

# ENTERPRISE AGREEMENT

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REGISTER OF  
ENTERPRISE AGREEMENTS



ENTERPRISE AGREEMENT NO: EA98/171

TITLE: Asplundh Enterprise Agreement (New South Wales) 1998

I.R.C. NO: 98/2107

DATE APPROVED/COMMENCEMENT: 28 May 1998

TERM: 36 months

NEW AGREEMENT OR  
VARIATION: New

GAZETTAL REFERENCE:

DATE TERMINATED:

NUMBER OF PAGES: 28

**COVERAGE/DESCRIPTION OF**

**EMPLOYEES:** Applies to employee members of the Electrical Trades Union of Australia engaged on line clearance, vegetation control and maintenance and inspection of electricity distribution poles when employed by electricity generation, transmission and/or distribution authorities.

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



# **Asplundh Tree Expert (Australia) Pty Ltd**

**Asplundh Enterprise Agreement (New South Wales)**

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Registered  
Enterprise Agreement  
Industrial Registrar

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## 1. TITLE

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This Agreement will be known as the Asplundh Enterprise Agreement (New South Wales) 1998.

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## 2. APPLICATION OF AGREEMENT

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This Agreement shall apply to:

- (a) Asplundh Tree Expert (Australia) Pty Ltd ("Asplundh") in the State of New South Wales.
- (b) The Electrical Trades Union of Australia, New South Wales Branch (herein known as the ETU) and Asplundh's employee members of the ETU engaged on line clearance, vegetation control and maintenance and inspection of electricity distribution poles when employed by electricity generation, transmission and/or distribution authorities ("the employees").

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## 3. DATE AND PERIOD OF OPERATION

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This Agreement will commence on or after the date or dates set by the Industrial Relations Commission of New South Wales and shall remain in force for a period of three years from that date.

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## 4. COMMITMENTS

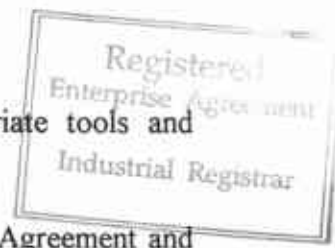
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- 4.1 Asplundh and its employees have a common sympathetic interest in the Tree Trimming and Line Contracting Industry, therefore they must work together to provide a stable and harmonious work environment. These conditions are necessary to improve and maintain the relationships between Asplundh, its employees and its customers. Progress in the industry demands a mutuality of confidence between Asplundh and its employees that can only be achieved if all the parties work together as a team. All will benefit by continuous peace and by addressing any differences with a rational common sense approach.
- 4.2 Employees shall not contract for or carry out any work in direct competition with Asplundh or carry any work that is the business of Asplundh outside of normal working hours without the permission of a senior manager.
- 4.3 Employees shall be required to perform all their designated duties in accordance with specified quality standards whilst conforming to Asplundh Policies, good safety practices, the company's Rules and at all times using good common sense.

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Asplundh will provide a safe working environment and appropriate tools and equipment to carry out the work.

4.4 The parties acknowledge their commitment to the principles of this Agreement and to abiding to laws of the day that may take precedence. They further acknowledge their understanding that, because of the nature of the industry, Asplundh, as a private contracting company, must tender for all its contracts and must have flexibility and the co-operation of its employees to be able to meet client demands.

4.5 The parties agree that as a result of this Agreement Asplundh needs to achieve significant productivity improvements to continue to hold a competitive edge within the market place, therefore remaining in business as a viable contractor.

4.6 As a consequence, the parties agree that this Agreement commits the employees to exercise the necessary flexibility and broadness of approach as contained in this Agreement so that the company remains competitive in the market place.

4.7 Each employee confirms his/her commitment to continuing performance improvements that ensure that the company will remain competitive in a competitive marketplace. This will be achieved if the following goals are consistently met:

- Continual improvements in workplace safety awareness and work practices.
- Workplace injuries have been eliminated.
- Employees are watching out for each other's safety and continually reminding each other of hazards.
- Tools are always in good condition and safe to use.
- Vehicles and plant are well cared for and repair costs are minimised.
- Nil down time for plant and equipment.
- Work instructions are being followed and commonsense used in the workplace.
- Customer goals of eliminating tree related faults and incidents are consistently being met.
- Target dates are being consistently met while meeting specified quality standards.
- All employees are genuinely interested in the job and offer practical suggestions on improvements to the way things are done.
- Employees are not mis-using sick leave and workers comp., leave without pay is nil and minor lost time accidents do not happen.
- Employees have "ownership" in the company and take pride in their work.

4.8 The parties acknowledge their commitment to the implementation of this Agreement.

4.9 It is understood that Quality Assurance is a key factor in ensuring that Asplundh is the leading contractor in the Industry. The parties are, therefore, committed to continuing the introduction and improvement of Asplundh's Quality Assurance programme. The parties are further committed to a programme of continued improvement of all quality systems and methodologies.



- 4.10 The parties are committed to frank and open discussion between Supervisors, Contract Co-ordinators and employees on any matter relating to employment without third party interference.

