Visionstream Pty Ltd  
Fieldwork Agreement  
2014 - 2018

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# APPLICATION AND OPERATION

## TITLE

### This Agreement shall be known as the Visionstream Pty Ltd Fieldwork Agreement 2014 – 2018 (“Agreement”).

## DEFINITIONS

**“Agreement”** means the Visionstream Pty Ltd Fieldwork Agreement 2014 – 2018

**“Commencement Date”** means the date the Agreement is approved by the Fair Work Commission.

**“Company”** means Visionstream Pty Ltd

**“Employee/s”** means any employee of the Company who is engaged in a role that is within a classification included in this Agreement,

**“Employee Representative”** means a person selected or elected by the Employee to assist/represent them during discussions/meetings with management.

**“FW Act”** means the Fair Work Act 2009 (Cth).

**“FWC”** means the Fair Work Commission

**“Indicative Tasks”** is work pertaining to theassociatedclassifications that may apply to the role. If an employee performs tasks from a higher or lower classification this does not automatically necessitate a wage rate change

**“Regulator”** means an investigator as appointed by the relevant Work Health & Safety legislation applicable to the Company under this Agreement.

**“Wage Rate”** means the Employee’s base rate of pay

## PARTIES BOUND

### The Agreement covers and applies to:

#### the Company; and

#### the Employees.

## APPLICATION

### This Agreement applies to and covers the parties described in clause 3.

### The parties note specifically that the Agreement does not apply to:

#### Management;

#### Engineers/designers/specialists;

#### Clerical and administration personnel;

### Despite clause 4.1, any project or site specific enterprise agreement entered into by the Company, will cover and apply to the Company and any employees at that particular project or site to the exclusion of this Agreement.

## NOMINAL EXPIRY DATE

### This Agreement shall commence operation 7 days after the Agreement is formally approved by the FWC (the Commencement Date) and shall have a nominal expiry date of four years after the Commencement Date.

### This Agreement will remain in operation after the nominal expiry date until replaced by another enterprise agreement or terminated in accordance with the provisions of the FW Act.

## OBJECTIVES AND COMMITMENTS

### The provisions of this Agreement establish the relevant and necessary arrangements that are required for the successful and safe completion of works by Visionstream Pty Ltd.

#### As well as the overall objective nominated above, the parties also agree to continue to develop and implement the following objectives;

##### Excellence in OHS – The parties are committed to acting safely to ensure a safe work environment and to achieve the best possible outcomes in relation to OHS, in accordance with the relevant legislation and associated regulations and codes of practice;

##### Development and satisfaction of Employees – The parties are committed to creating and maintaining a safe, co-operative and fulfilling work experience for Employees.

##### Establishing effective consultative and communication processes – The parties are committed to maintaining a high standard of communication and consultation between the parties to this Agreement.

##### Flexibility – The Company and parties to the Agreement will encourage and accept flexibility of jobs and duties and acceptance of improved work organisation to limit unproductive time.

##### Positive Workplace Culture – The parties recognise the importance of a positive workplace culture to achieving the Company objectives. In particular the parties are committed to a culture of co-operation, communication, mutual respect and shared goals.

##### Training and Career Development for Employees – The parties recognise the value of structured learning and development to the Company and industry success and to the job opportunities of all Employees and will accordingly co-ordinate, deliver and participate in such development.

##### Legal Requirements – The parties recognise the importance of adhering to all current local, State and Federal statutory requirements

# CONSULTATION, REPRESENTATION AND DISPUTES RESOLUTION

## CONSULTATION TERM

### This term applies if the Company:

#### has made a definite decision to introduce a major change to production, program, organisation, structure or technology in relation to its enterprise that is likely to have a significant effect on the Employees; or

### In this term, a major change is likely to have a significant effect on Employees if it results in:

#### major change to the composition, operation or level of the Company’s workforce

#### the need to retrain Employees; or

#### the restructuring of jobs.

### The Company must notify the relevant Employees of the decision to introduce the major change;

### A relevant Employee(s) may appoint an Employee Representative for the purposes of the procedures in this term, which the Company must recognise.

### However, the Company is not required to disclose confidential or commercially sensitive information to the relevant Employee(s) or their Employee Representative.

## Change to regular roster or ordinary hours of work

### For a change to roster or ordinary hours, the Company must notify the relevant Employees of the proposed change.

### As soon as practicable after proposing to introduce the change, the Company must:

#### consult with the relevant Employees regarding the introduction of the change; and

#### for the purposes of the discussion—provide to the relevant Employees:

##### all relevant information about the change, including the nature of the change; and

##### information about what the Company reasonably believes will be the effects of the change on the Employees; and

##### information about any other matters that the Company reasonably believes are likely to affect the Employees; and

#### Invite the relevant Employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).

### The Company must give prompt and genuine consideration to matters raised about the change by the relevant Employees.

### If a term in this Agreement provides for a change to roster or ordinary hours, or a mechanism to achieve a change then the provisions of this clause are taken not to apply

## EMPLOYEE REPRESENTATIVE

### The parties agree that Employees have the right to elect, or nominate themselves as an Employee Representative. The number of Employee Representatives required for the workforce will be agreed to by the parties to this agreement based on what is reasonable in relation to the number of employees and geographic location of the Representative.

### In the event an Employee seeks representation by an Employee Representative of their choice, their Employee Representative will be allowed necessary time during working hours, subject to authority from the representative’s relevant supervisor, to submit to the Company matters affecting the Employee/s. Approval to assist from the supervisor will not be unreasonably withheld. The Representative will be able to attend sanctioned meetings, interview consenting employees and attend FWC Hearings without loss of pay.

### At all other times the Employee Representative will perform productive work as directed. All parties to this Agreement acknowledge that the role of Employee Representatives will not be a full time role.

## POSTING OF AGREEMENT

### To ensure that Employees are aware of the terms of the Agreement, a copy of the Agreement shall be given to each Employee and available, as appropriate, in common areas.

## DISPUTES RESOLUTION PROCEDURE

### Disputes over matters arising from this Agreement or the National Employment Standards will be dealt with according to the following procedure;

#### The Employee/s concerned, or if requested by the Employee, an Employee Representative of their choice will first meet and confer with the Employee's immediate supervisor.

#### Alternatively, the Company may submit an issue to the Employee/s who may seek the assistance and involvement of an Employee Representative of their choice.

#### If the matter is not resolved the affected Employee/s and the Company will arrange further discussions involving senior Company management and include the Employee Representative of the affected Employee’s choice, where requested.

#### If the matter still cannot be resolved, the Employee, the Employee Representative, or the Company may refer the matter to FWC for final resolution of the matter by conciliation and/or arbitration. Subject to any right of appeal, any determination of FWC will be binding on the Employee, the Employee’s Representative and the Company.

#### Any resolution of a dispute under this clause by FWC will not be inconsistent with legislative obligations or any other applicable Codes or Regulations, including the Building Code 2013, or any successor Code.

#### This procedure will be followed in good faith without unreasonable delay.

# SAFETY

## GENERAL SAFETY MATTERS

### The Company is bound by the terms of Work Health and Safety legislation (WH&S) and will put in place policies and procedures consistent with that legislation.

## PROCEDURE FOR DEALING WITH SAFETY ISSUES OR INCIDENTS

### This procedure shall be followed in good faith and without unreasonable delay by all parties. If an issue is not settled by observance of this procedure, or if the procedure is disregarded by either party, the matter is to be dealt with pursuant to the Disputes Resolution Procedure at Clause 11.

### Nothing in this Agreement shall take precedence over WH&S legislation.

### Resolution of issues

#### The Company’s Health and Safety Manager will be responsible for dealing with specified health and safety issues.

### Procedure for reporting issues

#### If an Employee wishes to raise a health and safety issue in a workplace, that Employee must first report the issue to their direct supervisor or another management representative. If they are dissatisfied with the outcome they may wish to inform their Health and Safety Representative. If the Company identifies a health and safety issue it may report it to the Health and Safety Manager. Nothing will prevent reporting of issues to the Regulator in the event of an immediate serious risk to an individual’s health and safety.

### Procedure for resolving issues

#### As soon as possible after an issue has been reported, the Health and Safety Manager or another management representative and the relevant Health and Safety Representative must meet and try to resolve the issue.

#### The resolution of the relevant issue must take into account any of the following factors that may be relevant:

##### Whether the hazard or risk can be isolated;

##### The number and location of Employees affected by it;

##### Whether appropriate temporary measures are possible or desirable;

##### Whether environmental monitoring is desirable;

##### The time that may elapse before the hazard or risk is permanently corrected; and

##### Who is responsible for performing and overseeing the removal of the hazard or risk?

#### As soon as possible after the resolution of an issue, details of the agreement must be provided to the affected Employees in an appropriate manner.

