

Workplace Relations Act
Section 327

Visionstream Employee Collective Agreement 2006

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1. Title

This Agreement shall be known as the “Visionstream Employee Collective Agreement 2006”.

2. Parties to the Agreement

This Agreement shall be binding on:

- (i) Visionstream Pty Ltd (ACN 062 604 193) (“Visionstream” or the “Company”) in respect of all employees employed in the classifications shown at Attachment 1, and
- (ii) The employees of Visionstream who are employed in the classifications shown at Attachment 1.

This Agreement will be binding on the Company and eligible employees from the date on which it is lodged with the Employment Advocate.

3. Date and period of Operation

This Agreement will come into operation on the date it is lodged with the Employment Advocate and will remain in force until December 31 2009.

4. Scope

This Agreement has been developed to enable the Company to effectively compete in the provision of telecommunications design and telecommunication networks construction, and the installation, operation and maintenance of telecommunications services.

5. Objectives of this Agreement

The terms and conditions of employment at Visionstream for employees covered by this Agreement have been prescribed in earlier Agreements. This Agreement has been negotiated and agreed to replace those earlier Agreements in their entirety.

Visionstream operates in, and provides services to, an industry that is deregulated and highly competitive. Consequently the Company’s pricing is a critical element in determining its ability to win work.

This Agreement aims to enable Visionstream to:

- (a) Provide a reliable, consistent and high quality level of service to the industry at a competitive cost to the Company.
- (b) Encourage the development and recognition of a well trained, skilled and flexible workforce committed to the productive, efficient and effective delivery of services to the telecommunications industry.
- (c) Provide a constructive relationship between the Company and its employees so that employee issues may be resolved in a prompt and conflict free environment.
- (d) Provide an environment that is flexible in its structure and its operations so that the Company is best able to take advantage of opportunities, and respond to competitive

threats, as they develop in the telecommunications industry.

6. Consultation

The parties to this Agreement recognise that the on-going viability of Visionstream, continued job security and opportunity for further growth of business and employment opportunities is critically dependent on the achievement of best practice, low operating costs and maintaining a reputation for reliability and efficiency in providing services to customers.

To achieve this reputation and protect this viability, everyone is committed to the early identification of any area where interpersonal relations or industrial relations have an unsatisfactory effect on staff morale and ensure that appropriate remedial action is implemented.

It is agreed that customer requirements may require a re-examination of work practices at any time. In such cases it is agreed to review all possible alternatives prior to any changes being made to work practices. It is agreed that such reviews will be conducted promptly and without delay. The Company agrees to discuss and clearly explain the impact of such changes with the employees concerned prior to the implementation of the changes.

In this context, it is agreed that that the Company is able to trial certain proposed workplace changes so as to assess the impact of such change.

The parties agree to the following processes and principles:

- (i) Local consultative arrangements have been established and middle managers, supervisors and staff are to be assisted and encouraged to participate more in problem solving and decision making at their own workplace through these arrangements.
- (ii) Training will be provided to managers, supervisors and staff to enable them to communicate effectively and to identify, analyse and resolve problems.
- (iii) The impact of change will be clearly explained and discussed with the parties prior to implementation.
- (iv) Contentious decisions or implementation difficulties arising out of national Agreements are to be referred to higher levels for consultation prior to implementation.
- (v) Where any changes result in increases in duties or responsibilities, the parties agree to facilitate the acquisition of additional skills and competency required for the increased duties or responsibilities. The impact of such change on individual remuneration shall be considered by the parties but will not necessarily result in adjustment in remuneration.

7. Dispute Resolution Procedure

In the event that any element of this Agreement becomes the subject of dispute, the following procedures will apply:

- (i) Where staff members experience work-related problems, in the first instance the matter should be raised with their immediate supervisor who will attempt to resolve the problem within a reasonable time, ie within two (2) working days.
- (ii) If the matter cannot be resolved with the staff members' supervisor, it is to be taken to the supervisor's manager who will seek resolution within two (2) working days, failing which the assistance of a more senior manager may be sought.
- (iii) If the matter has not been progressed to the satisfaction of the parties within six (6) working days from the time it was first raised with the supervisor, it is to be referred to the Regional or General Manager, or the Human Resources Manager for resolution within five (5) working days.
- (iv) During the period referred to in clauses (i) to (iii) inclusive, the status quo will be maintained, normal work will continue and the Company will not implement the matters in dispute. "Status quo" means the circumstances existing immediately prior to the dispute. After completion of these steps, the Company may implement the matters in dispute without prejudice to the final resolution of the matter.
- (v) If the matter still remains unresolved, the matter may be referred to an agreed mediator, which could be the Australian Industrial Relations Commission ('the Commission'). The role of the mediator is limited to attempting to resolve the matter(s) in dispute through mediation and/or conciliation. It is agreed that any outcome determined by an agreed mediator, such as the AIRC, must not be inconsistent with the National Code of Practice for the Construction Industry and Industry Guidelines or inconsistent with legislative obligations
- (vi) It is agreed that these time limits may be varied, or waived, in whatever manner is necessary to aid dispute resolution. However, the importance of all involved accepting responsibility for the issues within the agreed timeframes is also acknowledged.