## 5. TRAINING

Registered  
Enterprise Agreement

- 5.1 The parties acknowledge the changes within the Tree Trimming and Line Maintenance and Construction Industry and the need to anticipate those changes so that employees are ready with the necessary skills and knowledge to meet the changing Industry Standards and client demands safely and efficiently.
- 5.2 The parties recognise that private contractors are faced with short-term contracts and fluctuating workloads and employees need to gain transportable skills, training and qualifications.
- 5.3 Asplundh confirms its commitment to improving its employee's skills with training that will make them a productive employee in the industry for years to come. Training costs to bring staff to this level are considerable and Asplundh expects a commitment from employees to respond to this investment by remaining loyal as long as the company holds the contracts and longer if alternative work is won.
- 5.4 Therefore the parties shall enter into a commitment to increase the efficiency, productivity and the competitiveness of the company by:
- (a) developing a more highly skilled and flexible workforce.
  - (b) providing employees with career opportunities through appropriate training to acquire the skills as required by the company.
  - (c) encouraging employees who wish to gain qualifications which are not directly related to the Tree Trimming and Lines Industry but are aimed at self improvement.
- 5.5. It is agreed that Asplundh will continually review its Training Programme to ensure that it is consistent with the current and future needs of Asplundh and anticipates Industry requirements.
- 5.6 Where it is agreed between Asplundh and an employee that additional training should be undertaken by the employee, that training may be undertaken on the job or off the job as required. Provided that if the training is undertaken during normal working hours the employee shall not suffer any loss of pay.
- 5.7 Any costs associated with standard fees and required text books (except those text books provided by Asplundh or which are readily available from a library) for courses an employee has been directed to attend by Asplundh, shall be reimbursed by Asplundh upon production of evidence of such expenditure. Where employees wish to attend courses in their own time and the courses may ultimately have some benefit to Asplundh some of the costs involved may be refunded if an application is made prior to enrolling for the course.

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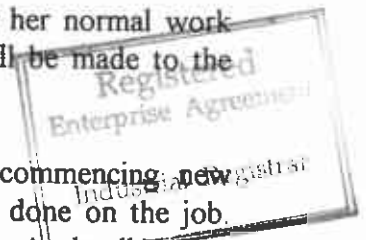
- 5.8 Asplundh will reimburse travel costs incurred by an employee if the employee is required to undergo training or refresher courses outside his or her normal work area. Where Asplundh provides transport no reimbursement will be made to the employee.
- 5.9 Where training is required before starting new contracts or commencing new employment with Asplundh, this training may not be able to be done on the job. Employees may be required to attend training courses, provided at Asplundh's cost, in their own time to demonstrate that they have the commitment and ability to safely work on tree trimming and line work.
- 5.10 The parties shall review any disputes arising in relation to training. If the matter is not resolved then the Disputes Resolution Procedure contained in this Agreement will be implemented.

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## 6. HOURS OF WORK

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- 6.1 The ordinary hours of work shall be 38 hours per week worked any time between 6.00 am to 6.00 pm Monday to Friday.
- 6.2 Ordinary hours of work can be varied by agreement between Asplundh and the majority of the employees concerned to accommodate the hours of work required to for the most efficient and safe operation of the enterprise and the client. Where changes to the ordinary hours are a contractual requirement Asplundh will advise employees of the implications if any.
- 6.3 The parties acknowledge, that the attitudes of employers, employees and clients are changing towards hours of work and Rostered Days Off (RDO/s). More flexibility must be available to provide for options in how the parties introduce innovation and flexibility in the workplace and how work is performed.
- 6.4 To provide this flexibility, the 38 hour working week can be worked as a 5 day (Option 1) or a 4 day (Option 2) working week. Option 2 will only be worked provided the customer, Asplundh and a majority of employees agree to Option 2. In addition, Option 2 will only be worked where possible daylight working hours exceeds 9.5 hours per day.
- 6.5 **Option 1: Five Day Working Week with Rostered Days Off**
- 6.5.1 To accumulate RDO time, normal time worked in excess of a 7.6 hour day will be accumulated to provide for a paid RDO after each 19 days worked.
- 6.5.2 Time accumulated towards a RDO may held until the hours are equivalent of 5 days at which time any further accruals will be paid out as the time accrued reaches 7.6 hours.
- 6.5.3 By agreement employees may choose to be paid their normal hours plus the time accumulated in lieu of taking RDOs where Asplundh has no contractual



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requirements relating to RDOs. This accumulated time will be paid out at normal time rates. Employees who chose this option and work through what would have been a RDO and take payment in lieu will be paid at normal time rates for what would have been their RDO.

**6.5.4** If the majority of the employees concerned chose not to take RDOs, Asplundh will, in consultation with the parties to this Agreement, agree to cease accumulating time towards RDOs and such time worked in excess of the normal working hours will be paid as overtime. By agreement 40 normal hours may be worked per week.

**6.5.5** Where employees chose to take an RDO when they have not accumulated enough time to be paid for the full 7.6 hours they will only be due for payment such time that they have accumulated.

**6.5.6** Reasonable Overtime, if required to meet contractual obligations, be worked on a Rostered Day Off or weekend.

**6.6 Option 2: Four Day Week – Rostered Days accrual for wet time contingency**

**6.6.1** The Employee's ordinary hours of work shall be 38 hours per week as specified in the contract documents or as agreed by Asplundh and the majority of the employees. Ordinary hours (paid as Rate 1) may be worked as a 4-day week or a 5-day week to suit seasonal conditions and contractual requirements. The days and hours to be worked will be subject to the agreement of the majority of the employees, Asplundh and with the consent of the Customer. A calendar will be provided which sets out the normal 4 day week work days.

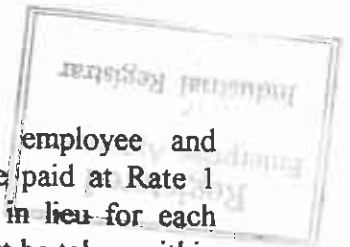
**6.6.2** A 4 Day Week will work as follows:

- (a) A 4 Day Week will consist of 4 days of (usually) equal normal working hours. A normal day for a 4 day week will consist of 9.5 hour days at Rate 1 as set out in Schedule 1. This may reduce to five 7.6 hour days at Rate 1 at the direction of Asplundh for the purpose of training, lack of sufficient daylight hours or to meet contractual or customer requirements.
- (b) Where a week includes a Public Holiday that falls on a Monday, Tuesday, Wednesday, Thursday or Friday, the Public Holiday will be paid at 7.6 hours normal time for that Public Holiday.
- (c) Public Holidays may be worked by employees and will be paid at Rate 1 for the first 7.6 hours worked and 1.5 times Rate 1 for any additional time worked plus the normal payment due for a Public Holiday. Alternatively, by agreement, a day in lieu of the normal Public Holiday payment will be credited to the employee. This day in lieu must be taken by the employee within 1 month of the Public Holiday when the employee worked.
- (d) From time to time it may be necessary to change the days worked to meet contractual obligations for part of the workforce.