### If an issue is not resolved under clause 13.5 within a reasonable time, any of the parties attempting to resolve the issue may ask the Regulator to attend the workplace as soon as practicable to enquire into the issue.

#### If the Regulator issues a prohibition notice, an Employee who, as a result of the issue arising, does not work for any period pending its resolution but would otherwise be entitled to be paid for that period, continues to be entitled to be paid for that period, subject to them agreeing to undertake suitable alternative work as directed.

### It is accepted by all parties to this agreement that the designated First Aider for a work area need not be a person employed under this Agreement.

# EMPLOYMENT RELATIONSHIP AND RELATED ARRANGEMENTS

## ordinary duties

### The Company may direct an Employee to carry out such duties as are within the limits of the Employee’s skill, competency and training, including work which is peripheral to the Employee’s main tasks or functions.

### The Company may direct an Employee to carry out such duties and use such tools and equipment as may be required provided that the Employee has been properly trained in the use of such tools and equipment.

### Workplace flexibility is a condition of employment. Employees shall be multi-skilled and are to work in a flexible manner to perform works as directed by the Company. All Employees will be required to perform a diverse range of functions within their level of skills and competence. There shall be no demarcation, restrictions or limitations on the performance of work whatsoever, including or between traditional crafts, trades, occupations or vocations.

### Any lawful direction issued by the Company shall be consistent with the Company’s responsibilities to provide a safe, healthy and productive working environment.

## INDUCTIONS

### An induction will be provided to all new employees that commence work with the Company. It will be conducted by the Company.

## PROBATIONARY PERIOD

### The Employee’s employment with the Company will be subject to a six month probationary period commencing from the date of commencement of employment.

### At any time during the Probationary Period the Employee’s employment may be terminated by either the Company or the Employee in accordance with this Agreement.

## CONTRACT OF EMPLOYMENT - CASUALS

### When a person is engaged for casual employment they will be informed in writing that they are to be employed as a casual, the job to be performed, the classification level and their pay rate.

### A casual Employee shall be entitled to all the applicable rates and conditions of employment prescribed in this Agreement except annual leave, annual leave loading, personal / sick leave, compassionate leave, jury service, and public holidays.

### On each occasion a casual Employee is required to attend work the Employee shall be entitled to payment for a minimum of 8 hours work for Monday to Friday and a minimum of 4 hours work for Weekends and Public Holidays.

### In addition to the wage rates and allowances prescribed herein for each hour so worked, a casual shall be paid an additional casual loading of 25% of the base rate per hour. Where a casual performs overtime then the 25% casual loading shall form part of their ordinary rate. The relevant penalty rate shall be paid in addition.

### Termination of all casual employment shall require eight hours’ notice on either side or the payment or forfeiture of eight hours pay, as the case may be.

## DISCIPLINARY PROCEDURE

### In any circumstance where an Employee’s work performance or conduct is unsatisfactory or unacceptable (other than as set out in clause 18.2), the Company may at its election take counselling and disciplinary action consistent with this clause.

### This clause does not apply in circumstances during an Employee’s probation period, or in relation to casual Employees. Serious misconduct shall be addressed under clause 21.4 of this Agreement and not this clause.

### The Company may apply any step in this disciplinary procedure where in the Employer’s view, an Employee’s conduct or performance warrants such action, or may take other action in an appropriate case.

### Disciplinary action may be applied by the Company where day to day support or counselling has been unsuccessful, or an Employee’s conduct or performance is considered serious enough to warrant disciplinary action.

### An Employee’s line manager may counsel the Employee by informing the employee of the area(s) in which he or she is not meeting the required standard of performance or conduct expected by the Company. If the line manager considers it appropriate, the Employee will be given an opportunity to respond to the identified concern(s) and an opportunity to rectify his or her performance or conduct within a reasonable period of time.

### Prior to any decision to issue a warning to an Employee, the Employee should be notified of:

#### the relevant standard of conduct or performance relevant;

#### the unsatisfactory or unacceptable performance or conduct; and

#### an opportunity to explain or give reasons for the performance or conduct issue.

### Where disciplinary action is deemed appropriate by the Company, the Company may as a guide take any of the following steps:

#### **Verbal Warning**: A verbal warning may be issued at any time when an Employee's performance or conduct warrants the issue of a verbal warning.

#### **Written Warning:** A written warning may be issued at any time when an Employee's performance is unsatisfactory or the Employee has engaged in unsatisfactory conduct and:

##### the Employee has received an earlier verbal warning for a related issue and has not improved his or her conduct or performance to the satisfaction of the Company;

##### the Employee has previously received a verbal warning for an unrelated issue; or

##### the nature of the Employee's performance or conduct warrants the issue of a written warning.

#### **Final Written Warning:** A final written warning may be issued at any time when an Employee's performance or conduct is unacceptable and:

##### the Employee has received an earlier written warning for a related issue and has not improved his or her conduct or performance to the satisfaction of the Company;

##### the Employee has previously received a written warning for an unrelated issue that is not directly related but is of a similar nature; or

##### the nature of the Employee's performance or conduct is serious and warrants a final written warning.

#### **Termination of Employment:** An Employee's employment may be terminated if his or her performance or conduct is unacceptable and:

##### the Employee has received an earlier final written warning for a related issue and has not improved his or her conduct or performance to the satisfaction of the Company; or

##### the Employee has previously received a final written warning for an unrelated issue; or

##### the nature of the Employee's performance or conduct warrants the termination of his or her employment;

#### **Alternative Disciplinary Action:** Nothing in this clause prevents the Company from implementing alternative disciplinary action in addition to, or instead of, the warnings listed above. Alternative disciplinary action may include (but is not limited to) a direction to attend training or counselling, a temporary or permanent demotion, loss of supervisory responsibilities and/or withdrawal of benefits such as private use of a Company vehicle or any other lawful and reasonable direction consistent with the terms of this Agreement.

### This clause shall not operate so as to exclude or modify the application of Part 3-2 (Unfair Dismissal) of the FW Act to any Employee who has completed the minimum qualifying period.

## ABANDONMENT OF EMPLOYMENT

### Employees have a responsibility to notify the Company of any absences from work.

### The Company will make a genuine effort to contact an Employee who is absent without leave. If after three (3) working days an Employee remains absent without leave or notification, the Company will require the Employee to provide substantive justification for their absence. The Company reserves the right to take disciplinary action where this explanation is not satisfactory.

### If an Employee has not contacted the Company after three (3) working days, the Employee may be deemed to have abandoned their employment and if so, wages shall be paid only up to the last working day.

### Termination under this clause will be reviewed in circumstances where an Employee provides satisfactory evidence that she/he was prevented from attending work for legitimate reasons, within 14 days from the date of the termination.

## stand down

### The right of the Company to stand down an Employee without pay shall be in accordance with section 524 of the FW Act which includes circumstances where an Employee cannot be usefully employed because of one of the following circumstances;

#### Industrial Action (other than industrial action engaged in by the Company);

#### Break down of machinery or equipment for which the Company cannot reasonably be held responsible;

#### Stoppage of work for any cause for which the Company cannot reasonably be held responsible

## TERMINATION

### Notice of Termination

#### The Company will give the following notice when terminating all Employees (excluding casuals):

|  |  |
| --- | --- |
| Period of Continuous Service | Period of Notice |
| One year or less | One week |
| Over one year and up to the completion of three years | Two weeks |
| Over three years and up to the completion of five years | Three weeks |
| Over five years | Four weeks |

### In addition to the above notice, Employees over 45 years of age with not less than two years continuous service shall be entitled to an additional week's notice.

### The Company at its discretion may give payment in lieu of notice, or part notice and part payment in lieu.  The payment in lieu of notice shall equal the total of all amounts that, if the Employee’s employment had continued until the end of the required notice period, the Company would have become liable to pay to the Employee.

### Notwithstanding the notice provisions of this clause, the Company retains the right to terminate the employment without notice for serious misconduct, in which case the Employee shall only be entitled to be paid for the time worked up to dismissal. Serious misconduct includes (but is not limited to) any serious or persistent breach of the law and/or this Agreement and/or Company policies, dishonesty, fraud, breach of safety provisions, wilful damage to Company property, harming or threatening co-workers, bullying, breach of the Companies Fit for Work Policy, gross negligence, unauthorised or prolonged absenteeism, refusal of duty and breach of the confidentiality requirements.