Nothing in this procedure will prevent any party from exercising its rights under the Commonwealth Workplace Relations Act 1996 (the 'Act') as amended from time to time; or prejudice the position of a party in a genuine health and safety situation.

Nothing in this process prejudices the rights of any employee or the Company to seek assistance and/or representation at any point in the process.

8. Classification Structure

The classification structure covered by this Agreement has been established to maximise the efficiency of the Visionstream operation. Field staff are organised into self-managing work groups with up to three (3) levels of skilled staff. Job descriptions for all field classifications are attached to this Agreement (Attachment 2). These descriptions may be varied to accommodate any changes in the work performed where the parties agree such variations, and any such variations shall form part of this Agreement.

Any number of work groups may report to a Field Manager provided the average ratio of staff to Field Manager does not exceed 25:1 when determined across the Company.

The Company also agrees that no employee can suffer a reduction in wages as a result of any new, or varied, job description.

9. Employment Types

Whilst it is anticipated that Visionstream will be primarily a full time employer, where necessary and to satisfy commercial business needs, it is agreed that Visionstream is able to offer part time, fixed term and casual employment.

(i) Full Time Employment

Employees will be offered employment on an ongoing basis subject to availability of positions and satisfactory ongoing individual performance.

(ii) Fixed Term Employment

Fixed Term employment may be offered when Visionstream has specific projects which cannot be undertaken, or completed, within its full time workforce. Such Fixed Term employment will be for the duration of the specific project.

Fixed Term employees will receive pro-rata entitlements based on the duration of their employment and consistent with the terms and conditions of this Agreement, with the exception of redundancy benefits. All entitlements are calculated on base salary.

Visionstream undertakes not to use fixed term contracts to avoid its obligations in terminating employment as specified in the Act.

(iii) Part Time Employment

A part time employee is employed on reduced weekly hours as agreed between the Company and the employee. All entitlements for such employees will be calculated on a pro rata basis.

It is agreed that no full time employee can be converted to part time employment unless the employee requests such a conversion and the Company agrees, or the employee agrees to a Company initiated conversion. Where there is such agreement, the Company and the employee will also agree the part time hours to be worked by the employee.

(iv) Casual Employment

Casual employees may be employed on an hourly basis. The minimum period of engagement for any casual employee is to be four (4) hours on any day. Casual employees will be entitled to a 20% loading in lieu of all paid leave and Public Holidays.

(v) Probationary Employment

With the exception of Casual employees, employees recruited to Visionstream will be subject to a three (3) month probationary period of employment. Any probationary period will count as service for the purposes of this Agreement.

(vi) Junior Employment

Junior employees engaged by the Company will be the following percentages of the salary specified in Attachment 1 for their applicable classification level.

Under 18 years of Age:	60%
18 to less than 19:	70%
19 to less than 20:	80%
20 to less than 21:	90%
21 and over:	100%

10. Termination of Employment

(i) Period Of Notice

(a) Company Initiated

When terminating the employment of full time and part time employees not serving a probationary period the Company shall give a minimum period of notice (or payment, or loss of payment, in lieu of notice) in accordance with the table below.

Period of Continuous Service	Notice Period
3 years or less	at least 2 weeks
More than 3 years, but not more than 5 years	at least 3 weeks
More than 5 years	at least 4 weeks

Where a full, or part, time employee who is over 45 years of age and has two years of continuous service has their employment terminated, the Company will give one additional weeks notice (or payment in lieu of notice) to that specified above.

(b) Employee Initiated

The notice of termination required to be given by a full or part time employee shall be in writing and in accordance with that detailed in 10(i)(a) above, or as mutually agreed. If the employee fails to provide the required notice in writing then the Company is entitled to recover payment from the employee's final payment in lieu of such notice.

(c) Fixed Term Employees

In the case of fixed term employees or employees employed for a specific task the periods of notice in this clause do not apply.

(d) Casual Employees

In the case of casual employees, one hour's notice of termination of employment is to be given by the employee or the Company.

(e) Probationary Period Employees

In the case of employees on a probation period, one week's notice (or payment, or loss of payment, in lieu of notice) of termination of employment shall be given by the employee or the Company.

- (ii) Nothing in this clause will prejudice the right of the Company to dismiss an employee without notice for serious misconduct that justifies instant dismissal.
- (iii) The Company may deduct any amounts owed to it by an employee from any amounts owed by the Company to the employee at the date of termination.