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- (e) Where contractual commitments require extended hours of work, the fifth, sixth and seventh day will be paid as follows:
- (i) Day 5 - 7.6 hours at 1.5 times Rate 1. Additional hours worked at 2 times Rate 1;
  - (ii) Day 6 - 2 hours at 1.5 times Rate 1. Additional hours at 2 times Rate 1;
  - (iii) Day 7 - All hours worked at 2 times Rate 1;
  - (iv) Alternatively, by agreement between the employee and Asplundh, all hours worked on day 7 will be paid at Rate 1 provided that the employee takes a day off in lieu for each additional day worked and such day in lieu must be taken within 1 month of the day worked or the day in lieu will be paid to the employee at 7.6 hours at Rate 1 in Schedule 1.



**6.6.3 Wet Weather Credits:**

- (a) By agreement with the employer, each employee may accumulate additional normal time credits over and above RDO accruals for use as paid time during periods of standown due to inclement weather or for some other agreed reason where normal payments may not be due. This accrued Wet Weather Credit time will be recorded separately from normal RDO accrued time and will belong to the employee.
- (b) For the purpose of accruing Wet Weather credits equal to 38 hours paid time, employees, with the agreement of the employer, may work additional time, over and above any accrual time for their normal RDOs, during a set period. Wet Weather credits must be accrued on the same basis as RDO time as a consistent accrual amount. Employees who are absent from work or fail to work the additional accrual time during the Wet Weather credit accrual period may not accrue the full 38 hours until additional accrual time is worked to top up used credits. Wet Weather credits may be cashed in or taken as per RDO accrued time for reasons other than as payment in lieu of stand down, but employees who do so and are stood down may not receive full or any payment for time lost. To ensure that employees work consistent hours, Wet Time credits will be accrued and topped up by crew rather than by each individual and, by agreement, employees may lessen the accrual period by working longer hours. If an employee so chooses, he/she may accrue Wet Weather credits equal to 38 hours and thereafter top up from RDO accruals. For this purpose Wet Weather Credits may be accrued on both 4 day and 5 day working weeks. In the case of a 4 day working week, a consistent accrual at normal time will be worked over and above the normal daily hours applicable.
- (c) Provided that, where no inconvenience is caused to other employees, an employee may choose not to accumulate Wet Weather Credits against possible stand down. Employees may also choose to use accumulated

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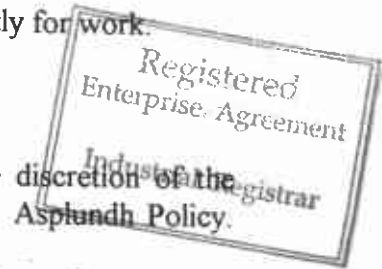
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RDO time in lieu of Wet Weather credits. The employer will make every effort to accommodate the employee's choice. The purpose of this clause is to ensure that employees receive at least their normal weekly pay

- 6.7 It is recognised by the parties that inefficiencies exist with work not commencing or finishing at the official starting and finishing times. To overcome this inefficiency employees will be ready to work at the official start time and cease at the official finishing time. Work time shall be at the work site dressed correctly for work.

#### Meal Breaks

- 6.8 The timing of meal breaks on any particular job will be at the discretion of the foreman in charge of the crew and will be not inconsistent with Asplundh Policy. Occupational Health and Safety considerations shall prevail.



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## 7. INCLEMENT WEATHER

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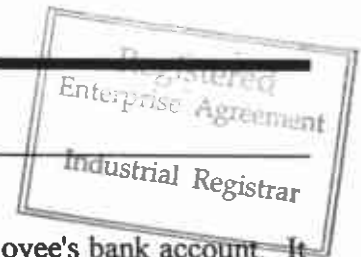
- 7.1 "Inclement Weather" shall mean the existence of continuous heavy rain or abnormal climatic conditions (whether they be those of hail, snow, unusual cold temperature, high wind, severe dust storm, smoke, extreme high temperature or the work site badly is effected badly by surface water), by virtue of which it is either unsafe and/or unreasonable for employees to continue working.
- 7.2 Rate 1 as set out in Schedule 1 includes an allowance that covers Inclement Weather conditions as would normally be expected in the location covered by this Agreement.
- 7.3 During periods of inclement weather, consultation will be held between management and the employees concerned at the earliest possible time, with a view to deciding whether workers should continue, stop or move to an alternative workplace.
- 7.4 Payment for time not worked due to inclement weather will not be made unless appropriate discussions between Asplundh and employees are undertaken to confirm the conditions are severe enough that work should not continue. Employees are not to leave the site until the Asplundh Supervisor tells them they may leave the site. Similarly, where possible, employees will move to an alternative site not affected or to a covered area where they can service tools and equipment, receive training and safety instruction etc. Failure to follow instructions to do so will result in the loss of payment for such periods. In all cases consideration shall be given to ensuring that the workplace is safe and safe systems of work are employed.
- 7.5 The parties agree that there will be no unilateral automatic cessation of work in hot, cold or inclement weather. Dependent on circumstances and the job in hand, employees may be relocated to an alternative work site or may request a short respite from the heat from their foreman if the need arises.

- 7.6 Unilateral automatic cessation of work without prior consultation with Asplundh or the Asplundh supervisor will lead to a loss of pay for the period concerned.
- 7.7 Where inclement weather conditions are such that the employer, after discussions with the foreman or leading hand, decides before work starts, that it is unlikely that the weather will clear to enable any work to be reasonably carried out and alternative work or training is not available, employees will be advised that there will be no work for that day. Payment for the day will be paid from Wet Weather Credits. Where employees have been told to proceed to the jobsite and work may have been started, but cannot continue and no other work can be offered, employees will be paid for such time as they were on the worksite at Rate 1 and for the remainder of the day, they will be paid from their accumulated Wet Weather Credits.
- 7.8 Where a 4 day week is being worked and inclement weather causes a day or days productivity to be lost as per 7.7, employees will be paid for any normal time worked and will be paid Wet Weather Credits for the remaining time. In the case of extended inclement weather and where insufficient Wet Weather time has been accrued for the purpose of making time worked up to a normal day's pay, employees will be offered the opportunity to make up time by working day 5,6 or 7, in that order, at the rates set out in clause 6.6. Provided that employees who have not taken the opportunities offered to accumulate Wet Weather credits may receive no payment for stand down time.