### Termination by the Employee

#### The notice given by an Employee shall be a minimum of one week or otherwise in accordance with the table in 21.1 (a)

### If the Employee fails to give the required notice, or gives notice or is given notice but leaves before the end of the notice period, they shall forfeit the amount that would equal payment in lieu of notice, from any money owed by the Company.

## REDUNDANCY

### In the event that the employment of an Employee is terminated for reason of redundancy, then the Employee will be entitled to redundancy pay based on the National Employment Standards (NES) as set out in the following table:

|  |  |
| --- | --- |
| **Employee’s period of continuous service with the Company on termination** | **Redundancy Pay Period** |
| Less than 1 year | Nil |
| 1 year and less than 2 years | 4 weeks’ pay |
| 2 years and less than 3 years | 6 weeks’ pay |
| 3 years and less than 4 years | 7 weeks’ pay |
| 4 years and less than 5 years | 8 weeks’ pay |
| 5 years and less than 6 years | 10 weeks’ pay |
| 6 years and less than 7 years | 11 weeks’ pay |
| 7 years and less than 8 years | 13 weeks’ pay |
| 8 years and less than 9 years | 14 weeks’ pay |
| 9 years and less than 10 years | 16 weeks’ pay |
| 10 years and over | 18 weeks’ pay |

### 

### Notwithstanding Clause 22.1 an Employee to whom the *Visionstream Employee Collective Agreement 2006* applied prior to making of this Agreement and who commenced employment with the Company prior to 1 January 2010 will have their redundancy entitlement under that agreement preserved. For those Employees, their entitlement to redundancy pay will be calculated as follows:

#### The Employee’s redundancy entitlement is the sum of their PCRE and the PCDE.

#### The redundancy entitlement for the period of service between the date the Employee’s employment commenced and the Commencement Date of this Agreement will be calculated in accordance with Appendix B (referred to as the Preserved Contingent Redundancy Entitlement (PCRE)).

#### The redundancy entitlement for the period of service between the Commencement Date of this Agreement and the date the Employee’s employment is terminated by reason of redundancy will be calculated in accordance with clause 22.1 above (referred to as the Post Commencement Date Entitlement (PCDE)).

#### The Employees total redundancy entitlement under clause 22.2 will be capped at 84 weeks’ pay.

Example

|  |  |  |
| --- | --- | --- |
| **Commencement Date of VPL 2014 EBA** | | |
| 10 Years Service | 10 Years Service | |
|  | | |
| PCRE (VPL 2006 EBA) | | Clause 23.2 (VPL 2014 EBA) |
| 35 weeks | | 18 weeks |
| **Total 53 weeks redundancy** | | |

### With respect to transferring of employees who were formerly employed under the John Holland Pty Ltd & CEPU Communications Agreement 2010 – 2013 clause 48 of that agreement will become part of this Agreement, in lieu of this clause.

22.4 This clause does not apply to casual Employees, or any Employee engaged for a fixed term, project or task and where the employment ends due to the end of the term, project or task as the case may be.

# HOURS OF WORK, rostered days off, SHIFT WORK, BREAKS, OVERTIME,

## HOURS OF WORK

### The ordinary hours of work shall be 38 hours per week, and except in the case of shift workers, may be worked on Monday to Friday inclusive between the spread of ordinary hours of 6:00 am and 6:00 pm. Unless otherwise agreed no more than 8 ordinary hours will be worked on any single day or shift.

### The Company will determine the actual method of working ordinary hours. Where the Company wishes to alter the working hours, it may do so by agreement with the majority of Employees affected by the change or where no agreement is reached, by providing one week’s notice of the proposed change.

### The ordinary hours or work shall be consecutive except for unpaid meal breaks, as set out in this Agreement.

## Rostered Days Off (RDO)

### Working hours will be a 20 day, four week cycle with 19 days of eight hours each. This provides for an Employee to accrue one (1) Rostered Day Off (RDO) over a four (4) week period. This will be done by the Employee working 8 ordinary hours per day or shift, 0.4 hours of which accrues towards an RDO.

### In order to better meet the requirement of emergency, critical project and maintenance work or other work of high priority, it is agreed that rostered days off may be deferred to be taken at a mutually agreeable time or by agreement, banked to a maximum of five (5) days to be taken within six (6) months from the day of accrual.

### RDOs will be planned and scheduled to meet the Company’s needs and will not adopt a pre-set RDO calendar. Requested days off will not be unreasonably refused.

### Should an Employee’s services be terminated with an RDO accrual not taken, the Employee shall be given payment in lieu of that accrual.

## SHIFT WORK

### For the purposes of this clause, Shift Work refers to both Afternoon Shift and Night Shift as follows:

#### Afternoon Shift – is a shift that finishes between the hours of 6:00 PM and at/or before midnight.

#### Night Shift – is a shift that finishes between the hours of midnight and at/or 8:00 AM.

### As a condition of employment, the Employees agree to work Shift Work when required to do so by the Company; however before it does so, the Company must give 7 days notice of intention to introduce shift work. The notice will include advice of the intended starting and finishing times of the respective shifts.

### Shift Work requires at least 5 consecutive shifts to be rostered by the Company, otherwise overtime provisions will apply. To avoid any doubt, it is the shift arrangement as established by the Company that will satisfy the requirement that there be at least 5 consecutive shifts. The consecutive nature of shifts will not be regarded as broken if work is not carried out on an RDO, public holiday, Saturday or Sunday.

### Ordinary hours for shift Employees will average 38 hours per week over a defined work cycle and can be worked on any day of the week. Unless otherwise agreed, no more than 8 ordinary hours will be worked on any single shift.

### The ordinary hours for Employees on Shift Work will include a paid meal break not exceeding 30 minutes.

### Employees on Shift Work, Monday to Friday, shall be paid a shift loading of 15% of the Employee’s ordinary rate of pay for each ordinary hour worked up to an including the first four weeks.

### Employees on Shift Work, Monday to Friday, shall be paid a shift loading of 30% of the Employee’s ordinary rate of pay for each ordinary hour worked when engaged for a period of more than 4 consecutive weeks.

### Employees on Shift Work that commences on a Saturday shall be paid a shift loading of 50% of the Employee’s ordinary rate of pay for each ordinary hour worked.

### Employees on Shift Work, where the shift commences on a Sunday shall be paid a shift loading of 100% of the Employee’s ordinary rate of pay for each ordinary hour worked.

### Employees on Shift Work, where the shift commences on a public holiday shall be paid a shift loading of 150% of the Employee’s ordinary rate of pay for each ordinary hour worked.

## breaks

### Rest breaks

#### A rest break of 15 minutes duration shall be allowed to all Employees, including shift workers, without deduction of pay on each day.

#### The times for taking such rest breaks shall be set by Agreement between the Company and Employees concerned.

### Meal breaks

#### An Employee (other than a shift worker) is entitled to an unpaid meal break of not less than 30 minutes after every five hours worked. Meal breaks times will be at the discretion of the Company.

#### A shift worker is entitled to a paid meal break of 20 minutes per shift. Meal breaks times will be at the discretion of the Company but the meal break must not be taken more than five hours from the commencement of the shift.

#### An Employee working overtime on a Saturday, Sunday or Public Holiday shall be entitled to a paid meal break of 20 minutes after each four hours of overtime worked.

## OVERTIME

### Overtime shall mean:

#### Except where an Employee is engaged on shift work - work performed outside the spread of ordinary hours, or in excess of ordinary hours; or

#### For an Employee engaged on shift work, work performed in excess of ordinary hours

### It is agreed that all Employees will work reasonable overtime when required to do so by the Company.

### Monday to Friday

#### All overtime performed on any day Monday to Friday inclusive, shall be paid in accordance with Table 1 below.

### Saturday, Sundays and Public Holidays

#### Overtime worked on a Saturday will be paid in accordance with Table 1 below. Employees required to work on a Saturday will be afforded a minimum of 4 hours’ work, or be paid as if for 4 hours at the aforementioned overtime rate. To be entitled to payment for the 4 hour minimum, Employees must remain available for that period.

#### Overtime worked on a Sunday will be paid in accordance with Table 1 below with a 4 hour minimum. Employees required to work on a Sunday will be afforded a minimum 4 hours’ work, or be paid as if for 4 hours at the aforementioned overtime rate. To be entitled to payment for the 4 hour minimum, Employees must remain available for that period.

#### Overtime worked on a Public Holiday will be paid in accordance with Table 1 below with a 4 hour minimum. Employees required to work on a Public Holiday will be afforded a minimum 4 hours’ work, or be paid as if for 4 hours at the aforementioned overtime rate. To be entitled to payment for the 4 hour minimum, Employees must remain available for that period.