11. Hours of Duty

(i) Ordinary Hours

- (a) Operational requirements mean that ordinary hours of work will be 78 hours per two (2) week period. This equates to two weeks of 38 hours per week plus one additional hour per week. These hours are exclusive of the rest breaks specified at sub clause (iv) below and are to be worked in accordance with this clause.
- (b) The span of ordinary time hours is from 7.00 am to 7.00 pm Monday to Friday. These times may be changed providing a 12 hour span is maintained, the change has the support of the majority of employees in the work group concerned, and the relevant State Branch of the Union is advised prior to implementation.
- (c) Where working hours are organised on the basis of five days per week, the ordinary hours of duty on a daily basis, excluding rest breaks, shall not exceed 7 hours and 48 minutes. This will be the standard work arrangement for Support Level employees, but may be varied by Agreement between Visionstream and an employee(s).
- (d) Where working hours are organised on the basis of a nine-day fortnight, the ordinary hours of duty on a daily basis, excluding rest breaks, shall not exceed 8 hours and 40 minutes. Subject to sub-clause (ii), this will be the standard work arrangement for Field Level employees.
- (e) There is no standard time to commence or finish work. Daily commencement and completion times are subject to work requirements but will fall within the span of ordinary hours specified in (b) above.

(ii) Rostered Days Off (RDO)

- (a) The Company will normally schedule the ordinary hours of field level employees over 9 appearances in each fortnight, with each employee having

one rostered day off (RDO) per fortnight. The scheduling of this RDO will be determined by the Company to best satisfy operational requirements. It is agreed that the Company is able to vary the scheduling of the RDO by providing the employee with at least 48 hours advance notice. In deciding to vary the RDO Visionstream will give consideration to any personal circumstances advanced by the employee for not varying the RDO.

- (b) Where operational requirements are such that the arrangements in (a) above are not possible, or appropriate, in respect of any Field Level employee(s), the Company will consult, as soon as practicable, with the employee(s) concerned and explain the rationale behind the alternate proposals. This may include, the banking of up to 5 rostered days off, on any project, where such arrangement suits business needs.

(iii) Overtime

Due to the operational requirements of the services provided, overtime becomes necessary from time to time, either to complete a normal activity or for an unforeseen circumstance. Consequently an employee may be required to work reasonable additional overtime over and above a 39 hour week, including on a public holiday in which cases the following arrangements will apply:

- (a) Where an employee is required to commence work before their scheduled start time on any day, or is required to work beyond their normal day (7 hours 48 minutes, exclusive of meal break, in a five day per week work arrangement, or 8 hours 40 minutes, exclusive of meal break, in a nine day fortnight work arrangement), the employee will be paid overtime at the rate of time and one half for the first two hours and double time thereafter.
- (b) Any employee required to work on a Saturday will be paid at the rate of time and one half for the first three (3) hours and double time thereafter.
- (c) All required work on a Sunday is paid at double time.
- (d) Where the Company has provided employees with less than 24 hours notice of a requirement to work overtime on a rostered day off then the hours worked will be paid at the rate of double time.
- (e) Employees who are required to work on a Public Holiday will be paid at the rate of double time and one half.

(iv) Rest Breaks

- (a) Employees shall not work for a continuous period in excess of 5 hours without a rest break.
- (b) A rest break shall be for a minimum of 1/2 hour and a maximum of 1 hour.

(v) Minimum Break

Employees are, wherever possible, entitled to a minimum ten (10) hour break between individual attendances.

If there is no ten (10) hour break between attendances, the employee shall not be required to report for normal duty until there has been a break of ten (10) consecutive hours. In this case there is no loss of ordinary pay.

If, on the instruction of the Company, the employee resumes work without having had such ten (10) consecutive hours off duty, the employee shall be paid at double time until release from duty and is then also entitled to be absent from duty, without loss of pay, for ten (10) consecutive hours.

12. Allowances

In July of each year the parties will review all allowance rates and may agree to vary those rates. For the purposes of this Agreement the following allowance rates and conditions are applicable from the first pay period commencing on, or after, January 1 2007.

(i) Meal Allowance

A meal allowance of \$16.50 is payable:

- (a) On a normal workday (Mon –Fri) when the employee works more than 2 hours approved overtime and the employee has not been informed of the overtime before the close of business on the preceding work day.
- (b) When more than 5 hours overtime is worked on a Saturday, Sunday or Public Holiday and the employee has not been provided with at least one (1) working days notice.

(ii) On Call Allowances

Where Visionstream requires employees to be available for out of normal hours call outs the following arrangements shall apply:

- (a) Each region shall establish a roster of suitably qualified volunteers.
- (b) The roster will, on a rotating basis, require the nominated employee(s) to attend call outs for a period of one (1) week (Monday through Sunday).
- (c) A payment of two (2) hours double time per week will be made to the employee(s) nominated for the week, whether or not call outs are performed. This two hours of double time is to be recorded only once on the time sheet for the employee nominated for that week.
- (d) Employees are paid at double time for the time spent on call outs. A minimum payment of three (3) hours at double time will be made for a call out. If a second, or subsequent, call out is received prior to the employee returning to their pre call out status then this represents a continuation of the initial call out and the employee is paid for the total time spent attending to the matter(s).