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## 8. ELECTRONIC FUNDS TRANSFER

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- 8.1. Wages will be paid by electronic funds transfer into the employee's bank account. It is a condition of employment that employees provide Bank Account details of a bank that has full electronic banking facilities available that allow electronic transfers from Asplundh's Bank.
- 8.2. The parties agree that during the life of this Agreement, they will work towards introducing a system that provides employees with up to date information on RDO and Wet Weather accrual hours.
- 8.3. Pay Slips are to include as a minimum the following information:
- Name of employee
  - Period to which pay relates
  - Ordinary hourly rate
  - Overtime rates
  - Gross payment
  - Net payment
  - Amount of Asplundh's and the employee's superannuation contribution (where appropriate)
  - Expenses reimbursed

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## 9. PROTECTIVE CLOTHING

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- 9.1 Employees must present a professional image and conform to all appropriate company safety policies.
- 9.2 Before starting work on site new employees shall be informed of the policies relevant to the work they will engaged on. New employees, probationary employees and casual employees, whether undergoing training or on the work site, will provide themselves with steel toed safety boots as approved by the Supervisor. Asplundh will issue standard company clothing, hard hat and any other safety equipment deemed necessary for safely carrying out the work to which the employee is assigned. Asplundh, on a fair, wear and tear basis, will replace safety boots.
- 9.3 Employees are required to wear company-supplied clothing and safety equipment at all times during paid working hours. Failure to do so will result in the employee being ordered to leave the work site until correctly attired and equipped. No payment will be due to the employee for time on site while not conforming to the company policy on clothing and safety equipment.
- 9.4 Employees shall keep all standard company clothing and safety equipment clean and in a safe, working condition given the nature of the type of work.
- 9.5 All company clothing and equipment remains the property of Asplundh and all such company clothing and equipment must be returned to Asplundh by the employee at the cessation of employment.
- 9.6 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 twelfth of the item or \$Nil value after 12 months, maybe deducted. Where cold climatic conditions exist, Asplundh may provide warm clothing as part of the company uniform and this will be treated similarly.
- 9.7 Casual workers employed on a short term or on an intermittent basis may not be issued with a full kit and may be issued with good quality freshly laundered clothing if it is available.

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## 10. EMPLOYEES

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It is agreed that all employees covered by this Agreement will perform all the works necessary to complete the work as described in Asplundh's contracts provided that the employees have the appropriate skills, training and licensing (if required) or are undergoing on the job training. Use of an employees special skills may lead to a re-classification of the employees under this Agreement.



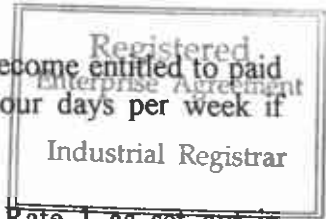


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## 11. ANNUAL LEAVE

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- 11.1 At the end of each year of employment each employee shall become entitled to paid annual leave of 4 weeks (20 days), calculated as five 7.6-hour days per week if working either a 4 or 5 day working week.
- 11.2 Annual Leave calculations will be based on the employee's Rate 1 as set out in Schedule 1 plus a Leave Loading of 17.5%. No loading is payable to an employee who takes annual leave wholly or partly in advance; provided, if the employment of such employee continues until the day he/she would have become entitled to annual leave, the loading then becomes payable in respect of the period of such annual leave.
- 11.3 Annual Leave shall be taken at a time specified by Asplundh, but in accordance with statutory requirements. Employees may request leave at some other time but must discuss this with his/her supervisor no less than two weeks before he/she wishes to take leave and lodge a leave application. The approved leave application must be in Head Office 2 weeks prior to the first day of the leave to be taken. Annual Leave must be taken within 12 months of falling due, in blocks of no less than 5 days.
- 11.4 Employees who take annual leave in advance will have any advance payments of annual leave deducted from his/her final pay if his/her employment ceases prior to the date at which that leave was due.
- 11.5 Asplundh may require that employees take annual leave or use accumulated RDOs during shut down periods as prescribed by Asplundh or Asplundh's clients.
- 11.6 Notwithstanding the provisions of Clause 11 an employer may, by giving one months notice to the employee advise that the employer's establishment, project or business, shall observe a complete close-down period at the next following Christmas- New Year.
- 11.7 In a case where an employee has not completed twelve months service at the Christmas-New Year close-down, such employee shall, provided that he/she has been employed continuously for one week or more, be entitled to leave on a pro rata basis for each week of continuous service and such an employee may be stood down for the duration of the close-down period, provided that he/she shall be paid for all public holidays occurring during the close-down period. This clause does not apply to employees on a casual basis.



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## 12. PAYMENT FOR ANNUAL LEAVE

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- 12.1 Where an employee takes annual leave by agreement with the employer, payments for such leave may be paid into his/her bank account on their normal payday as if the employee was at work. Provided that, where the employer's establishment closes for the Christmas holiday period, payments will normally be paid as a lump sum on

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the last day of work. For the purpose of assessing an employee's annual leave pay for the year Asplundh may fix a cut-off date other than the anniversary of the commencement of the employee's employment.

**12.2** Where it is necessary to estimate the employee's hours of work for the purposes of paying wages in full prior to leave being taken and, for whatever reason the hours estimated are not worked an adjustment will be made to the first pay due on the employee's return to work. Employees may request that the employer withholds a weeks pay to be paid on the first payday on the employees return to work.

**12.3** Asplundh may allow employees to take accrued Annual Leave before it is due after the employee has worked for the company for more than six months. Employees may apply to take accrued leave earlier than this in cases of hardship, compassionate grounds or other special cases.