Table 1: Overtime Rates

|  |  |
| --- | --- |
|  | overtime rates |
| Mon –Sat first 2 hours | 1.5 times |
| Mon –Sat each OT hour over 2 hours | 2.0 times |
| Sunday | 2.0 times |
| Public Holiday | 2.5 times |

### Overtime on shift rates will be a substitution for and not cumulative upon the shift premium.

### Rest period after overtime

#### Where it is necessary to work extended overtime, it is agreed that no Employee shall resume or continue to work without having had ten consecutive hours off duty between the termination of the overtime and the commencement of the Employee’s ordinary work on the next day or shift without loss of pay.

#### In the event that an Employee agrees to a request from the Company to resume or continue to work without having had ten (10) consecutive hours off duty, the Employee shall be paid at double ordinary time wage rates until the Employee is released from duty for such period.

#### Employees who accept an offer of weekend overtime will be obliged to attend. However, on occasion, Employees may find themselves unable to fulfil their commitment to attend work. Such Employees will notify the Company before 9:00 am Friday. If no notification is given the employee may not be considered for overtime on the next occasion.

#### Equally, the Company may find it unable to proceed with the scheduled overtime and will notify affected Employees of this as early as possible before the finish of ordinary hours on Friday advising cancellation of the weekend overtime.

# WAGE RATES

## CLASSIFICATION STRUCTURE and rates of pay

### All Employees working under this Agreement shall be classified according to the skill based classification structure in Appendix A.

### The wage rate detailed is the rate to be offered for all new Employees as per their allocated classification. The rate is a minimum for that classification.

### At commencement of this Agreement no existing Employee’s wage will be reduced.

## WAGEs

### Wages will be paid at the ordinary hourly rate in the following table, for each ordinary hour worked (refer Appendix A for classification structure):

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Pay Level** | **Commencement Date**  **(Hourly Rate)** | **12 Months from Commencement**  **(Hourly Rate)** | **24 Months from Commencement**  **(Hourly Rate)** | **36 Months from Commencement**  **(Hourly Rate)** |
| Level 1 | $17.21 | $17.73 | $18.26 | $18.99 |
| Level 2 | $20.00 | $20.60 | $21.22 | $22.07 |
| Level 3 | $20.24 | $20.85 | $21.48 | $22.33 |
| Level 4 | $21.26 | $21.89 | $22.55 | $23.45 |
| Level 5 | $22.27 | $22.94 | $23.62 | $24.57 |
| Level 6 | $23.28 | $23.98 | $24.70 | $25.68 |
| Level 7 | $24.29 | $25.02 | $25.77 | $26.80 |
| Level 8 | $25.30 | $26.06 | $26.84 | $27.92 |
| Level 9 | $26.32 | $27.11 | $27.92 | $29.04 |
| Level 10 | $27.33 | $28.15 | $28.99 | $30.15 |
| Level 11 | $28.34 | $29.19 | $30.07 | $31.27 |
| Level 12 | $29.35 | $30.23 | $31.14 | $32.39 |
| Level 13 | $30.36 | $31.28 | $32.21 | $33.50 |
| Level 14 | $31.38 | $32.32 | $33.29 | $34.62 |
| Level 15 | $32.39 | $33.36 | $34.36 | $35.74 |
| Level 16 | $33.40 | $34.40 | $35.43 | $36.85 |
| Level 17 | $34.41 | $35.45 | $36.51 | $37.97 |
| Level 18 | $35.43 | $36.49 | $37.58 | $39.09 |
| Level 19 | $36.44 | $37.53 | $38.66 | $40.20 |
| Level 20 | $37.45 | $38.57 | $39.73 | $41.32 |
| Level 21 | $38.46 | $39.62 | $40.80 | $42.44 |
| Level 22 | $39.47 | $40.66 | $41.88 | $43.55 |
| Level 23 | $40.49 | $41.70 | $42.95 | $44.67 |
| Level 24 | $41.50 | $42.74 | $44.03 | $45.79 |
| Level 25 | $42.51 | $43.79 | $45.10 | $46.90 |
| Level 26 | $43.52 | $44.83 | $46.17 | $48.02 |
| Level 27 | $44.53 | $45.87 | $47.25 | $49.14 |
| Level 28 | $45.55 | $46.91 | $48.32 | $50.25 |

### Wage rates inclusive

#### The wage rates are inclusive of all entitlements except as specifically listed elsewhere in this Agreement.

### The hourly rates of pay in the table in clause 29.1 reflect wage increases as follows:

#### On Commencement Date of the Agreement all Employees will be classified according to the appropriate classification in Appendix A.

#### From the first full pay period commencing on or after 12 months from the Commencement Date a further 3 %.

#### From the first full pay period commencing on or after 24 months from the Commencement Date a further 3 %.

#### From the first full pay period commencing on or after 36 months from the Commencement Date a further 4 %.

## SUPERANNUATION

### The Company will contribute superannuation at the applicable Superannuation Guarantee percentage prescribed by Superannuation legislation, calculated on ordinary time earnings on behalf of each Employee. This contribution shall be made to a complying superannuation fund.

### It is agreed that the level of the Company superannuation contribution will be 10% of ordinary time earnings which includes the amount required to satisfy the Superannuation Guarantee percentage prescribed by Superannuation legislation. If the Superannuation Guarantee increases above 10% then the Company will comply.

### The Company shall provide Employees with the right to choose their own preferred superannuation fund. Where an Employee fails to nominate a superannuation fund, a default fund will be nominated. The same will apply in respect to casual Employees

### Where an Employee wishes to have their pay sacrificed for additional superannuation, the Company will comply with the Employee's request without unreasonable delay.

## PAYMENT OF WAGES

### All wages, allowances and other monies may be paid by electronic funds transfer on a weekly basis.

# Allowances

## company required travel

### Where the Company requires an Employee to perform duties at a location requiring overnight accommodation, the Company will either:

#### Agree to pay the Employee(s) a daily allowance which is inclusive of accommodation, breakfast and evening meals and incidental expenses (refer column (B) only); or

#### Agree to arrange suitable accommodation for the Employee(s) so that all costs are debited directly to the Company and agree to pay the Employee(s) a daily allowance which is inclusive of breakfast and evening meals and a daily incidental allowance (refer column (E) only); or

#### Agree to arrange suitable accommodation for the Employee(s) as well as breakfast and evening meals so that all costs are debited directly to the Company and agree to pay the Employee(s) a daily incidental allowance (refer column (D) only).

### In all circumstances the Company does not agree to reimburse or provide alcohol, snacks, drinks or a midday meal.

The Travel Allowance is detailed below:

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| (a)  location where work performed | (b)  Breakfast and Evening meals, Accommodation and Incidental expenses | (c)  Breakfast and Evening meals only | (d)  Incidental expenses | (E)  Breakfast and Evening meals plus Incidental expenses |
| Adelaide | $ 245.00 | $ 71.00 | $ 18.00 | $ 89.00 |
| Brisbane | $ 260.00 | $ 71.00 | $ 18.00 | $ 89.00 |
| Canberra | $ 250.00 | $ 71.00 | $ 18.00 | $ 89.00 |
| Darwin | $ 280.00 | $ 71.00 | $ 18.00 | $ 89.00 |
| Hobart | $ 220.00 | $ 71.00 | $ 18.00 | $ 89.00 |
| Melbourne | $ 260.00 | $ 71.00 | $ 18.00 | $ 89.00 |
| Perth | $ 270.00 | $ 71.00 | $ 18.00 | $ 89.00 |
| Sydney | $ 270.00 | $ 71.00 | $ 18.00 | $ 89.00 |
| Regional | $ 210.00 | $ 71.00 | $ 18.00 | $ 89.00 |

### Where the allowance is insufficient to meet high cost locations the Company will consider an increased payment if accommodation is not booked by the Company. Evidence of the accommodation spend must be provided.

## meal allowance

### An Employee who is required to work two (2) or more hours or more overtime after working eight (8) ordinary hours shall be paid a meal allowance (see table below), or at the option of the Company, be provided with a suitable meal.

|  |  |
| --- | --- |
| First pay period after commencement | $ 26 |
| First full pay period on or after 12 Months from commencement date | $ 27 |
| First full pay period on or after 24 Months from commencement date | $ 28 |
| First full pay period on or after 36 Months from commencement date | $ 29 |

## use of private vehicle

### Where an Employee is required to use his/her own private vehicle on Company business at the request of the Company, the Company will pay to the Employee a per kilometre rate of 76 cents.