- (e) Rostered employee(s) who are unable to perform the call out when rostered are to arrange a suitable replacement and inform their Manager as soon as practicable of the name of the replacement. If the nominated rostered employee does not respond to a call out without an acceptable reason then there is to be no payment as described in paragraph (c) above.

(iii) Company Required Travel

Where Visionstream requires an employee covered by this Agreement to perform duty at a location necessitating overnight accommodation, the Company will:

- (a) arrange suitable accommodation for the employee(s) so that all costs are debited directly to the Company. In this case the Company will also provide employees with a daily allowance of \$17.50 to cover incidental expenses,

or

- (b) agree to pay the employee(s) a daily travelling allowance (inclusive of meals and incidental expenses) of \$160.00 per day for travel requiring overnight accommodation in a Capital City other than Sydney. In Sydney the daily travelling allowance is agreed to be \$175.00 per day. The agreed daily allowance for travel requiring overnight accommodation in any other location (ie not a Capital City) is \$127.50 per day.

(iv) Use of Private Motor Vehicle

Where an employee is required to use their private vehicle to perform Company business, the Company will pay the employee an allowance of 62 cents per kilometre (the rate approved by the Australian Tax Office) for such required use.

13. Salaries

- (i) Following the lodgement of this Agreement with the Employment Advocate and from 1 January 2007 eligible employees covered by this Agreement will have their actual rate of pay increased by four percent (4%).

From 1 January 2008 eligible employees covered by this Agreement will have their actual rate of pay increased by four percent (4%).

From 1 January 2009 eligible employees covered by this Agreement will have their actual rate of pay increased by three percent (3%).

Eligible employees are those employed in a designation listed at Attachment 1 and employed by Visionstream at the date of payment.

- (ii) Payment

Employees will be paid fortnightly in arrears by direct credit to the employee's nominated bank, credit union or building society account, subject to the Company

being entitled to make a deduction from the salary of the employee for any period for which leave is not approved.

Any salary not directly credited by close of business on a pay day due to a Company error shall be paid to the employee within 24 hours by direct deposit to the employee's nominated bank, credit union or building society account.

(iii) Salary Adjustment

Where an employee is scheduled, for at least one (1) working day to perform additional duties and/or responsibilities identified in a higher level role, then the employee will be paid at the higher level for the period performing these additional responsibilities and/or duties. This adjustment is not applicable in situations where an employee is performing a higher level role because the incumbent is on a RDO or an unauthorised absence.

(iv) Salary Maintenance

If an employee has been on salary adjustment for a continuous period of 12 months or more the Company agrees to either promote the employee into the role or return the employee to their previous role. If the employee is returned to their previous role then the employee is entitled to three (3) months salary maintenance.

Should an employee accept an offer of a reasonable alternative position in a situation of redundancy and the reasonable alternative position is at a level lower than the redundant position, the employee will be paid at the higher salary for no more than three (3) months from the date of acceptance.

(v) Incentive Scheme

It is the intention of Visionstream to increase the number of employees who have access to discrete activity incentive plans so that all employees covered by this Agreement are able, should they agree, to participate in a relevant incentive scheme. It is agreed that such schemes will operate at the discretion of the Company and the Company will give as much notice as is possible to the employees concerned should it move to suspend the operation of any incentive scheme.

14. Leave

(i) Annual Leave

All employees covered by this Agreement are entitled to annual leave in accordance with the *Australian Fair Pay and Conditions Standard* contained in the Workplace Relations Act 1996 (Cth) (as amended from time to time). In short, the entitlement is to 4 weeks (20 days) annual leave for each 12 month period of continuous service.

Leave will be taken at a time and duration suitable to the Employer's operational requirements and in accordance with the Company Leave Policy.

(ii) Annual Recreation Leave Loading

All employees covered by this Agreement are entitled to a 17.5% leave loading based on salary which shall not exceed the Australian Bureau of Statistics' (ABS) "full time adult ordinary time earnings" for the August quarter prior to the year in which the annual leave accrued.

Part time, and fixed term, employees are entitled to annual recreation leave loading on a pro rata basis.

Annual recreation leave loading will be paid to all full time and part time employees upon the processing of their approved leave application where a period of at least five (5) days annual recreation leave is approved to be taken. Annual recreation leave loading will not be paid on leave taken for periods of four (4) days or less. Fixed term employees will receive their pro rata entitlement at the conclusion of their employment.