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## **13. SUPERANNUATION**

Employees shall be entitled to occupational superannuation in accordance with the provisions of the Superannuation Guarantee (Administration) Act, 1992.



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## **14. SAFETY**

The parties acknowledge their commitment to maintaining a safe workplace and agree that all have a role to play in eliminating unsafe work practices, abuse of tools and equipment and implementing Asplundh's policy on safety.

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## **15. SICK LEAVE**

**15.1** After 3 months continuous service with the employer, Employees will be entitled to paid sick leave of up to 3 days (each of 7.6 hours) in their first 6 months of continuous service with Asplundh. After a further 6 months of continuous service with Asplundh, employees shall be entitled to a further 2 days sick leave. Thereafter in each subsequent year of employment, employees will be entitled to sick leave of up to 8 days (of 7.6 hours per day) per annum calculated at Rate 1 as set out in Schedule 1.

**15.2** In the event that an employee has a responsibility in relation to a prescribed person as set out below, the employee can use any sick leave entitlement which has accrued to provide care and support for such a prescribed person when the prescribed person is ill provided that if required, the employee shall establish the illness of the prescribed person by production of a medical certificate.

**15.3** A prescribed person in this Clause means a spouse (including a defacto spouse), a dependant child (including an adopted child, step child, foster child or ex nuptial child), parent (including a foster parent and legal guardian of the employee) or same

sex partner who lives with the employee as the defacto partner of that employee on a bona fide domestic basis.

- 15.4** Employees may be required to produce a medical certificate or other agreed supporting evidence for all claims for payment of sick leave. Asplundh is also entitled to require employees to produce an additional medical certificate at Asplundh's expense from a doctor nominated by Asplundh.
- 15.5** Employees shall, wherever practicable, either the day before or no later than one hour before work would normally start, inform Asplundh of the employee's inability to attend work and, as far as possible state the nature of the injury or illness and estimated duration of the absence.
- 15.6** Unused sick leave may accumulate for a maximum of 12 years from the end of the year from which it accrues but will not be converted into a cash payment upon termination of employment of the employee.
- 15.7** Sick leave shall not be paid in respect of any public or annual holiday for which an employee is entitled to full pay, nor for any day on which an employee is entitled to workers' compensation.

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## **16. BEREAVEMENT LEAVE**

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- 16.1** Employees are entitled after notice is given to Asplundh within 24 hours of the death of a prescribed person, to a maximum of 2 days leave (each day of 7.6 hours) without loss of pay on each occasion to attend the funeral of a prescribed person. Asplundh may request the employees to produce satisfactory evidence of the death of a prescribed person.
- 16.2** A prescribed person in this clause means is the employee's husband, wife (including defacto husband or wife), father, mother (including foster and step parents), brother, sister, child, step child, grand child grandparent or parent in law.

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## **17. PARENTAL LEAVE**

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Parental leave, maternity, paternity and adoption leave is unpaid leave which is provided in accordance with the Industrial Relations Act 1996 (NSW).

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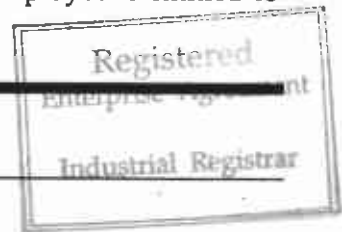
## **18. PUBLIC HOLIDAYS**

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- 18.1** Employees are entitled to all public holidays that are declared as public holidays in the state of New South Wales.

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- 18.2 Where an employee is absent from employment on the working days before or after a public holiday without reasonable excuse or without Asplundh's consent, the employee shall not be entitled to payment for each holiday.

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## 19. JURY SERVICE

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- 19.1 Employees are entitled to leave of absence during any period when required to attend the jury service provided that any jury service fee received from the Court is refunded to Asplundh.

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## 20. CONSULTATIVE COMMITTEE

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- 20.1 The parties agree that for the effective operation of this Agreement it is desirable to establish a Consultative Committee.
- 20.2 The Consultative Committee will consist of 1 Management Representative, 1 Supervisory Staff member and 1 Employee Representative. The Supervisory staff member and Employee Representative to be elected by the majority of the employees.
- 20.3 Members of the Consultative Committee, in full or in part if all the parties are represented, will meet on a regular basis (a timetable will be established) during normal working hours and will be entitled to payment for their attendance. It is agreed that if a meeting is likely to continue beyond normal working hours, matters not dealt with will be moved to the agenda of the next meeting as overtime will not normally be paid.
- 20.4 The Consultative Committee is firmly committed to ensuring that all the employees of Asplundh are kept informed of the committee's progress and to this end the Committee will produce a report after each meeting which can be published in Asplundh's News Letter circulated to all staff.
- 20.5 A Charter will be produced by Asplundh's management that defines the role, sets goals and gives a directional purpose.

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## 21. MONITORING THIS AGREEMENT

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The parties shall continuously monitor the effectiveness of this Agreement and shall, on its expiration, review whether or not the purpose of the Agreement was met.

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## 22. CASUAL EMPLOYEES

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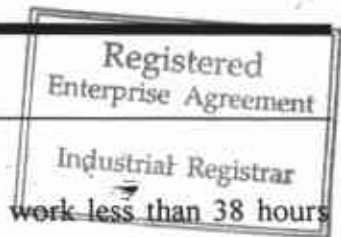
- 22.1 Casual employees are employees who are engaged and paid as casual employees. Casual employees will be paid 1.2 times the hourly rate 1 specified in Schedule 1 for each hour worked.
- 22.2 Annual leave, annual leave loading, sick leave, jury service, bereavement leave, public holidays and redundancy clauses in this agreement do not apply to casual employees.

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## 23. PART-TIME EMPLOYEES

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- 23.1 Part-time employees are employees who are employed to work less than 38 hours per week.
- 23.2 Part-time employees will be entitled to annual leave and sick leave on a pro rata basis for each employee in proportion to a 38 hour week.
- 23.3 Part-time employees will only be entitled to pay for public holidays and bereavement leave if the public holiday or leave falls on a day that he/she would otherwise be required to work.



