

REGISTER OF ENTERPRISE AGREEMENTS

ENTERPRISE AGREEMENT NO: EA04/320

TITLE: **Jennar's Tree Care Pty Ltd Enterprise Agreement 2004-2005**

I.R.C. NO: IRC4/6436

DATE APPROVED/COMMENCEMENT: 25 November 2004

TERM: 24

**NEW AGREEMENT OR
VARIATION:** New

GAZETTAL REFERENCE: 21 January 2005

DATE TERMINATED:

NUMBER OF PAGES: 13

COVERAGE/DESCRIPTION OF

EMPLOYEES: The agreement applies to all employees employed by Jennar's Tree Care Pty Ltd, RMB 485M Windsor Park Rd, Tamworth 2340, 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: Jennar's Tree Care Pty Ltd -&- the Electrical Trades Union of Australia, New South Wales Branch

JENNAR'S TREE CARE PTY LTD ENTERPRISE AGREEMENT 2004-2006

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1. Title

This Agreement shall be known as the Jennar's Tree Care Pty Ltd Agreement 2004 - 2006.

2. Definitions

For the Purpose of this Agreement:

"Agreement" means this Enterprise Agreement.

"Company" means Jennar's Tree Care Pty Ltd, A.C.N. 102 666 286

"Employee" means an employee of the Company performing work within the scope of clause 5 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:

ensuring 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 work practices.

Improving communication and consultation between the Company and employees.

Fostering a commitment to the Company's Integrated Management System.

Improving job security and the working environment.

Effective use of employee skills and knowledge.

Implementing a training skills enhancement program consistent with clause 19 of this Agreement for all employees.

eliminating lost time due to disputation.

4. Parties Bound

This Agreement shall be binding upon:

- (a) Jennar's Tree Care Pty Ltd
- (b) All employees within the scope of clause 5 of this Agreement 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 on the day on which it is approved by the NSW Industrial Relations Commission for a duration of 2 years.

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 for 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 skill, 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 one weeks notice or payment in lieu thereof.
- (c) The Company's right to employ persons on a specified task and/or 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 interest 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 and 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 representation 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 General Manager 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 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, service quality and quality of life.

The parameters for ordinary hours for the purpose of this Agreement shall be 38 hours per week and shall be between 6:00am and 6:00pm on any or all of the days Monday to Friday. The ordinary hours of work shall be worked continuously except for meal 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 systems of working a 19 day month (28 days) and is defined as a weekday Mondays 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 nineteen eight-hour days per 28 day cycle and RDO's are normally taken on a Monday to Friday.

The parties agree to increased flexibility with regard to the 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 ten(10). Records of each employee's RDO status will be kept by the Company and made available to the employee upon request.

RDO's will not accrue whilst the employee is on annual leave.

Overtime

All time worked in excess of and /or outside ordinary working hours shall be paid for at the rate of time and one half for the first two hours and double time thereafter.

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, EISS 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 full time employees, except apprentices and trainees, will be \$50.00 per week worked.

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

15. Redundancy

Redundancy will be paid strictly according to the provisions of the Parent Award and will not apply where suitable alternative employment is offered in another area of company operations or where the termination is as a result of the normal expiry of contracts with Jennar's Tree Care Pty Ltd customers.

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 pay Top-up/24 Hour Employee Insurance to Wagecover from the date of endorsement. Within one month of agreement, the company will provide documentary evidence to the Union that the company has taken out a policy with the relevant scheme.

(Position reserved pending further information on costs, benefits, structure, and insurer.)

17. Clothing

On commencement of employment with Jennar's Tree Care Pty Ltd, each employee will be issued with two pairs of work trousers or equivalent, two sleeved shirts, one pair of safety boots, one jumper or windcheater, and any other safety equipment deemed necessary for the safe conduct of work. The equipment will be maintained by the employee and replaced by Jennar's Tree Care Pty Ltd on a fair wear and tear basis. On replacement the employee will be required to hand the used clothing back to the supervisor.

The cost of all clothing, footwear and safety equipment which is the property of Jennar's Tree Care Pty Ltd and is not returned by the employee on the cessation of employment may be deducted from the employee's final pay at replacement value.

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 a travelling allowance as follows.

- (a) Where an employee is provided with a company vehicle to travel to and from work and has responsibility for fuelling and cleaning that vehicle an allowance of \$11 per day will be provided.
- (b) Or an employee receives a lift from a company vehicle from a point less than 5 km from home then An allowance of \$4.50 per day will be provided.
- (c) Where (a) and (b) do not apply and an employee is required to drive his or her own transport an allowance of \$11.00 per day will be paid.
- (d) The calculations in the parent Award will apply to all travel undertaken over 50km per day by the employee, when using their own private vehicle.

23. ETU Picnic Day

In accordance with picnic day provision the Company shall require from an employee proof of picnic day attendance, ie ETU ticket of 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 purposes of payment.

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

Where an employee is required to work on this day they may arrange, by agreement, an alternative day in lieu with their supervisor. Payment for the day will be at ordinary time.

24. Distant/Away Work

For the purposes of this 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, may elect to:

- (1) provide the employee with reasonable board and lodging in a well kept establishment and pay the employee an allowance of \$100 per day.
- (3) Provided that where an employee is directed to work at a distant project where reasonable board and lodging is not available or where the size of the workforce is in excess of the available accommodation, suitable alternative accommodation will be arranged.

