agreement is not reached at this level and an employee representative has been involved, the employee representative will then;
 - iii. Be provided with telephone facilities to speak to an official of the Union and request representative at a further conference to be held at a date and time mutually acceptable.
- b) Should negotiations as prescribed in (a) above fail, the matter (where appropriate) shall be referred to the Managing Director and the State Secretary of the Union within five working days, at which level a conference of the parties shall be convened without delay.
 - c) In the absence of agreement, either party may refer the matter to the New South Wales Industrial Relations Commission for resolution by conciliation and/or arbitration.
 - d) Whilst the above procedure is being affected, work shall continue normally.
 - e) All parties subject to the industrial rights of the parties shall strictly observe all recommendations, orders and/or directions of the Industrial Relations Commission of New South Wales.

11. Consultative Mechanism

The parties agree that a precondition for the effective operation of the Agreement is the establishment of consultative mechanisms with the Company. To this end, a Consultative Committee, comprising of Company appointed representatives and employee elected representatives shall be established and maintained. Officers of the Union shall have a standing invitation to attend any such meeting. The purpose of the Consultative Committee shall be to consult, develop, recommend and assist to implement strategies and measures designed to achieve the objectives outlined under Clause 3 of this Agreement.

12. Hours of Work

The parties agree that the current working arrangements for hours of work provisions (including, but not limited to, the daily maximum ordinary hours, work cycles and the taking of meal breaks and rest periods) may be altered during the life of this Agreement following consultation and agreement between the Company and the majority of affected site personnel so as to provide greater flexibility and to meet project and/or shift work or operational requirements. The criteria that will be used in assessing the desirability of proposed changes to hours of work will include the impact on efficiency, operational and project requirements, productivity, quality and quality of life.

The parameters for ordinary hours for the purpose of this Agreement shall be an average of 38 hours per week and shall be between 6.00am and 6.00 pm on any or all of the days Monday to Friday. The ordinary hours of work shall be worked continuously except for meals breaks. Different methods of implementation of the hours of work may be applied to various groups or sections of employees by agreement.

Staggered starting and finishing times may be introduced by agreement with employees at the site to help overcome any problems or potential delays. As a consequence, breaks taken during the course of the day shall also be staggered.

An employee's weekly ordinary hours of work can consist of both day work and shift work, provided that the appropriate shift allowance is paid for any shift work in accordance with sub-clause 22.6 of the Parent Award.

Shift Work

The above flexible hours of work provisions will also apply to shift work as defined by the Parent Award.

Rostered Days Off (RDO's)

A rostered day off occurs in the system of working a 9 day fortnight (14 days) and is defined as a weekday Monday to Friday on which an employee is not required to work because the employee has worked additional time, which has accrued towards a day off.

The normal working arrangement for employees is nine, eight point four four hour, (8.44) (8 hours 26.4 minutes) days per 14 day cycle. RDO's are normally taken on a Monday or Friday.

The parties agree to increased flexibility with regards to taking of RDO's. RDO's may be rescheduled or staggered over the work cycle rather than on industry RDO days.

By agreement between the Company and an employee, RDO's may be banked to a maximum of five (5). Records of each employee's RDO status will be kept by the Company and made available to the employee upon request.

The nine day fortnight RDO system will be monitored by the Consultative Committee to ensure productivity remains consistent and competitiveness is not affected. In the event that the Consultative Committee feels that the RDO arrangement is affecting productivity, the arrangement may be returned to the original 19 day month work cycle after due consultation with the Union and Employees.

In the event that the 19 day month work cycle is reintroduced the Company agrees to pay the Employees an additional 1% wage increase per annum (or part thereof).

13. Wages

Wages rates for employees shall be as prescribed in Schedule A. These wage rates are effective from the dates specified in Schedule A.

Expense related allowances, with the exception of the excess fares allowance, will be paid in accordance with the Parent Award and varied as the Parent Award is varied.

14. Superannuation

The Company will pay superannuation contributions into NESS or C+BUS for each employee. The contribution rate shall be as required by the Superannuation Guarantee Legislation, provided that the weekly minimum contribution for all employees, except apprentices and trainees, will be \$50.00 per week worked.