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## 24. DISPUTE RESOLUTION PROCEDURE

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- 24.1 The procedure for the resolution of grievances and/or industrial disputes concerning matters arising under this Agreement between Asplundh and an individual employee or Asplundh and a group of employees is as follows:
- (a) The employee or employees shall notify Asplundh as to the substance of the grievance, by requesting a meeting with Asplundh for bilateral discussions and state the remedy sought;
  - (b) The grievance must be initially be dealt with as close to the source as possible, with graduated steps further discussion and resolution at high levels of authority.
  - (c) Reasonable time limits must be allowed for discussion at each level of authority.
  - (d) If appropriate, the matter may be discussed between the union and senior management.
  - (e) Employees may be represented by another person.

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- (f) During the time when a procedure is being followed, normal work must continue.
- (g) In the absence of agreement either party may refer the matter to the Industrial Relations Commission of New South Wales for resolution.

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## 25. WORKERS COMPENSATION

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- 25.1 Employees are required to immediately give notice to Asplundh of any injury incurred during working hours or whilst travelling to or from work.
- 25.2 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.
- 25.3 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.
- 25.4 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.

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## 26. ANTI-DISCRIMINATION AND SEXUAL HARRASSMENT

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- 26.1 Asplundh is a non-discriminatory and equal opportunity employer. Employees must not engage in any form of unlawful discrimination and shall treat all fellow employees in a respectful manner. Asplundh expects employees to respect and value the diversity of the work force by helping to prevent and eliminate discrimination and sexual harassment.
- 26.2 Any dispute concerning discrimination or sexual harassment should be progressed initially under the Dispute Resolution Procedure in this Agreement. Employees are expected to report instances of discrimination and/or sexual harassment. Such reports will be dealt with on a confidential basis.

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## 27. TRAVEL AND EXPENSES

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- 27.1 Travel Allowances and payments are included in Rate 1 as set out in Schedule 1 for all purposes. Employees are required to start and finish on the job site at the normal

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time unless otherwise instructed. Any time spent travelling (travel time) to the worksite outside of the 50km radius will be paid at Rate 1 as set out in Schedule 1.

**27.2 Registered Office, Workshop or Depot** - shall also mean a Nominated Point where employees are based or work in areas remote from Asplundh's Workshop or Depot.

**27.3** Asplundh's Workshop, Depot or a Nominated Point will be the centre of the 50Km travel radius for the purpose of calculating at which point travel time at Rate 1 as set out in Schedule 1 will be paid. Where it has been agreed that a particular worksite, by reason of it's isolation, access or for some other unique reason, will take an excessive time to travel within the 50km radius, an alternative radius point may be agreed which reflects the normal time taken to travel within a radius. Excessive time taken to travel means such travelling time that is in excess of the average time taken to travel 50kms in a typical area. Registered Enterprise Agreement

**27.4** For the purpose of this Agreement, except in exceptional circumstances, Asplundh will normally provide transport free of charge, either from the employee's home or Asplundh's Registered Office, Workshop Depot or the Nominated Point. Industrial Registrar

**27.5 Distant Work** is where the distance or the travelling time to and from such a place of work makes it reasonably necessary that the employee should live and sleep at some place other than his/her usual residence at the time of commencing such work.

**27.6** On Distant Work Asplundh shall provide Accommodation and/or Lodging or pay accommodation compensation to cover accommodation, meals and incidentals as set out in Schedule 1, table 2 for each day the employee is so accommodated. Where Asplundh provides accommodation or lodging at its cost and meals are not readily available at a reasonable cost, employees will be paid a meal allowance as set out in Schedule 1, Table 2 as appropriate.

**27.7** Time spent travelling to and from Distant Work is payable at Rate 1 as set out in Schedule 1.

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## **28. NEW EMPLOYEES**

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**28.1 New Employees;** shall be subject to a 3 month probationary period. Confirmation of continuing employment will be subject to satisfactory performance in the position. Asplundh will undertake to monitor the employees progress during the probationary period to assist him/her to achieve the necessary performance level required. Subject to the probationary employee not performing satisfactorily, the employee may be terminated without notice. An employee's probationary period may be extended if it is reasonable having regard to the nature and circumstances of the employment.

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## 29. WORKER CLASSIFICATIONS

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- 29.1 General Hand: Grade 1:** Shall mean an employee 18 years or over with a Class 1A or 3A Drivers licence who is employed to assist other workers and possesses the basic training, skills and knowledge necessary to safely carry out his/her allocated duties. The employee will be required to assist other more highly skilled staff while undergoing training and/or skill assessment. This Classification may also include employees who are undergoing training towards becoming a Vegetation Control Operator, Pole Inspector or Line Mechanic. To progress from Grade 1 an employee shall be competent, qualified and required to carry out the work of a Grade 2 employee.
- 29.2 Vegetation Control Operator: Grade 2:** Shall mean an employee with a Class 3A licence or equivalent who is primarily engaged on vegetation control and has experience working on or near distribution lines. Will have received appropriate training and hold certifications and qualifications as specified by Asplundh as necessary to meet statutory and/or contractual requirements. The employee may assist with line work where appropriate.
- 29.3 Vegetation Control Operator: Grade 3:** Shall mean an employee who is competent and qualified to carry out the work of a Grade 2 employee and may have additional skills and/or qualifications that are required. The employee may also be involved in training other employees as a level 1 trainer. Appointments to this grade will be made from applicants for an internally advertised position.
- 29.4 Vegetation Control Operator/Negotiator: Grade 4 5:** Shall mean a Grade 3 employee who holds a position requiring competency and skills to carry out the duties of a Negotiator/planner or trainee General Foreman. Must have demonstrated his/her ability to meet the requirements over a period of time so as to fill an advertised vacancy.
- 29.5 Pole Inspector/Linesman: Grade 1, 2 & 3:** Shall mean an employee who is undergoing, or has received appropriate training and certifications to carry out Pole Inspection and Maintenance and/or work on lines under the supervision and guidance of a Line Mechanic. Progression from Grade 1 to Grade 3 will be on merit.
- 29.6 Senior Vegetation Control Operator Grade 5/Certified Lineman: Grade 4 & 5:** Shall mean a employee employed as a Certified Lineman or Senior Vegetation Control Operator, with appropriate training and certification to carry out energised and de-energised line work as required. May also have additional qualifications to carry out street lighting maintenance and the Work of a Vegetation Control Operator. Progression from Grade 4 to Grade 5 will be on merit and achieving Line Mechanic Certification or special Vegetation Control Operator skills.