Agreements 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 Labour Hire Companies who have an enterprise agreement with the union signatory to this agreement

26. Subcontracting

The parties agree that when it becomes necessary to sub contract work, due to high demands within the industry, the company will endeavour to ensure that the sub contractor has a registered Enterprise Agreement with the Union. The Union commits to only sign an agreement with the same rates of pay contained in this agreement, so as to maintain a level playing field for all companies within the industry.

This clause will apply to all those sub contractors who are operating under the Parent Award.

27. Group Training Companies

The company when hiring apprentices or trainees from 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 this Agreement; and

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

28. Union Dues

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

29. Bargaining Agents Fee

1. The parties recognize the role of the Electrical Trades Union of Australia, NSW Branch ("the union") in negotiating this Award.
2. The parties recognize the role of the union in maintaining the integrity of the industrial standards contained in this Award during its operation.
3. The parties recognize the more beneficial wage and non-wage benefits provided to employees by this Award as compared to the previous Award.
4. Accordingly, the parties agree that it is appropriate that employees pay to the union, a bargaining agents fee.
5. The parties agree that the requirement to pay to the union a bargaining agents fee is a condition of employment under this Agreement.
6. The company shall also advise all prospective employees, prior to commencing work for the company, that a bargaining agent fee is payable to the union and what the amount of that fee is.
7. The parties agree that the employer shall deduct each fortnight from the payment to employees working under this Agreement, and to pay to the union, the payment specified in clause 56.9.
8. No deduction shall be made from the payment of employees who have payroll deductions for union membership fees.
9. The bargaining agents fee that is payable will be \$13.80 per fortnight for the life of the Agreement.

30. Tools

The company agrees to supply all tools necessary to perform tree clearing and associated duties. Employees are responsible for the care of and the daily upkeep of those tools in accordance with Jennar's Tree Care Pty Ltd procedure.

31. 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 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.

32. Renewal of Agreement

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

33. On Call

- (a) An employee who is on call shall be paid an on call allowance of \$100 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.
- (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 authorized.
- (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 dayworker 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 4 am, the employee's normal starting time the next day shall be put back by the number of hours work between those times or paid at double time for 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 call-outs.

34. Stand Down After Overtime

Where Overtime is necessary, whenever possible it shall be organized 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 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 hours break is taken.

35. 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 recalled 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 of 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 be 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 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 having 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.

36. Classification Structure

The structure detailed below provides an outline of the tasks and associated skills required at each grade. Skills are defined in terms of the training requirements of relevant Australian Qualification Framework (AQF) grades.

Grade 1

Shall mean an Arboricultural Assistant who holds a relevant AQF1 qualification or equivalent basic skills and who works under direct supervision, is competent in all OH&S requirements of the work and whose duties include providing support for other workers

1. Operating and maintaining chippers and chainsaws
2. Planting and waters trees and shrubs

3. Setting up traffic control signs and barriers
4. Loading and unloading equipment

Grade 2

Shall mean an Arboricultural Worker who holds a relevant AQF2 qualification or has received equivalent training. In addition to the requirements of Grade 1 the employee holds relevant certificates and works in any of the following roles:

1. Operating chainsaws and elevating work platforms
2. Performing above ground pruning
3. Providing support to aerial workers
4. Stump grinding

Grade 3

Shall mean an arboricultural tradesperson who holds in addition to AQF2 a relevant AQF 3 qualification or has received equivalent training and who undertakes work including:-

1. Climbing small trees
2. Felling small trees with simple rigging of work ropes and branches
3. Customer Notification

Grade 4

Shall mean an Arboricultural Tradesperson who holds in addition to AQF3 a relevant AQF4 qualification or has received equivalent training and who undertakes work including:-

1. Felling large trees
2. Tree climbing; using specialized machinery
3. Coordinating tree pruning and maintenance programmes
4. Qualified to perform aerial rescue

Grade 5

Shall mean an Arboricultural Supervisor who holds in addition to AQF4 a relevant AQF5 qualification or has received equivalent training and who has responsibility for a number of workers and undertakes work including:-

1. supervising and training staff
2. Planning the removal of trees
3. Coordinating tree pruning programmes
4. Supervising equipment maintenance
5. Costing projects and operating a budget

37. Signatories

Signed for and on behalf of Jennar's Tree Care Pty Ltd

Signature

Witnessed

Print Name

Print Name

Date:

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

Signature

Witnessed

Print Name

Print Name

Date:

SCHEDULE A

Rates applying from the first full pay period 1 month backdated from approval by the IRC.

Classification	All-Purpose hourly rate
Grade 1	\$16.84
Grade 2	\$17.73
Grade 3	\$18.61
Grade 4	\$19.50
Grade 5	\$21.27

Rates applying from the first full pay period 12 months after approval.

Classification	All-Purpose hourly rate
Grade 1	\$17.51
Grade 2	\$18.44
Grade 3	\$19.35
Grade 4	\$20.28
Grade 5	\$22.12

SCHEDULE B

Allowances

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

Attachment 1 - Redundancy Provisions (per Parent Award)

Period of Service	Employees under 45 Years		Employees 45 Years and Over	
	Redundancy Pay	Additional Notice 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