(iii) Personal / Carer's Leave

All employees covered by this Agreement are entitled to personal/carers leave in accordance with the *Australian Fair Pay and Conditions Standard* contained in the Workplace Relations Act 1996 (Cth) (as amended from time to time). In short, the entitlement is to 3 weeks (15 days) personal/carers leave for each 12 month period of continuous service. Your personal leave entitlement accrues on a pro-rata basis and can be used for absences from work either:

- due to personal illness or injury or;
- to provide care or support to a member of your immediate family, or a member of your household who requires your care or support because of a personal illness or injury of that person or an unexpected emergency affecting that person [carer's leave].

You will be entitled to use up to 10 days (78 hours) of your accrued paid sick leave per annum as personal/ carer's leave to provide care or support to a member of your immediate family, or a member of your household who requires your care or support because of a personal illness or injury of that person or an unexpected emergency affecting that person .

If you have exhausted your paid carer's leave entitlement, you are entitled to a period of up to 2 days unpaid carer's leave for each occasion when a member of your immediate family or a member of your household requires your care or support because of a personal illness or injury of, or an unexpected emergency affecting, that person.

Your personal and carer's leave entitlement is conditional on you complying with Visionstream's leave policy as varied from time to time. This includes promptly notifying Visionstream of any illness or injury to you, or any illness or injury to or unexpected emergency affecting another person that will cause you to be absent from work and the approximate period of that absence. Visionstream may also require you to provide satisfactory supporting evidence for personal or carers leave on each occasion.

(iv) Compassionate Leave

All employees covered by this Agreement are entitled to a period of up to 3 days paid compassionate leave per occasion:

- to visit a member of the employee's immediate family or household who contracts or develops a life-threatening personal illness or sustains a life-threatening personal injury; or
- after the death of a member of the employee's immediate family or household.

Part time and fixed term employees are entitled to pro rata entitlements based on their hours/period of work.

For the purposes of this clause the immediate family is defined as spouse, partner, parent, parent-in-law, sister, brother, child, stepchild, guardian, grandparent or grandchild of the employee.

Compassionate leave entitlement is conditional on complying with Visionstream's leave policy as varied from time to time. Visionstream may require you to provide satisfactory supporting evidence for compassionate leave on each occasion.

(v) Parental Leave

You will be entitled to unpaid Parental Leave in accordance with Visionstream policies. Visionstream will always maintain its policies to provide at least those standards contained in the *Australian Fair Pay and Conditions Standard* contained in the Workplace Relations Act 1996 (as varied from time to time).

In addition, after female staff have completed 12 months continuous service, they are entitled to take 12 weeks of parental leave as paid leave, in accordance with the Visionstream Leave Policy, from a date up to 6 weeks before the expected birth of the child.

(vi) Long Service Leave

All employees covered by this Agreement will be entitled to 13 weeks long service leave following completion of 10 years of continuous service and a further pro rata amount for each completed month from when their last entitlement to long service leave arose. Part time employees are entitled to long service leave on a pro rata basis. Long service leave is to be taken as agreed between the Company and the employee having regard to the needs of the business. This clause operates to the exclusion of any State law in relation to long service leave or which provides any benefits in the nature of, or in respect of, long service leave.

(vii) Jury Service

The Company will provide leave with pay to employees who are required to serve on Jury Duty for the period of required jury duty only. The Company will meet the

difference between any compensation received by the employee from the Court and the employees normal rate of pay.

15. Employee Representatives

The parties agree that in order to foster and progress a cooperative employer-employee relationship it is desirable that there be duly elected employee representatives:

- (i) It is agreed that there shall be no more than one representative per work activity, per Region. These representatives will be allowed reasonable time during business hours to perform their functions and will not be financially disadvantaged for doing so. The representatives undertake not to act in a manner that unduly disrupts Company operations.
- (ii) Representatives will be provided with reasonable access to office space and facilities including phone, facsimile, e-mail, lockable filing cabinet and stationery.
- (iii) Training Leave

Paid leave may be granted to employee representatives if it is agreed they would benefit in their performance by attending accredited training courses. Approval is subject to:

- (a) the operational requirements of the Company
- (b) the Company receiving at least 7 working days notice of the course
- (c) the course(s) being relevant to the representative's role with Visionstream.
- (d) leave to attend does not exceed five (5) working days in any one calendar year for individual representatives and a total of 10 days for all representatives within that region.

16. Redundancy

- (i) If an employee occupies a position which becomes redundant and cannot be offered a reasonable alternative position, then it is agreed the employee will be retrenched and be entitled to:
 - (a) four weeks pay for each completed year of continuous service up to five (5) years,
 - (b) 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,
 - (c) 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,

- (d) 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.
- (ii) For the purpose of calculating any payment under this clause:
 - (a) where an employee has been on salary adjustment for a continuous period of twelve months or more immediately preceding the date on which the employee receives notice of retrenchment, the salary level shall be the employee's salary in such higher position at that date.
 - (b) other allowances, being allowances in the nature of salary, may be included with the agreement of Visionstream.