All superannuation contributions will be paid monthly as required by the Trust Deed.

15. Redundancy

Redundancy will be paid strictly according to the provisions of the Parent Award with the exception that this Agreement shall apply notwithstanding that employment is terminated by the Company due to the ordinary and customary turnover of labour.

The redundancy pay provisions will be as per the Parent Award. (Attachment 1)

16. Top-Up/24 Hour Income Accident Protection Insurance

It is a term of the Agreement the Company will continue to pay Top-up/24 Hour Employee Insurance to Wagecover.

17. Clothing

On commencement of employment with Asplundh, each employee will be issued with three new pairs of work trousers or equivalent, five new sleeved shirts, one new pair of safety boots, one new jumper or windcheater, and any other safety equipment deemed necessary for the safe conduct of work. The equipment will be regularly laundered and maintained by the employee and replaced by Asplundh on a fair wear and tear basis.

The cost of all clothing, footwear and safety equipment which is the property of Asplundh and is not returned by the employee at the cessation of employment may be deducted from the employee's final pay using the following formula; for each month from the date of issue to the date of the employee leaving employment with Asplundh, one third of the item or \$nil value after three months, may be deducted.

18. Transfer of Labour

If a halt to productive work occurs which is not the fault or the responsibility of the Company, the parties agree that employees can be relocated to other unaffected areas to continue productive work or to other sites if work is available. Provided that employees will continue to be paid in accordance with this Agreement during such a temporary transfer.

19. Skill Development

The Company acknowledges the changing pace of technology for the industry and the need for employees to understand those changes and have the necessary skill requirements to keep the Company at the forefront of the industry.

The Parties to this Agreement recognise that in order to increase the efficiency, productivity and competitiveness of the Company, a commitment to training and skill development is required. Accordingly, the parties commit themselves to:

- a) Developing a more highly skilled and flexible workforce.
- b) Providing employees with career opportunities through appropriate training to acquire the additional skills as required by the Company.

Taking into account;

The current and future skill needs of the Company.

The size, structure and nature of the Company.

The need to develop vocational skills relevant to the Company and the Industry.

Where, by agreement between the employee and employer, an employee undertakes training providing skills, which are not a company specific requirement, any time spent in the completion of this training shall be unpaid.

20. Inclement Weather Procedure

In the event of wet weather, work in the open will continue until the particular work in hand can no longer be done safely and efficiently.

Whilst it is raining, employees will be required to:

Continue to work under cover or relocate to alternative work under cover, on site.

Obtain materials and services for employees working under cover where there is only minimal exposure to inclement weather.

When required, perform emergency and safety work. In addition, work on unexpected breakdowns, which can be corrected in limited time duration.

Should a portion of the project be affected by wet weather, all other employees not so affected shall continue working in accordance with award conditions, regardless that some employees may be entitled to cease work due to wet weather.

If a halt to productive work occurs due to inclement weather, the parties agree that employees may be relocated to other unaffected sites.

Where the above steps are not possible, affected employees may be required to attend tool box meetings, work planning sessions or skills development activities, all of which will count as productive time for payment purposes.

Where work cannot continue because of inclement weather then the employee will be required to remain at work (at the employers discretion) without loss of pay.

21. Payment of Wages

Wages will be paid weekly by electronic funds transfer (EFT). The employer shall comply with all provisions in relation to the keeping of time and wage records and production of pay slips in accordance with the *Industrial Relations Act 1996*.

Each employee is responsible for the accurate and timely completion and provision of time sheets and production records.

22. Fares and Travelling Allowances

Employees will be paid an excess travel allowance as prescribed by Schedule A per day. Where the employee is not provided with transport, and is required by the employer to travel to and from the worksite then the fares allowance provided for in the State Award shall apply.

23. ETU Picnic Day

In accordance with picnic day provision the Company shall require from an employee proof of picnic day attendance, i.e. ETU ticket purchase before payment will be made for the day. A ticket purchased in relation to an alternative union picnic day is not sufficient for the purpose of payment.