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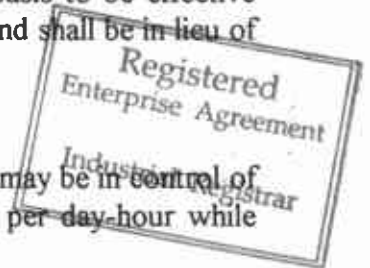
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## 30. ALLOWANCES

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- 30.1: The Rates set out in **Schedule 2 Table 2**, will be varied in accordance with CPI and as agreed between ETU, NECA and Asplundh on an annual basis to be effective from the first pay period on or after the 16<sup>th</sup> October each year and shall be in lieu of any other allowances.
- 30.2: **Leading hand Allowance:** Hourly rate paid to employees who may be in control of up to 3 men and be given additional responsibilities. Payable per day-hour while carrying out these responsibilities.
- 30.3: **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.
- 30.4: **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.
- 30.5: **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.
- 30.6: **First Aid Allowance:** is included in Rate 1 as set out in Schedule 1 for all purposes.
- 30.7: **Meal Allowance:** Payable when Asplundh provides accommodation without meals. Payable where unplanned overtime is worked as per the Award.
- 30.8: **Accommodation Compensation:** Payable in lieu of any other allowances when an employee is required to find his/her own accommodation and meals on distant work.
- 30.9: **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.
- 30.10: **Application:** Hourly Rate Allowances shall be payable on day hours worked. Unit Rate Allowances shall be payable per unit. Daily Rates shall be payable as per Schedule 2.



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## 31. WAGES

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The Wage Rates in Schedule 1 shall apply to the employees.

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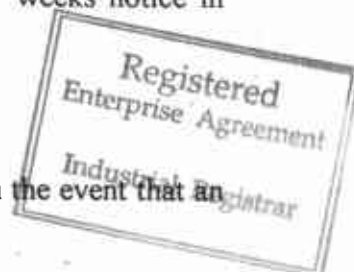
## 32. TERMINATION OF EMPLOYMENT

### 32.1 By the Employee:-

Employees may terminate their employment by providing Asplundh with 1 weeks notice in writing of the employee's intention to termination his/her employment.

### 32.2 By the Company:-

32.2.1: The Company is required to give employees the following notice in the event that an employee's employment has been terminated by the Company:



Period of Continuous Service	Period of Notice
Less than 1 year	1 week
1 year and less than 3 years	2 weeks
3 years and less than 5 years	3 weeks
5 years and over	4 weeks

32.2.2: In addition to the notice above, in the event that the employee is over 45 years of age at the time of giving the notice with not less than 2 years continuous service, shall be entitled to an additional one week's notice.

32.2.3: Asplundh may make a payment in lieu of notice if the appropriate notice period is not given. Employees may also be terminated by part of the period of notice being specified and part payment in lieu of notice

### 32.3 Other Matters

32.3.1: Employment shall be terminated by a weeks notice by either side given at any time during the week or by the payment or forfeiture of the wages due to the employee.

32.3.2: If an employee is terminated (other than for misconduct) before the notice period expires, the employee shall be entitled to the same benefits and payments which the employee would have been entitled if the employee had remained with Asplundh until the expiration of such notice.

32.3.3: Asplundh will, upon receipt of a request from an employee when the employee's employment has been terminated, provide to the employee a written statement specifying the periods of the employee's employment and type of work done by the employee.

32.3.4: Asplundh has the right to dismiss an employee without notice for misconduct of such a nature that it would be unreasonable to require Asplundh to continue the employment of the employee during the required period of notice. Misconduct includes malingering, inefficiency, neglect of duty misuse of Asplundh's equipment and vehicles, insubordination, refusing duty, fighting on the job, threatening and abusive behaviour and actions that place at risk the safety and job security of any Asplundh employee.

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- 32.3.5:** In the event that an employee has been given notice and is absent from work during that period of notice without reasonable cause, the employee shall be deemed to have abandoned his/her employment and shall not be entitled to any payment for work done by him/her within that period.
- 32.3.6:** Nothing in this clause has affect Asplundh's right to dismiss any employee without notice for breaches of safe work practices and in such cases the wages shall be paid up to the time of dismissal only.

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### **33. REDUNDANCY**

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- 33.1:** Unless otherwise stated in this Agreement, the Electrical Contracting Industry And Technological Change (State) Award shall apply.
- 33.2** Redundancy means where the employer has made a definite decision that it no longer wishes the job the employee has been doing done by anyone and this is not due to the normal and customary turnover of labour and that decision leads to the termination of employment of the employee.
- 33.3:** Any dispute or claim arising out of the interpretation of what is the normal and customary turnover of labour shall be dealt with in accordance with the Dispute Resolution Procedures in this Agreement.
- 33.4:** In addition to the period of notice prescribed for ordinary termination, an employee whose employment is terminated (other than for misconduct), shall be entitled to severance pay in respect of a continuous period of service:

If an employee is under 45 years of age, the employer shall pay in accordance with the following scale:

<b>Period of Continuous Service</b>	<b>Redundancy Pay</b>
Less than 1 year	Nil
1 year and less than 2 years	4 weeks pay
2 years and less than 3 years	7 weeks pay
3 years and less than 4 years	10 weeks pay
4 years and less than 5 years	12 weeks
5 years and less than 6 years	14 weeks
6 years and over	16 weeks pay

If an employee is 45 years old or over, the entitlement shall be in accordance with the following scale:

<b>Period of Continuous Service</b>	<b>Redundancy Pay</b>
Less than 1 year	Nil
1 year and less than 2 years	5 weeks pay
2 years and less than 3 years	8.75 weeks pay
3 years and less than 4 years	12.5 weeks pay
4 years and less than 5 years	15 weeks

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5 years and less than 6 years  
6 years and over

17.5 weeks  
20 weeks pay



A "weeks pay" means the weekly pay of the employee at the date of termination.