On termination, employees will be paid all untaken annual leave in credit plus any accrued pro-rata annual leave, calculated from their last anniversary date to the date of termination. Both the untaken annual leave and pro-rata annual leave will attract the seventeen and one half per cent Annual Recreation Leave Loading.

While normally employees are not entitled to pro-rata long service leave until they have accrued ten years continuous service, employees retrenched under this Agreement shall, on termination, receive payment for an amount equivalent to pro-rata long service leave after one year's continuous service. Employees who have attained ten years continuous service will be paid their accrued long service leave balance, plus pro-rata long service leave entitlement for each completed month of service from their last long service leave anniversary date.

17. Occupational Health & Safety

- (i) Visionstream is committed to the provision of a safe, hazard free and healthy work environment. Visionstream will comply with the appropriate State Occupational Health and Safety Act and any accompanying Regulation.
- (ii) It is the policy of the Company that all operations are carried out in compliance with statutory requirements and the Company's own published work procedures.
- (iii) The Company agrees to establish a regional committee comprising management and employees to review OH&S performance on a regular basis and coordinate the implementation of national and regional initiatives to enhance safety performance of the Company.
- (iv) The Company will provide its employees with all protective clothing and personal protective equipment required to perform their duties.
- (v) No employee may be directed to perform any task which they believe to be unsafe, or for which they have not been adequately trained. No employee may continue to refuse if the Company has received an independent certification of safety.
- (vi) All Health and Safety representatives will be provided with accredited training to enable them to effectively discharge their responsibilities.

- (vii) All employees will conduct themselves in a safe and responsible manner, at all times following the standard operational procedure and safety requirements in the discharge of their duties.
- (viii) Employees will not wilfully or recklessly interfere with, or misuse, Company supplied safety equipment and protective clothing.
- (ix) Employees found to have breached (vii) or (viii) will be subject to disciplinary action, which may include termination.
- (x) Any dispute arising under this clause will be dealt with in accordance with the dispute resolution clause of this Agreement.
- (xi) Alcohol and/or illicit drugs cannot be brought onto, consumed or sold whilst at work. Employees agree not to attend work or undertake their duties if their performance is likely to, in any way be adversely affected by the taking of such alcohol and/or illicit drugs. Breach of this obligation could result in the termination of employment.

18. Rehabilitation of Injured Workers

Visionstream will adopt an early intervention policy aimed at facilitating the speedy return to work of any injured employee. In this respect Visionstream will consult with all relevant parties so that individual return to work plans are implemented as soon as practicable.

19. Training

Visionstream is committed to providing its employees with the skills to ensure they are capable of being able to competently perform and discharge their duties and responsibilities to the Company and staff. The training will be sourced from, and provided by, accredited training providers and be consistent with national competency standards.

It is agreed such training will be provided before the employee(s) concerned commence performing the duties which are the subject of the training. Wherever possible and subject to operational requirements, the training will be provided during the employee's normal working hours. Where training is required outside of normal hours this will be discussed with the employee and appropriate compensation will be paid to the employee as agreed between the employee and the Company.

20. Equal Employment Opportunity and Non Discrimination

It is the intention of the Company and employees to achieve a workplace and environment that is smoke free, non-discriminatory and harassment free. Visionstream is also committed to providing equal opportunity in all employment situations.

21. Superannuation

The Company will pay Superannuation contributions in accordance with Commonwealth legislation with the following exceptions;

- i) 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 Charge legislation.

- ii) Unless the employee exercises their entitlement to choose a different fund it is agreed the Company contributions will be made to the Leighton Superannuation Plan (The Plan) which is a sub-plan of the Plum Superannuation Fund Master Trust.
- iii) Visionstream will contribute the amount required by the Superannuation Guarantee Levy to a superannuation fund acceptable to Visionstream in respect of any casual employee employed by Visionstream.

22. Business Arrangements and Initiatives

During the period of this Agreement the parties agree to positively examine the implementation of any arrangement, initiative or work practice, which could advance the business success of the Company.

23. Daily Travelling Time

- (i) Visionstream employees are required to commence and finish duty at the job location.
- (ii) Employees with Company vehicles will be expected to transport other employees to and from work locations.
- (iii) Travel between work locations within any day will be considered to be on duty.
- (iv) The Company will use its best endeavours so that:
 - (a) any employee residing in their own work region (eg Sydney metro) has a maximum own travel time in each direction of one hour from their place of residence; and
 - (b) any employee residing outside their work region has a maximum own travel time, within their region, in each direction of one hour to, or from, the boundary of the work region.
- (v) In any situation where this objective is not achieved, the Company will;
 - (a) arrange for the employee to drive for any period in excess of one hour each way within their own work region, during normal working hours, or
 - (b) pay the employee at their ordinary rate for the travel time in excess of one hour each way within their own work region.