Where possible no work shall be scheduled on the first Monday of December each year which is the Annual ETU picnic day.

24. Distant/Away Work

For the purposes of the clause "distant project" work is one where the location of the on site project work is such that because of its distance or because of the travelling facilities available to and from the location it is reasonably necessary for an employee to live and sleep at some place other than their usual place of residence.

When an employee is sent (other than at their own request), to work at a distant project as defined, the employer after consulting with the affected employees will pay the employee an allowance of \$125 per day to cover reasonable lodging in a well kept establishment, three adequate meals each day and all other expenses incurred. Provided that the foregoing allowance will be increased if the employee satisfies the employer that they have reasonably incurred a greater outlay than that prescribed.

It is acknowledged by all parties that both the employee and employer have an obligation to ensure that this is not abused by an employee and that employees must obtain suitable accommodation. In the event that the Company reasonably feels that an employee is not complying with this obligation then the Company will provide the employee with reasonable board and lodging in a well kept establishment with three adequate meals each day

Arrangements for working away will be formalized in writing and witnessed by another employee. The selection of employees for away work shall be solely at the discretion of the Company.

25. Supplementary Labour

The parties agree that when necessary to meet short term peak work requirements additional labour resources will be sourced from agreed bona fide Labour Hire Companies who meet as a minimum the wages and benefits of this agreement and have an enterprise agreement with the union signatory to this agreement.

26. Group Training Companies

The company when hiring apprentices or trainees from a Group Training Company shall advise the Group Training Company in writing before hiring that:

they have an enterprise agreement with the Union; and

the apprentices and trainees hired to the company shall be paid at least the rates and conditions of the Agreement; and

the Group Training Company shall be notified if a site allowance/project allowance is payable.

27. Union Dues

The Company agrees to make payroll deductions at the request of the employee for union dues during the life of the Agreement.

28. Bargaining Agents Fee

The company shall advise all current and existing employees that a "Bargaining Agents" fee of \$500.00 per annum is payable to the ETU on or prior to 16th December. The company shall further advise all current and existing employees that the first payment shall be paid to the ETU within one month of the certification of the agreement on a pro-rata basis up to the 16th December. Thereafter the bargaining agents fee shall then be paid annually, and in advance, on 16th December.

The company shall also advise all new employees prior to commencing work for the company that a "Bargaining Agents" fee of \$500.00 per annum is payable to the ETU on or prior to the 16th December each year. The employer shall advise the employee that he first payment shall be payable is pro-rata from the time of commencing until 16th December. Thereafter the bargaining agents fee shall then be paid annually, and in advance, on 16th December.

The relevant employee to which this clause shall pay the "Bargaining Agents" Fee to the ETU on a pro-rata basis for any time which the employee is employed by the company. By arrangement with the ETU this can be done in two instalments throughout the year. If an employee can demonstrate to the ETU that they are no longer employed by the company then they are entitled to apply to have such fees reimbursed on a pro-rata basis.

29. Tools

The company agrees to supply all necessary tools to perform tree clearing and associated duties for the NSW Electrical Distribution and Transmission Industry. Employees are responsible for the care of and the daily upkeep of those tools in accordance with Asplundh procedure.

30. Quality Assurance

The parties endorse the underlying principles of the Company's Integrated Management System, which seeks to ensure that its services are provided in a manner which best conforms to the requirements of the contract with its customer. This requires the Company to establish and maintain, implement, train and continuously improve its procedures and processes, and the employees to follow the procedures, document their compliance and participate in the improvement process. In particular, this will require employees to regularly and reliably fill out documentation and checklists to signify that work has been carried out in accordance with the customer's specific requirements. Where necessary, training will be provided in these activities.

31. Renewal of Agreement

Discussions will take place no later than 12 weeks prior to the expiry of this Agreement to renegotiate a future agreement.

32. On Call

- (a) An employee who is on call shall be paid an on call allowance of \$100.00 per week or such higher amount, if applicable, as determined by the client's own practice.