## use of Company vehicle

### A Company vehicle (where applicable) may be provided for use during the performance of duties on behalf of the Company. Due to Australian Taxation Office (**ATO**) requirements this vehicle may not be permitted to be used for private purposes, other than driving to and from the first and last call of each day.

### No person other than an Employee shall be permitted to drive the Company vehicle, without the express permission of the Company.

### For Employees who either have an entitlement to private use of a Company vehicle under their employment contract at the Commencement Date or during the life of this Agreement is provided with such an entitlement,, clause 35.1 and 35.2 do not apply. The Company Vehicle Policy and Australian taxation rules will apply in these circumstances.

## DAILY TRAVEL TIME

### It is a condition of employment that all Employees, when instructed by management, will start and cease their daily working hours and duties at the job site.

### Employees with Company provided vehicles will be expected to transport other Employees to work locations.

### Travel between worksites within any day / shift will be considered on duty.

### Employees will be required to travel to and from the job site in their own time each day in accordance with this clause to a maximum of 120 minutes per day.

### Where travel time exceeds 120 minutes per day, then such additional time will be considered excess travel time and paid for at the Employee’s ordinary time Hourly Base Rate. Excess travel time is not considered time worked. As such, excess travel time does not attract any penalty or loading, nor does it reduce the number of ordinary hours an Employee may work on a particular day.

### Travel time will be calculated as follows:

#### The measurement of travel time will be based on the most direct route. The most direct route is that which takes the shortest time to travel;

#### The measurement of travel time will include geographical constraints, traffic and road conditions but will not be based on “line of sight”;

### The provisions of this clause regarding travel time and excess travel time do not apply in the circumstances where an Employee starts and finishes at the assigned Depot.

## LIVING AWAY FROM HOME ALLOWANCE (‘LAFHA’)

### If LAFHA is required it will be dealt with in accordance with Company policy and ATO Guidelines

## LEADING HAND ALLOWANCE

### A leading hand is appointed at the discretion of the Company by agreement with the employee. A leading hand is a worker of any classification that assists a manager or supervisor in planning and execution of that work.

### The leading hand allowance of $65 per week will be paid as a flat allowance per week for the duration of the Agreement.

## Height allowance

### An Employee who is required to conduct or carry out works on a tower, mast, guy-rope or any telecommunications structure on the external faces of buildings or parapets shall be paid a daily height allowance in accordance with the following rates:

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Height (m) | 1st pay period after commencement of agreement | 1st pay period on or after  1 March 2016 | 1st pay period on or after  1 March 2017 | 1st pay period on or after  1 March 2018 |
| 15-45 | $ 9.50 | $ 9.69 | $ 9.88 | $ 10.08 |
| 45-90 | $ 22.00 | $ 22.44 | $ 22.89 | $ 23.35 |
| 90-150 | $ 37.50 | $ 38.25 | $ 39.02 | $ 39.80 |
| 150+ | $ 55.00 | $ 56.10 | $ 57.22 | $ 58.37 |

### This height allowance shall not apply when an Employee is working with the aid of a cherry picker, scissor lift or other similar elevating work platform but will apply in the case of a swinging stage, bosons chair or similar suspended device.

## On Call

### Where an Employee is On Call, the Employee must remain fit for work for the duration of the On Call time frame as agreed and must be available to the Company and to accept telephone calls.

### The Employee will receive $140 per week to be On Call.

### When an Employee is called out the Employee will be paid for the actual time worked at the appropriate overtime rate. Actual time worked commences when the Employee leaves home and ends when the Employee returns home. The Employee will be paid for a minimum four (4) hours work.

# LEAVE AND PUBLIC HOLIDAYS

## ANNUAL LEAVE

### Employees (other than casuals) will accrue annual leave entitlements at the rate of four weeks per year of continuous service in accordance with the FW Act. Shiftworkers, as defined below, will accrue annual leave entitlements at the rate of five weeks per year of continuous service.

### The balance of an Employee's accrued annual leave entitlements should be taken at mutually convenient times.

### The Employee and the Company may agree to cash out up to four weeks’ annual leave per year. However the Employee must always retain a balance of four weeks’ untaken annual leave.

### Annual leave is paid at the ordinary rate being paid to the Employee immediately prior to the taking of the Annual Leave.

### An Annual leave loading of 17.5% will be paid.

### It is agreed that annual leave is to be taken over the Christmas/New Year Closedown period, and is to be taken in accordance with the following procedure.

#### Where possible the Company will observe the Christmas/New Year Closedown period and will require Employees to take some Annual Leave at this time.

#### Employees who have not accrued sufficient annual leave prior to commencement of the Christmas/New Year Closedown period may be stood down by the Company to give that Employee at least the minimum leave of absence required.

#### Notwithstanding anything elsewhere contained in this Agreement, the Company may require any Employee to work in unforeseen or emergency circumstances, including critical program works, during the Christmas/New Year Closedown period. In any such event the Company shall recognise the individual right of Employees to not work, provided that Employee shall not unreasonably refuse such a request.

### Where an Employee requests that annual leave be allowed in one continuous period at the Christmas /New Year Closedown, such a request shall not be unreasonably refused.

### A Shiftworker for the purposes of clause 41.1 means an employee who works in a shift arrangement in which shifts are continuously rostered 24 hours a day for 7 days a week, and who is regularly rostered to work those shifts, and who regularly works on Sundays and public holidays.

## PUBLIC HOLIDAYS

### An Employee other than a casual shall be entitled to the relevant gazetted State public holidays that exist during the life of this Agreement.

### Any other day, or part-day, declared or prescribed by or under a State or Federal law during the life of this agreement is to be observed as a public holiday.

### If an Employee is based in a particular State to complete works for the Company then they will be entitled to the gazetted State public holidays where those works are being completed.

### The Company may request the Employee to work on a public holiday in accordance with the FW Act.

## PERsonal LEAVE / CARERS LEAVE

### Employees (other than casuals) shall be entitled to personal/carer’s leave in accordance with the FW Act. The entitlement to paid personal/carer’s leave is equivalent to 10 days paid leave for each twelve months of continuous service for working an average of 38 hours per week over a 52 week period.

### Entitlement to carers leave under this clause is in respect of a member of the Employee’s family or household as defined by the FW Act.

### An Employee will be granted personal leave up to the limit of his/her accrued entitlement if he/she is absent from work due to personal illness or injury (other than injury covered by Worker's Compensation), or he/she is required to care for an ill or injured family member, subject to:

#### The Employee notifying the Company as soon as possible of the commencement of personal leave; and

#### Providing to the Company’s satisfaction that the personal leave is/was justified; and

#### Providing a Doctor's certificate for any multiple day absence, or single day absences in excess of two single day absences per year or a statutory declaration, where the Company accepts it as appropriate.

### Personal leave is paid at the ordinary wage rate.

## PARENTAL LEAVE

### Employees will be entitled to parental leave in accordance with the FW Act.

## COMPASSIONATE LEAVE

### Employees will be entitled to compassionate leave in accordance with the FW Act.

## COMMUNITY SERVICE LEAVE

### Employees will be entitled to community service leave in accordance with the FW Act.

## LONG SERVICE LEAVE

### Service before this Enterprise Agreement

### This sub-clause applies to Employees who commenced employment with the Company prior to the Commencement Date.

#### Employees will be entitled to accrue long service leave at the rate of 13 weeks long service leave after completion of 10 years continuous service, and a further pro rata amount for each completed month from when their last entitlement to long service leave arose, in respect of all continuous service before the Commencement Date. Part time Employees are entitled to long service leave on a pro rata basis.

#### The long service leave accrual of an Employee will be preserved as at the Commencement Date, and from the Commencement Date further long service leave will accrue, and be taken and paid according to clause 47.2.

### Service from the Commencement Date

### This sub-clause applies to all Employees, including any Employee who commences employment with the Company on or after the Commencement Date.

#### From the Commencement Date, an Employee will accrue long service leave at the rate of 8.67 weeks long service leave after completion of 10 years continuous service in respect of continuous service with the Company in accordance with this clause, and a further pro rata amount for each completed month from when their last entitlement to long service leave arose. Part time or casual employees are entitled to long service leave on a pro rata basis.

#### An Employee will be entitled to take long service leave, at the Employee’s Wage Rate, after completion of 10 years continuous service. Long service leave may be taken at a time that is agreed between the Company and the Employee having regard to the needs of the business.

#### Other conditions regarding long service leave are as follows:

##### Long service leave should generally be taken in blocks of 4 weeks at any one time, although the Company and an Employee can agree on a shorter period of long service leave.

##### Where a public holiday falls during a period of long service leave when an Employee would otherwise be rostered to work, the leave period will be extended by a day for each public holiday.