24. Public Holidays

- (i) Employees are entitled to the following gazetted State/Federal Public Holidays:-

New Years Day
Australia Day
Labour Day
Good Friday
Easter Saturday

Easter Monday
Anzac Day
Queens Birthday
Foundation Day (WA employees only)
Melbourne Cup Day (Vic employees only)
Brisbane Show Day (Qld employees only)
Adelaide Cup Day (SA Employees only)
Christmas Day

Boxing Day (Proclamation Day)
an equalisation day (NSW employees only, to be taken on a day nominated by Visionstream)

(ii) Substitution Days

For the purposes of this Agreement;

- (a) where Christmas Day falls on a Saturday or on a Sunday, the following Monday and Tuesday shall be observed as Christmas Day and Boxing Day respectively; and
- (b) where Boxing Day falls on a Saturday, the following Monday shall be observed as Boxing Day; and
- (c) where New Year's Day falls on a Saturday or on a Sunday, the following Monday shall be observed as New Year's Day;
- (d) where Australia Day falls on a Saturday or on a Sunday, the following Monday shall be observed as Australia Day; and the said Saturday and/or Sunday shall be deemed not to be a holiday.

25. Flexible Work Practices

In order to achieve the aims and objectives of this Agreement as detailed at Clause 5 above, and for the Company to continue to provide ongoing employment for those employees covered by the terms and conditions of this Agreement, the Company will, as a first preference, seek to use its own employees to undertake all functions.

In recognition of the imperative that for Visionstream to continue to operate it must remain competitive the employees agree the Company is able to use contract resources to undertake any function.

26. Variation of the Agreement

The parties agree to follow the mechanisms detailed in the Act for any variation(s) agreed between them for ongoing application on a Company-wide basis. Any such agreed variations can only be agreed at the national level and cannot be further varied at the State or local level.

However the parties also agree that the telecommunications industry is experiencing, and is likely to continue to experience, considerable competition and change which may require a re-examination of work practices at any time. As a result, it is agreed that where a work

practice change is agreed and is restricted to a particular project or an individual workgroup then that change may be implemented, without varying this Agreement, provided:

- (i). the variation is discussed and agreed with the employees concerned, and
- (ii). the variation does not result in any net disadvantage to the employees concerned, and
- (iii). The variation is only applicable to the workgroup or the specific project for which it was developed, and only remain in place for the duration of that project.

If, at any time Visionstream and the employees concerned agree that the variation is not proving effective, that variation may be amended or ceased provided that such outcome is acceptable to both the employees concerned and Visionstream.

27. No Extra Claims

It is agreed there will be no additional claims made for the duration of this Agreement. It is also agreed that this Agreement covers the whole field of employment, thereby excluding any industrial action during the life of the Agreement.

28. Australian Workplace Agreements

Nothing in this Agreement shall operate to prevent the Company and any of its employees covered by this Agreement from entering into Australian Workplace Agreements (AWA's) concluded and approved in accordance with the Act.

It is acknowledged by this Agreement that any AWA made before, or after, the certification of this Agreement shall be allowed to operate to the exclusion of this Agreement.

Attachment 1

Designation	Minimum Payrate
Field Level 1	\$27,000
Field Level 2	\$29,000
Field Level 3	\$33,000
Field Level 4	\$40,000

Support Level 1	\$27,000
Support Level 2	\$29,000
Support Level 3	\$33,000
Support Level 4	\$38,000
Support Level 5	\$42,000

Attachment 2

Service Operator Field Level 1

A Field Level 1 Service Operator is one who generally has limited telecommunications experience. They may have other industrial experience and will have completed training sufficient to perform duties under supervision within the scope of:-

1. Cable hauling, including rodding and roping, and device installation.
2. Using any hand tool(s) and machinery necessary to complete cable hauling, installing and sealing, device installation, and pit and pipe construction activities.
3. Sealing of all cable types used in the telecommunications industry.
4. Pit and pipe installation and maintenance.
5. Any trenching activities.
6. Installing and maintaining earthing systems.
7. Recognising and distinguishing Visionstream cable from that belonging to other authorities.
8. Understanding and undertaking basic quality control/assurance procedures including the ability to recognise basic quality deviations/faults.
9. Driving and operating of all plant and mechanical aids in accordance with training and possession of valid licences.
10. Maintaining simple records including time/late attendance records.
11. Performing duties in a safe and efficient manner in accordance with Visionstream's Health, Safety & Environment policies and procedures as well as the appropriate State Occupational Health and Safety Act.
12. Demonstrating sound interpersonal skills and behaving in a polite and courteous manner in public.