- (b) An employee who is on call for less than a whole week shall be paid one fifth of the allowance for each working day or part thereof and one quarter of the allowance for each Saturday, Sunday or Public Holiday or part thereof up to a maximum of the full allowance.
- (c)
 - (i) An employee who is on call is required to be available for emergency and/or breakdown work at all times outside the employee's usual hours of duty. Upon receiving a call for duty, the employee is to proceed directly to the job
 - (ii) Emergency and/or breakdown work includes restoring supply to customers or making equipment safe which has failed or is likely to fail or maintenance work is essential to prevent a supply failure
- (d)
 - (i) Payment for a call out shall commence from the time the employee receives a call and continues until the employee arrives back home. Payment is at the appropriate overtime rate.
 - (ii) Employees who are on call are not confined to their homes but they must be reasonably available so that they would not be delayed by more than 15 minutes in addition to the time it would normally take to travel from their homes to the place where the work is to be performed. Any delays in excess of 15 minutes will not be paid unless specifically authorised.
- (e) An employee may be required to attend any other calls which arise prior to returning home.
- (f) Employees who are called out are entitled to a minimum of one hour's pay at double time each time they are called out.
- (g) If a day worker is recalled to work overtime between the time determined by extending the employee's usual ceasing time on the previous day by 8 hours and 4am, the employee's normal starting time the next day shall be put back by the number of hours worked between those times.
- (h) If an employee is required to resume duty after a call out which exceeds four hours before having a 10 hour break, the employee shall be paid double time for all hours worked until a break of 10 consecutive hours has been taken.
- (i) Normal meal break and meal allowance provisions apply to overtime worked on callouts.

33. Stand Down After Overtime

Where Overtime is necessary, whenever possible it shall be organised so that employees shall have at least ten consecutive hours off duty. If so much overtime is worked that an employee cannot take a ten hour consecutive break before the normal commencement time, they shall be entitled to time off without loss of normal pay until they have had a ten consecutive hour break. If a ten hour break is not given then the employee is paid double time for all hours worked until a ten consecutive hour break is taken.

34. Recalled to Work Overtime

An employee who is recalled to work overtime and is not On Call as provided in clause 33 ON CALL shall be paid a minimum of four hours at the appropriate overtime rate.

The payment for an employee who is to work overtime commences from the time the employee receives the call and continues until the employee arrives home.

Except in the case of unforeseen circumstances arising, the employee shall not be required to work the full four hours if the job to which the employee was recalled, or which the employee was required to perform, is completed within a shorter period.

If a day worker is recalled to work overtime between the time determined by extending the employee's usual ceasing time on the previous day by eight hours and 4am, the employee's normal starting time the next day shall be put back by the number of hours worked between those times or paid at double time for the number of hours worked between those times.

If an employee is required to resume duty after being recalled to work overtime which exceeds four hours before having a ten hour break, the employee shall be paid double time for all hours worked until a break of 10 consecutive hours has been taken.

Recalled to work overtime means.

A direction given to an employee to commence overtime work at a specified time which is two hours or more prior to either the employee's usual or rostered commencing time, or one hour or more after the employee's usual or rostered ceasing time. (Whether notified before or after leaving the employee's place of work) or

A notification given to an employee after completion of the employee's day's work directing the employee to take up overtime work; or

A notification given to an employee whose normal hours do not include work on a Saturday, Sunday or Award holiday to work on any such day; or

A notification given to a shift worker to work on a rostered day off.

35. Workers Compensation

- a) Employees are required to immediately give notice to Asplundh of any injury incurred during working hours or whilst travelling to or from work.
- b) Where an employee visits a doctor with a work related injury he/she is required to inform the treating doctor that alternative duties are immediately available.
- c) Where an employee has failed to notify his employer that he/she has been involved in a work related incident that resulted in personal injury, the employer may require additional proof or verification that such an incident occurred before accepting responsibility for the injury.
- d) An employee who has suffered a work related injury will be required to provide details to the employer's Rehabilitation Co-ordinator and participate in the Company's rehabilitation programme to facilitate an early return to full duties.

36. Classification Structure

The structure detailed below provides an outline of tasks to be performed at each Grade.