##### Annual leave and Personal Leave shall accrue during long service leave, but RDO’s will not accrue during long service leave.

#### In the case of an Employee who has completed at least 10 years continuous service with the Company and whose employment ceases for any reason, the Employee is entitled to be paid for his or her accrued long service leave on termination of employment, at the Employee’s Wage Rate as at the date of termination.

#### In the case of an Employee who has completed at least 5 year’s continuous service with the Company, and whose services are terminated by the Company for any reason other than the Employee’s serious and willful misconduct, or by the Employee on account of illness, incapacity or domestic or other pressing necessity, or by reason of the death of the Employee, the Employee is entitled to a pro rata payment for long service leave on termination of employment (on the basis of 8.67 weeks after 10 years completed continuous service) , at the Employee’s Wage Rate as at the date of termination.

### Covers the Field

### The long service entitlements and benefits of the Employees are directly funded and provided to Employees by the Company. As such this clause is designed to provide comprehensive coverage in relation to long service entitlements, including leave, benefits or payments, for the Employees and is intended to cover the field with respect to the rights and obligations of the Company and Employees in relation to long service entitlements for the work performed under and in connection with this Agreement, to the extent permitted at law.

### For the avoidance of doubt this clause applies to the exclusion of any other State or Territory law operating in any State or Territory where an Employee works, and which regulates long service entitlements or benefits or imposes any liability or obligation on the Company in relation to long service of Employees, or is otherwise in the nature of, or in respect of, long service leave in respect of the work performed by Employees pursuant to this Agreement.

### With respect to transferring of employees who were formerly employed under the John Holland Pty Ltd & CEPU Communications Agreement 2010 – 2013 portable long service leave provisions will be maintained.

# TRAINING AND RELATED MATTERS

## TRAINING AND RELATED MATTERS

### The Company supports providing Employees with the opportunity to acquire additional skills within relevant career path structures through appropriate structured training based on nationally endorsed competency standards and curriculum;

### The Company will actively encourage Employees to seek formal recognition of their skills (i.e. recognition of prior learning).

### The Company, where appropriate will develop training programs which are consistent with the following:

#### Training provided will be consistent with the Companies business requirements, relevant to the work of the Employee, consistent with the skills development of each Employee and with applicable national competency standards;

#### Training may be taken either on or off the job with all reasonable steps being taken to conduct training in normal working hours;

#### If an approved training activity is undertaken during ordinary working hours, the Employee/s concerned shall be paid for ordinary hours of work;

#### Agreed costs of courses approved by the Company will be met by the Company;

#### The Company will not meet the costs of training undertaken by Employees which was not approved in advance by the Company; and

#### Leave of absence granted pursuant to this clause shall count as service for all purposes set out in this Agreement.

## TRAINEES

### The Company may employ a number of trainees in accordance with the Companies commitment to develop Employees.

### Trainee Minimum Wage Rates are referenced in Clause 29.1

### Trainees may also be engaged on a classification if on completion of the training a promotion would occur resulting in a higher classification. E.g. A Trainee Rigger is engaged as a CFW2 and upon completion would meet the requirements of a CFW3.

# GENERAL EMPLOYMENT ARRANGEMENTS

## AMENITIES

### Visionstream will provide appropriate amenities facilities in accordance with the relevant Work, Health and Safety obligations.

### The parties to this agreement acknowledge that there are a number of variables associated with the works to be completed by Employees. Variables include, but are not limited to, the number of people working together, the geographic location of the works and the length of the works to be completed. Therefore appropriate amenities will be provided on a case by case basis.

## CLOTHING ISSUE AND SAFETY FOOTWEAR AND EQUIPMENT

### Mandatory equipment

#### All Employees engaged to work on site will be supplied with appropriate safety footwear, high visibility apparel, safety glasses and safety helmets as appropriate when commencing work with the Company.

#### These items must be worn as instructed by the Company. The supplied items will be worn in accordance with the Safety, Health and Environment Work Method Statements (SHEWMS), or similar safety requirements applicable to the tasks performed.

#### Where there is evidence that Employees are not wearing the mandatory supplied equipment whilst engaged to work on the site they may face disciplinary action by the Company.

#### Helmets and Company issued clothing and equipment must not be painted, drilled or modified in any way. Furthermore, stickers (other than those supplied by the Company for the purpose of identification and/or induction compliance) must not be displayed on helmets and/or Company issued clothing and equipment.

#### Damaged and/or worn footwear, eye protection wear and helmets will be replaced upon advice by the relevant Project Manager or delegated authority.

## FLEXIBILITY TERM

### The Company and an Employee covered by this Agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the Agreement if:

#### The arrangement meets the genuine needs of the Company and Employee and is genuinely agreed to by the Company and the Employee.

#### the agreement deals with one (1)\_or more of the following matters:

##### arrangements about when work is performed;

##### overtime rates;

##### penalty rates;

##### allowances;

##### leave loading;

### The Company must ensure that the arrangement:

#### be about a permitted matter under the FW Act as if the arrangement were an enterprise Agreement; and

#### does not include a term that would be an unlawful term under section 194 of the FW Act; and

#### results in the Employee being better off overall than the Employee would be if no arrangement was made; and

#### is in writing; and

#### includes the name of the Company and Employee; and

#### is signed by the Company and Employee and if the Company and Employee is under the age of 18 years, signed by a parent or guardian of the Employee;

#### includes detail of:

##### the terms of the agreement that will be varied by the arrangement;

##### how the arrangement will vary the effect of the terms;

##### how the Employee will be better off overall than the Employee would be if no arrangement were agreed to; and

### states the date on which the arrangement commences.

### The Company must give the Employee a copy of the arrangement within 14 days after it is agreed to.

### The Company or Employee may terminate the arrangement:

#### by giving written notice of not more than 28 days; or

#### if the Company and Employee agree in writing – at any time.

## NO EXTRA CLAIMS

### It is a condition of the Agreement that the Parties and each of the Employees bound by the Agreement will not pursue extra claims for the duration of the Agreement. This includes claims relating to changes arising from award variations or decisions of the FWC. Nothing in this clause shall be taken to purport that the Agreement deals comprehensively with all incidents of the employment relationship, even those not contemplated by the Agreement.

## RELATIONSHIP WITH OTHER AWARDS AND AGREEMENTS

### This Agreement will apply to the exclusion of any industrial agreement/s, award/s, state award/s, preserved state award/s, notional agreement preserving state award/s, order/s, enterprise agreement/s, certified agreement/s or workplace agreement/s made under a State law or Federal law, or any other industrial instrument/s or unregistered agreement/s which may otherwise apply to the employment of the Employees by the Company.

## MOBILE PHONES AND OTHER ELECTRONIC EQUIPMENT

### Employees acknowledge and agree that the use of mobile phones and other such devices including, but not limited to, MP3 players, iPods and other devices using headphones or ear buds whilst work is being carried out constitutes a significant health and safety hazard. Therefore the use of such devices, other than for work related purposes, may be only used by Employees whilst they are on a designated work break.

## fitness for work

### Employees must adhere to Visionstream’s Alcohol and other Drugs Procedure or any other Fit for Work procedure at all times.

### The Company, from time to time during the life of this Agreement, may make changes to the Visionstream Fit for Work Guidelines including Alcohol and Drugs Procedure. When changes have been made Employees will be notified and have access to the most recent edition.

## SMOKING

### Smoking is only permitted in designated, appropriately signed areas. Smoking is not permitted in any Company site offices, mess/change sheds, enclosed areas, confined spaces, sanitary facilities, vehicles, machines, plant, meal break facilities or any other amenities.