- 33.5:** Employees shall be entitled to a pro rata payment for any period of continuous service which is less than a full year at any of the year levels referred to above.
- 33.6:** Redundancy payment shall not exceed the amount that an employee would have earned if employment with Asplundh had proceeded to the date of the employee's normal retirement date.
- 33.7:** If an employee who is terminated receives a benefit from a severance pay scheme, he or she shall only receive the difference between the redundancy pay specified above and the amount of the severance benefit he/she receives which is attributable to Asplundh's contributions. If the severance benefit is greater than the amount due under the redundancy pay above then he or she shall receive no payment under that sub clause.
- 33.8:** Nothing in this clause shall effect the right of Asplundh to summarily dismiss an employee without notice for misconduct or refusing duty.
- 33.9:** This clause shall not apply:
- (a) Where termination of employment is as a consequence of malingering, inefficiency or neglect of duty or other conduct that justifies summary dismissal.
  - (b) To apprentices.
  - (c) To employees employed on a casual basis.
  - (d) To employees engaged for a specific period of time or for a specific task or tasks provided that the period of the contract is specified in writing when the employee is employed.

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## 34. ETU PICNIC DAY

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- 34.1:** The ETU Picnic Day shall be a recognised holiday for weekly hire employees in full time employment who are members of the Electrical Trades Union of Australia, New South Wales Branch. It shall be observed on the first Monday in December each year. Employees to whom this applies shall, as far as practicable, be given and take this day without loss of pay.
- 34.2:** Evidence of attendance at the picnic: An employee may be required to produce evidence of his/her attendance at the picnic for payment to be made. The production of the butt of a ticket and/or some other proof of attendance may be requested by the employer as evidence of such attendance. Payment need not be made unless the evidence is produced.

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**34.3:** Absence before or after Picnic Day: An employee who is absent on the work day before or after the picnic day without reasonable excuse or without the consent of the employer shall not be entitled to payment for the picnic day

**35. LEAVE RESERVED**

**34.1:** Arborist Payments.

**34.2:** Pole Inspections.



**New South Wales**

**SCHEDULE 1**

**WAGES**

**Table 1 - Wages**

**Starting Rates**

Grade	Rate 1 Weekly Rate \$	Hours per Week worked	Rate 1 Hourly Rate \$
1	505.11	38.00	13.292
2	531.69	38.00	13.992
3	558.27	38.00	14.691
4	584.86	38.00	15.391
5	638.03	38.00	16.790

**WAGES**

**Table 1 - Wages**

**5-Oct-98**

Grade	Rate 1 Weekly Rate \$	Hours per Week worked	Rate 1 Hourly Rate \$
1	515.21	38.00	13.558
2	542.32	38.00	14.272
3	569.43	38.00	14.985
4	596.56	38.00	15.669
5	650.79	38.00	17.126

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**WAGES****Table 1 - Wages****5 Apr-99**

Grade	Rate 1 Weekly Rate \$	Hours per Week worked	Rate 1 Hourly Rate \$
1	522.94	38.00	13.761
2	550.46	38.00	14.486
3	577.98	38.00	15.210
4	605.51	38.00	15.934
5	660.55	38.00	17.383

**WAGES****Table 1 - Wages****4 Oct-99**

Grade	Rate 1 Weekly Rate \$	Hours per Week worked	Rate 1 Hourly Rate \$
1	533.39	38.00	14.037
2	561.46	38.00	14.775
3	589.54	38.00	15.514
4	617.62	38.00	16.253
5	673.76	38.00	17.731

**WAGES****Table 1 - Wages****3 Apr-2000**

Grade	Rate 1 Weekly Rate \$	Hours per Week worked	Rate 1 Hourly Rate \$
1	541.39	38.00	14.247
2	569.89	38.00	14.997
3	598.38	38.00	15.747
4	626.88	38.00	16.497
5	683.87	38.00	17.996

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New South Wales **SCHEDULE 2**

**Table 2 - Allowances**

Item No.	Clause No.	Brief Description	Amount .\$.
<b>Hourly Allowances</b>			
1	30.4	Non-arborist Climbing Allowance	\$0.40
2	30.5	Arborist Allowance	\$0.75
3	30.2	Leading Hand Allowance	\$0.50
4	30.3	Responsibility Allowance (Fore person)	\$0.80
<b>Unit Rates</b>			
5	30.8	Accommodation compensation per night accommodated	\$53.85
6	30.9	Incidental Travel Allowance	\$5.00
7	30.7	Meal allowance per meal	\$7.10



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# Signatories

For and on behalf of the ETU  
(Electrical Trades Union of Australia, New South Wales Branch)

*B. Riordan*  
.....  
SIGNED

**BERNIE RIORDAN, SECRETARY**

.....  
PRINT NAME AND POSITION

*[Signature]*  
.....  
WITNESSED

*Gusna Gace*  
.....  
PRINT NAME

DATE *23 April 1998*  
.....



\*\*\*\*\*  
FOR AND ON BEHALF OF THE COMPANY

NAME **ASPLUNDH TREE EXPERT (AUSTRALIA) P/L**

ADDRESS **PRIVATE BAG 1, WEST PENNANT HILLS NSW** P/CODE **2125**

*[Signature]*  
.....  
SIGNED

*[Signature]*  
.....  
WITNESS

**DAVID E. PETERS, MANAGING DIRECTOR**  
PRINT NAME AND POSITION

*Neil Aye*  
.....  
PRINT NAME

*9-4-98*  
.....  
DATE