Grade 1

Is a person employed to assist workers, undergo training and who possesses the basic skills and knowledge to safely carry out the required work. Grade 1 workers must have an understanding of Safe Working Practices and preferably have a background in the industry.

Grade 1 employees will be trained to ensure that they are competent in all OH&S requirements of the job.

To progress to a Grade 2 a person must be capable of competently performing the job requirements of that level.

Grade 2

Is a person employed on the clearance of vegetation in the vicinity of overhead powerlines. In addition to meeting the requirements for Grade 1 a Grade 2 employee will have received the appropriate training and hold certificates and qualifications and which may include those listed below:

- Truck license
- Chainsaw L1
- Limits of approach for non-electrical personnel
- First Aid
- Elevated Work Platform license
- Pruning Course
- Traffic Management

Grade 2A

Is a person who has met the requirements of Grade 2, has 6 months continual service with the company, and has been assessed as a competent Grade 2 worker. Grade 2A shall receive the daily First Aid allowance.

Grade 2B

Is a person who has met the requirements of Grade 2A, has 2 years continual service with the company, (or has 2 years or more relevant industry experience that the Company deems equivalent to continual service with the company) and has been assessed as a competent Grade 2A worker.

In addition to grade 2A, Grade 2B shall receive a daily seniority allowance, equal to the first aid allowance.

Grade 3

Is a person who has met most of the requirements of Grade 2 and is employed in one or more of the following categories:

- Tree Climber - Level 1 (This is where a person is competent in ascending and descending from a tree, cutting branches and simple to moderate rigging of work ropes and branches)

- Customer notification

- Leading Hand (Level 1 - for 3 to 5 employees)

Grade 4

Is a person who has met most of the requirements of Grade 2 and who is employed in one or more of the following categories:

- Tree Climber - Level 2 (In addition to the Level 1 Tree Climber duties will undertake complex rigging with both work and life lines)

- Leading Hand (Level 2 - for 6 or more employees)

Grade 5

Is a person employed as (and holds a certificate) an Arborist and who is competent and qualified to carry out the work of a Grade 4 employee.

37. Allowances

- a) Leading hand, Level one allowance: Hourly rate paid to an employee who is not a grade 3, who may be in control of up to 5 men and be given additional responsibilities. Payable per day-hour while carrying out these responsibilities.
- b) Leading hand, Level two allowance: Hourly rate paid to an employee who is not a grade 4, who may be in control of over 6 men and be given additional responsibilities. Payable per day-hour while carrying out these responsibilities
- c) Foreperson (Responsibility Allowance): Hourly rate payable to an employee who has increased responsibilities and is responsible for supervising several employees or crews. Capable of carrying out relevant reporting and paperwork functions, landowner visits and client liaison. Payable per day-hour while fulfilling these duties.
- d) Non-arborist Climbing Allowance: Payable to certificated climbers for day hours spent climbing. Not payable to employees undergoing training or for less than a whole hour.
- e) Arborist Allowance: Payable to employees who have an arborist certification or equivalent where those qualifications and/or skills are required on the job. Payable per day-hour while fulfilling these duties.
- f) Meal Allowance: Payable when Asplundh provides accommodation without meals. Payable where unplanned overtime is worked as per the Award.
- g) Incidental Travel Allowance: Daily rate payable to an employee who presents himself/herself for work for all or part of a day for all travel to and from the jobsite within the 50km radius. Payment will be made in equal amounts for each qualifying trip. Provided that it is not payable to a worker who is not required to start work at the jobsite or payable where an employee receives travel time payments to travel to distant work.