### 

## SIGNATORIES

Signed for and on behalf of Visionstream Pty Ltd

Name \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

I am authorised by Visionstream Pty Ltd to sign this Agreement on its behalf

Signature\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Witness

Name \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Dated this \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signed for and on behalf of the Employees

Name \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Witness

Name \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

# APPENDIX A - CLASSIFICATION STRUCTURE and Rates of Pay

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| **MINIMUM**  **Pay Level** | **TRAINEE** | **Labourer** | **Plant Operator** | **Communications Field Worker** | **Storeperson** | **Field Inspector** |
| Level 1 | Junior |  |  |  |  |  |
| Level 2 | Adult |  |  |  |  |  |
| Level 3 |  | LB 1 |  |  |  |  |
| Level 5 |  | LB 2 |  |  | ST 1 |  |
| Level 6 |  |  |  | CFW 1 |  |  |
| Level 8 |  |  | PO 1 | CFW 2 | ST 2 | FI 1 |
| Level 10 |  |  |  | CFW 3 |  |  |
| Level 11 |  |  | PO 2 |  |  |  |
| Level 12 |  |  |  |  |  | FI 2 |
| Level 13 |  |  |  | CFW 4 |  |  |
| Level 14 |  |  | PO 3 |  |  |  |
| Level 16 |  |  |  | CFW 5 |  |  |
| Level 19 |  |  |  | CFW 6 |  |  |

All Roles

* Pay Level is a minimum level for each associated classification
* Abide by all company directives and the Code of Conduct
* Understand and abide by the company’s core values and behaviours
* Follow Company Safety, Health and Environment Policy and Procedures including the company’s Safety Essentials
* Possess a ‘Induction for Construction Work’ (White Card or equivalent)
* Maintain integrity network at all times in area within your control
* Actively promote and contribute to the safe work practices within the team
* Work towards the continuous improvement of safety standards
* Put a stop to and report any unsafe work activities or practices
* Always arrive for work in a punctual manner
* Always arrive for work fit for duties
* Be prepared to undertake drug and alcohol testing at any time
* Follow all lawful directions given by company officers
* Work as part of a team to deliver projects in a timely and efficient manner

General Labourer

|  |  |  |
| --- | --- | --- |
| Roles include: | * + - General Labourer * Asphalt Labourer   + - Trades Assistant     - Formwork Stripper * Concrete Gang Peggie   + - Demolition Labourer     - Concrete Cutter     - Chainman     - Fencer * Traffic Controller | |
| Qualifications  (not all required) | | * + - Car Licence     - Light Rigid license or equivalent     - Small Equipment (up to 2T GVM) Accreditations as VOC’s as required eg 1.8T Excavator, Skid Steer etc.     - EWP Accreditation and VOC if Required |

General Labourer (LB 1)

|  |  |
| --- | --- |
| Definition | An Employee at this level will typically perform duties under direct supervision and will include tasks similar to those listed in the indicative task list |
| Indicative Tasks | * + - Pit and Pipe Installation/replacement     - Rod and Rope.     - Digging     - Jack hammering.     - Hauling     - Concrete works (including cutting)     - Operation of various hand tools including saw, drills, grinders.     - Operation of light trucks and equipment permissible under general car licence.     - Site Maintenance including clean up and removal of waste and re-instatement of areas surrounding replaced pits     - Unskilled tasks as directed |

General Labourer (LB 2)

|  |  |
| --- | --- |
| Definition | An Employee at this level will typically perform duties with minimal supervision and could be assisted by one or more L1’s. The typical functions at this level will include tasks similar to those listed in the indicative task list |
| Indicative Tasks | * + - As per LB1     - Read and interpret basic plans and drawings     - Installation and Replacement of direct buried cable     - Installation and Replacement of Aerial Cable Equipment     - Operation of small plant e.g. small excavator under 2T     - Site setup, not including planning, but installation of safety provisions, basic form work (boxing), hauling layoffs     - Concreting including site preparation |

Plant Operator

|  |  |
| --- | --- |
| Roles include:  (but not limited to) | * Excavator Operator * Backhoe Operator * Elevated Work Platform Operator * Truck Driver * Director Drill Operator |
| Qualifications  (not all required) | * + - Car Licence     - Light Rigid license or equivalent     - Small Equipment (up to 2T GVM) Accreditations as VOC’s as required eg 1.8T Excavator, Skid Steer etc.     - EWP Accreditation and VOC if Required     - MR licence |

Plant Operator (PO 1)

|  |  |
| --- | --- |
| Definition | An Employee at this level will typically perform duties under direct supervision that will include tasks similar to those listed in the indicative task list |
| Indicative Tasks | * + - Operation of light trucks |

Plant Operator (PO 2)

|  |  |
| --- | --- |
| Definition | An Employee at this level will typically perform duties with minimal supervision and could be assisted by one or more L1’s. The typical functions at this level will include tasks similar to those listed in the indicative task list |
| Indicative Tasks | * + - As per Plant Operator (PO1)     - Driver of Medium Rigid vehicles |

Plant Operator (PO 3)

|  |  |
| --- | --- |
| Definition | An Employee at this level will typically perform duties with minimal supervision and could be assisted by one or more L1’s and L2’s. The typical functions at this level will include tasks similar to those listed in the indicative task list |
| Indicative Tasks | * + - As per PO1 and PO2     - Driver of Heavy Rigid vehicles     - Operator of Directional Drill     - Operation and maintenance of specialized mechanical aids     - Driving/towing specialized vehicles |

Communications Field Worker

|  |  |
| --- | --- |
| Roles include:  (but not limited to) | * + - Rigger; or     - Technician; or     - Splicer; or Copper Jointer; or     - Trainee |
| Qualifications  (not all required) | * + - ACMA Cabling Registration if Required (Restricted Cabler)     - Licence to Perform high Risk Work – Rigging/Dogging     - Working at Heights     - Tower Rescue     - Radio Frequency Awareness     - Construction induction     - Driver’s Licence     - MR licence as required |

Communications Field Worker (CFW 1)

|  |  |
| --- | --- |
| Definition | An employee who undertakes telecommunications and other installation and or maintenance activities at this level with direct supervision. |
| Indicative Tasks | * + - Unskilled tasks as directed     - Place and secure cable     - Terminate metallic conductor cable     - Operation of hand and power tools     - Work effectively in a telecommunications technology team     - Cut to specified lengths – ducting, unistrut, conduit, and other cable and support systems     - Paint cable trays, ducts and conduits     - Directly assists a technician installing cable/conduit, ducting and other cable enclosures or support systems     - Act as second member of a two person team working in defined confined spaces and working aloft     - Basic tasks requiring supervision |

Communications Field Worker (CFW 2)

|  |  |
| --- | --- |
| Definition | An employee who undertakes telecommunications and other installation and or maintenance activities at this level are normally performed with indirect or direct supervision and will typically include assisting in a combination of indicative tasks |
| Indicative Tasks | * + - As per CFW 1     - Construction/installation of jointing enclosure     - Basic cable jointing and coax splicing     - Assembling, erecting, positioning and labelling all items of equipment     - Basic installation, repair, maintenance and associated pre-wiring/termination/jointing and interconnecting of all services     - Install cable support systems     - Simple construction/installation of jointing enclosure     - Simple Overhead and Underground installation services     - Locate plant of other utilities prior to construction (potholing)     - Complete documentation as required |

Communications Field Worker (CFW 3)

|  |  |
| --- | --- |
| Definition | An employee who undertakes telecommunication and other installation and/or maintenance activities at this level are normally performed with minimal supervision but with instruction, and will typically include a combination of the indicative task |
| Indicative Tasks | * + - As per CFW 2     - Place, secure and terminate structured cabling twisted pair for commencement date     - Simplex fibre optic cable splicing     - Installation and Recovery of simplex customer premises equipment     - Complete all administrative work associated with customer premises equipment installations and maintenance     - Diagnose, locate and repair simplex cable faults     - Locate and rectify simplex customer premises equipment faults on site, on a first-in basis     - Simplex cable rearrangements and cutover’s (minor/dead network)     - Simplex installation, terminating and testing coaxial cables     - Pit/pipe/ conduit and associated plant or direct buried cable activities     - Work with cranes, cherry pickers and EWP's as required to carry out works on site     - Work at heights     - Work associated with and including, cable hauling activities, cable terminating and jumpering of distribution frames;     - Position and terminate cables     - Assembling, erecting, positioning and labelling all items of equipment     - Install underground and above ground equipment enclosures     - Undertake routine maintenance of the telecommunications network     - Complete all documentation required as part of typical tasks |

Communications Field Worker (CFW 4)

|  |  |
| --- | --- |
| Definition | An employee who undertakes telecommunication and other installations and/or maintenance activities, functions at this level are performed with minimal supervision and minimal instruction and will typically include a combination of indicative tasks |
| Indicative Tasks | * + - As per CFW 3     - Interpret plans and diagrams in order to plan works     - Place secure and terminate optical fibre cable     - Complex optic fibre splicing     - Install Customer Premises Equipment (CPE) systems and equipment     - Complicated construction/installation of jointing enclosure     - Cable pressure/alarm system, installation, maintenance and repair     - Locate plant of other utilities prior to construction (potholing)     - Complicated Overhead and Underground installation services     - Bonding and earthing of all cables including measurements     - Installation and maintenance of radio sites and associated equipment     - Carry out rigging techniques to install steelwork on structures, including the requirement to climb poles, towers and masts     - Work at heights on mobile phone base station structures to install antennas, feeders and ancillary equipment     - Assist to carry out integration activities on site, including night time works as required, post integration call tests to verify cell configurations, hand off parameters and call quality     - Install, test and commission Microwave Radio PDH & SDH     - Install, test and commission Multiplex Equipment  PCM, SDH     - Install, test and commission DC Power Systems (Rectifiers & Batteries) |