Service Operator Field Level 2

To be eligible for promotion to a Field Level 2 position an employee will be able to; demonstrate a good understanding of the network being constructed, demonstrate a responsible and professional attitude, demonstrate leadership potential, and be capable of working alone. They will also be able to demonstrate competency within the scope of the following:-

1. The fitting, installing and connecting of all telecommunications plant, including Cable TV network equipment, to the appropriate network.
2. Installing and demonstrating customer equipment such as remote control units, set top units and single line telecommunications equipment.
3. Telecommunications network pipe and manhole building and maintenance.
4. Supervising and Co-ordinating work of Field Level 1 employees (normally up to 6) in a team environment.
5. Locating and distinguishing telecommunications equipment from that belonging to other authorities and businesses.
6. Using simple measuring instruments such as multimeters.
7. Assisting in the detection, location and rectification of faults within the telecommunications network.
8. Assisting in the collection of field data, the updating and amending of pit and pipe and cabling plans under the supervision of a Field Level 4 employee.
9. Assisting a Field Level 4 employee in the commissioning of telecommunications networks and components, and proof of network performance.
10. Driving and operating all plant equipment consistent with training and licences held.
11. Understanding and being responsible for the quality of work performed.
12. As required assist with, or perform, any work at the Field Level 1 designation.
13. Assisting in the provision of both on and off the job practical training of Field Level 1 employees.
14. Undertaking routine administrative tasks as required.
15. Exercise basic keyboard skills.
16. Performing duties in a safe and efficient manner in accordance with Visionstream's Health, Safety & Environment policies and procedures as well as the appropriate State Occupational Health and Safety Act.
17. Demonstrating sound interpersonal and customer liaison skills and behaving in a polite and courteous manner in public.

Service Operator Field Level 3

To be eligible for promotion to a Field Level 3 position an employee will be able to demonstrate a thorough knowledge of the telecommunications network being constructed and the practices followed in the construction activities. They will be skilled at leading work groups and operating alone. They will also be able to demonstrate competency within the scope of the following:-

1. Cable fault location, diagnosis and repair utilising test equipment to the level of training provided and competency(s) demonstrated.
2. Replacing and/or maintaining of all telecommunications network equipment identified as defective.
3. Possessing a sound knowledge of building construction and cabling structures within all types of dwellings, having regard to local conditions and Company procedures and requirements, recommend preferred lead-in arrangements and determine the most convenient location and method of access to the telecommunications network.
4. Supervising and Co-ordinating work of Field Level 1 and 2 employees (normally up to 15) in a team environment.
5. Commissioning of telecommunications networks and components and proof of network performance under the direction of a Field Level 4 employee.
6. Collecting field data, updating and amending telecommunications network pit and pipe and cabling plans to detail network requirements and capabilities under the direction of a Field Level 4 employee.
7. .Driving and operating all plant equipment consistent with training and licences held.
8. Exercising discretion in decision making within scope of training and responsibilities.
9. Understanding and being responsible for quality of all work performed.
10. As required assist with, or perform, any work at the Field Level 1 or 2 designation.
11. Assisting in the provision of both on and off the job practical training of Field Level 1 & 2 employees.
12. Undertaking routine administrative tasks as required
13. Exercising keyboard skills.
14. Performing duties in a safe and efficient manner in accordance with Visionstream's Health, Safety & Environment policies and procedures as well as the appropriate State Occupational Health and Safety Act.
15. Exercising good interpersonal and communication skills in all dealings with customers and the general public.

Service Operator Field Level 4

Field Level 4 Service Operators are appointed to positions following an interview and skill assessment. The successful applicant must be able to demonstrate that they can competently perform all duties required and are skilled at leading work groups. They must also demonstrate they can competently operate within broad statements of objectives without requiring detailed instruction within the scope of the duties listed below:-

1. In accordance with Company and client/s operating procedures and standards utilise the full range of telecommunications test equipment and/or systems, including the application of computer operating skills, in the performance of all functions necessary to efficiently and effectively set up, test, install, commission and undertake ongoing operation, maintenance and restoration activities of all components of the telecommunications network and associated equipment.
2. Lead, direct and control staff in the commissioning of telecommunications networks and components, proof of network performance testing, collection of field data and the updating and amending of telecommunications network pit and pipe and cabling plans to detail network requirements and capabilities.
3. Be able to compile, interpret and analyse complex technical information involving a high degree of autonomy, originality and independent judgement be it written, verbal or diagrammatic representation of the telecommunications network and give instruction to others on its meaning, use and verification.
4. Liaise with, and provide support to, the Company's technical and professional staff, Bodies Corporate and other Public and Private Authorities to ensure the integrity and validity of the Company's products and to facilitate connection to the telecommunications network.
5. Investigate and develop new or improved methods, practices and procedures in the design, construction and maintenance activities performed by the Company.
6. As required assist with, or perform, any work at the Field Level 1, 2 or 3 designation.
7. Possess an extensive knowledge of Visionstream's Health, Safety & Environment policies and procedures as well as the appropriate State Occupational Health and Safety Act. Be able to use this knowledge to perform and lead others to perform their duties in a safe and efficient manner.
8. Have excellent interpersonal skills which result in a professional approach to customer contact and negotiation, a polite and courteous manner in all dealings with the public and, where possible, the resolution of any interpersonal or personal conflicts