38. Signatories

Signed for and on behalf of Asplundh Tree Expert (Australia) Pty Ltd

Signature

Witnessed

Print Name

Print Name

Date 9/5/05

Signed for and on behalf of the Electrical Trades Union of Australia, New South Wales Branch

Signature

Witnessed

Print Name

Print Name

Date 9/5/05

Attachment 1 - Redundancy Provisions (per Parent Award)

Period of Service	Employees under 45 years		Employees 45 Years and Over	
	Redundancy Pay	Additional Notice or Pay in Lieu of Such Notice	Redundancy Pay	Additional Notice or Pay in Lieu of Such Notice
Less than 1 year	Nil	1 week	Nil	1 week
1 year and less than 2 years	4 weeks	2 weeks	5 weeks	2 weeks
2 years and less than 3 years	7 weeks	2 weeks	8.75 weeks	3 weeks
3 years and less than 4 years	10 weeks	3 weeks	12.5 weeks	4 weeks
4 years and less than 5 years	12 weeks	3 weeks	15 weeks	4 weeks
5 years and less than 6 years	14 weeks	4 weeks	17.5 weeks	5 weeks
6 years and over	16 weeks	4 weeks	20 weeks	5 weeks

SCHEDULE A

Present Rates (Prior to Endorsement)

Classification	All-Purpose hourly rate	Daily Average Excess Travel Time
Grade 1	\$16.840	\$5.911
Grade 2	\$17.727	\$5.911
Grade 3	\$18.613	\$5.911
Grade 4	\$19.500	\$5.911
Grade 5	\$21.272	\$5.911

Rates applying on or after the first full pay period after 1st January 2005

Classification	All-Purpose hourly rate	Daily Average Excess Travel Time
Grade 1	\$16.84	\$6.00
Grade 2	\$17.99	\$6.00
Grade 3	\$18.89	\$6.00
Grade 4	\$19.79	\$6.00
Grade 5	\$21.59	\$6.00

Rates applying from first full pay period after 1st July 2005

Classification	All-Purpose hourly rate	Daily Average Excess Travel Time
Grade 1	\$17.09	\$6.09
Grade 2	\$18.26	\$6.09
Grade 3	\$19.17	\$6.09
Grade 4	\$20.09	\$6.09
Grade 5	\$21.91	\$6.09

Rates applying on or after the first full pay period after 1st January 2006

Classification	All-Purpose hourly rate	Daily Average Excess Travel Time
Grade 1	\$17.35	\$6.18
Grade 2	\$18.53	\$6.18
Grade 3	\$19.46	\$6.18
Grade 4	\$20.39	\$6.18
Grade 5	\$22.24	\$6.18

Rates applying on or after the first full pay period after 1st July 2006

Classification	All-Purpose hourly rate	Daily Average Excess Travel Time
Grade 1	\$17.61	\$6.27
Grade 2	\$18.81	\$6.27
Grade 3	\$19.75	\$6.27
Grade 4	\$20.70	\$6.27
Grade 5	\$22.57	\$6.27

Schedule B- Allowances (present rates)

Item Number	Brief Description	Hourly/Daily	Amount
1.	Non-arborist climbing allowance	Hourly	\$0.50
2.	Arborist Allowance	Hourly	\$0.85
3.	Leading Hand (Level 1)	Hourly	\$0.60
4.	Leading Hand (Level 2)	Hourly	\$1.50
5.	First Aid Allowance	Daily	\$2.20
6.	Seniority Allowance (Grade 2B)	Daily	\$2.20

(3% increase)

Schedule B- Allowances applying on or after the first full pay period after endorsement

Item Number	Brief Description	Hourly/Daily	Amount
1.	Non-arborist climbing allowance	Hourly	\$0.52
2.	Arborist Allowance	Hourly	\$0.88
3.	Leading Hand (Level 1)	Hourly	\$0.62
4.	Leading Hand (Level 2)	Hourly	\$1.55
5.	First Aid Allowance	Daily	\$2.27
6.	Seniority Allowance (Grade 2B)	Daily	\$2.27

Schedule B- Allowances applying on or after the first full pay period after 1st January 2006

Item Number	Brief Description	Hourly/Daily	Amount
1.	Non-arborist climbing allowance	Hourly	\$0.54
2.	Arborist Allowance	Hourly	\$0.91
3.	Leading Hand (Level 1)	Hourly	\$0.64
4.	Leading Hand (Level 2)	Hourly	\$1.60
5.	First Aid Allowance	Daily	\$2.34
6.	Seniority Allowance (Grade 2B)	Daily	\$2.34