Communications Field Worker (CFW 5)

|  |  |
| --- | --- |
| Definition | An employee who undertakes telecommunication and other installations and/or maintenance activities, functions at this level are performed without supervision and will typically include a combination of indicative activities |
| Indicative Tasks | * + - As per CFW 4     - Installation, repair, maintenance and associated prewiring     - Termination/jointing and interconnecting of all services     - Perform testing with Fibrescope and light source on Hybrid systems as required     - Cut over and train customers on new Customer Premises Equipment (CPE) systems and equipment     - Cutover CPE additions, moves and changes     - Perform test and fault diagnosis remote from the customer premises     - Locate and diagnose electronic faults     - Commission telecommunications network equipment     - Integrate new systems and equipment into the telecommunications network     - Cutover new and/or replacement network equipment     - Complete equipment/software upgrades     - Plan and work on live fibre network installations, maintenance and cutovers     - Optic fibre testing/splicing an commissioning as appropriate     - Optic Fibre/Coax/Copper Cable testing and analysis and running O/F patch leads     - Undertake complex cable rearrangement activities in all cables     - Interpret plans and make judgments on the appropriate methods of cutover, e.g. double jumpering, multiplying pairs, tie cables     - Conduct and report on technical investigations     - Optic fibre testing/splicing and commissioning as appropriate and running Optic Fibre patch leads     - Terminate communication cables of various types and sizes, testing cables and equipment for compliance with specifications     - Be responsible for fault finding, systems checks and liaise with Network Operations teams where required     - Perform testing of Radio Frequency systems for Return Loss(RL), Distance To Fault (DTF), VSWR and Passive Intermodulation (PIM) as required     - Perform cable rearrangements and cutovers,     - Carry out commissioning reports and data entry to IT systems as required     - Supervise cabling project     - Schedule installations and maintenance activities including organising resources.     - Locate and rectify network faults on site, on first-in basis     - Undertake outage management     - Conduct field tests of radio/wireless networks     - Perform cable rearrangements and cutovers     - Installation and maintenance of network assets     - Supervise contractors when required     - Where required undertake the repair of damage cable with regard to all working services     - Update appropriate systems with project completion data and maintain databases of reference     - Carry out site inspections prior to work commencing |

Communications Field Worker (CFW 6)

|  |  |
| --- | --- |
| Definition | An employee who has specialized high order technical skills who undertakes complex telecommunication installations, maintenance, commissioning and escalated issues from CFW 5 and below. An employee at this level may be involved in the planning and supervision of work and will be a key member in the development of lower level Communications Field Workers. Functions at this level are performed without supervision and will typically include a combination of indicative activities |
| Indicative Tasks | * + - As per CFW 5     - Analyse system faults where a high degree of diagnostic skill is required     - Carry out prescribed hardware modifications to all items of equipment     - Fault localisation, location, analysis and repair of all fault types     - Cable testing and recording     - Provide high level consultancy and technical support in the CPE sector     - Develop CPE installation project plans     - Locate and rectify complex CPE system and equipment faults     - Provide expert advice and support on very complex CPE faults     - Analyse and organize repair of complex telecommunications network faults     - Integrate new systems and equipment into the telecommunications network     - High end OTDR testing and analysis     - Analyse system faults where a high degree of diagnostic skill is required     - Create, review and modify “Scope of Work” for field allocation     - Scope, installation, testing, commissioning and integration in network sites     - Interpret the job sketch/drawing and if necessary make minor changes in the job application which did not change the job design intent     - Lead a small team in safe work practices at heights     - Development of CFW 1 to CFW 4 team members through on the job training     - Planning, programming, co-ordination and control of the project activities and resources for the team |

Storeperson

|  |  |
| --- | --- |
| Roles include:  (but not limited to) | * + - Storeperson |
| Qualifications  (not all required) | * + - License to Perform High Risk Work - Class LF     - Current Drivers Licence     - Forklift licence     - PC literate |

Storeperson (ST 1)

|  |  |
| --- | --- |
| Definition | An Employee at this level will perform duties under supervision and will include a combination of indicative tasks |
| Indicative Tasks | * + - Receive incoming goods into the warehouse     - Store goods as directed     - Ability to Interpret Picking Slip accurately     - Accurate Picking of orders     - Packaging of all products as required to satisfy customer orders     - Provide appropriate and accurate labeling and documentation on outwards goods     - Process customer returns including the required documentation.     - All customer return stock is either transferred to designated store locations or logged in quarantine     - Dispatch all outward bound goods from the warehouse     - Ensure Chain of Responsibility compliance is met.     - Assist with both annual stock takes and cycle count     - Keeping a clean and tidy work area |

Storeperson (ST 2)

|  |  |
| --- | --- |
| Definition | An Employee at this level will perform duties with very limited supervision and the functions will include a combination of indicative tasks |
| Indicative Tasks | * + - As per ST 1     - Datum recording and assembly tasks as required     - Processing of all transactions within the stock management system as required     - Ability to interrogate stock management system when required     - Proficient use of computer based stock management systems |

Field Inspector

|  |  |
| --- | --- |
| Roles include:  (but not limited to) | * + - Field Inspector |
| Qualifications  (not all required) | * + - Current Drivers Licence |

Field Inspector (FI 1)

|  |  |
| --- | --- |
| Definition | An Employee at this level will perform telecommunications field inspection duties with very limited supervision and the functions will include a combination of indicative tasks |
| Indicative Tasks | * + - Work closely with Schedulers and project team to Complete all TOW within Visionstream timeframe     - Undertake field assessment ,verification and provide input to development of alternative design options     - Assessing the fitness of DUCTs and pits     - Ensuring high quality of data input integrity     - Directing rodding and roping crews in an efficient manner in order to ensure productivity targets are achieved     - Ensure all data is captured within the Design Project folders and updated in via the scheduling group     - Contact sub-contractors regularly to complete on site survey’s     - Report on the progress of the works in VPL systems and escalating any potential slippages to the Construction manager before they arise;     - Respond to enquiries from stakeholders in relation to work order progress;     - Respond to field based enquiries in relation to the survey (Designers & FM’s)     - Check emails and reply to escalations and update the Scheduling group & Design Groups     - Discuss issues / escalations with Program and Construction Manager     - Advising promptly of planning, programming and resourcing issues that require resolution     - Other duties as required     - Undertake a site survey |

Field Inspector (FI 2)

|  |  |
| --- | --- |
| Definition | An Employee at this level will perform telecommunications field inspection duties with very limited supervision and the functions will include a combination of indicative tasks |
| Indicative Tasks | * + - Work closely with Schedulers and project team to Complete all TOW within Visionstream timeframe     - Undertake field assessment ,verification and provide input to development of alternative design options     - Assessing the fitness of DUCTs and pits     - Ensuring high quality of data input integrity     - Directing rodding and roping crews in an efficient manner in order to ensure productivity targets are achieved     - Ensure all data is captured within the Design Project folders and updated in via the scheduling group     - Contact sub-contractors regularly to complete on site survey’s     - Report on the progress of the works in VPL systems and escalating any potential slippages to the Construction manager before they arise;     - Respond to enquiries from stakeholders in relation to work order progress;     - Respond to field based enquiries in relation to the survey (Designers & FM’s)     - Check emails and reply to escalations and update the Scheduling group & Design Groups     - Discuss issues / escalations with Program and Construction Manager     - Advising promptly of planning, programming and resourcing issues that require resolution     - Other duties as required     - Undertake a civil site survey |

# APPENDIX B - Preserved Contingency Redundancy Entitlement (“PCRE”)

For Employees to whom the *Visionstream Employee Collective Agreement 2006* applied prior to making of this Agreement and who commenced employment with the Company prior to 1 January 2010 and whose position becomes redundant and who cannot be offered a reasonable alternative position, the PCRE portion of their redundancy entitlement (under clause 22.2) will be calculated as follows:

#### four weeks’ pay for each completed year of continuous service up to five (5) years; plus

#### three weeks’ pay for each completed year of continuous service thereafter, plus a pro-rata payment for each completed month of continuous service since the last completed year of continuous service;

#### for Employees over fifty years of age, four weeks’ pay for each year of service beyond fifty years of age, including pro-rata adjustment for each completed month of continuous service since the last complete year of continuous service;

#### The minimum sum payable under these arrangements, including any payment in lieu of notice, to be eight (8) weeks salary and the maximum to be eighty-four (84) weeks salary.