

ENTERPRISE AGREEMENT

NO: E.A. 357 /1993

DATE REGISTERED: 26-11-93

PRICE: \$ 30.00

R.K. EVANS

LANDSCAPING

Enterprise Agreement

Major Features

The R.K. Evans Enterprise Agreement has been made with the aim of providing maximum flexibility for a company whose operations extend beyond those envisaged by the applicable award. The Agreement provides opportunities for staff and improves existing conditions of employment. The Agreement:

- * *Totally regulates the terms and conditions of employment.*
- * *Allows maximum flexibility to enable peak workloads to be efficiently covered, whilst maintaining the majority of the workforce as full time weekly employees. Daily hire and casual employment have been introduced to cope with seasonal/contractual peaks.*
- * *Provides new work classifications which accurately differentiate skill levels and responsibilities and describe the work performed.*
- * *Removes any demarcation lines between classification duties, thus encouraging employees to broaden their skills and use all those skills.*
- * *Rationalises existing wage rates, with some increases and provides for future increases by the same percentage as any increase in the currently applicable award.*
- * *Replaces annual holiday loading with a bonus related to productivity and efficiency.*
- * *Provides for RDOs to be taken at times which coincide with the seasonal downturn in work, at the same time allowing employees flexibility.*
- * *Makes meal and rest breaks more flexible to meet both the needs of business and the convenience of employees.*
- * *Introduces the provision of company clothing.*

**R.K.EVANS
LANDSCAPING**

**ENTERPRISE
AGREEMENT**

1993

R.K.EVANS ENTERPRISE AGREEMENT

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Parties To The Agreement

1. This enterprise agreement, made in pursuance of the NSW Industrial Relations Act 1991, Sections 115-142, is between:

R.K. Evans Landscaping Pty Ltd
of West Dapto Road, Dapto, NSW,
of the one part,
and

the employees of R.K. Evans Landscaping Pty Ltd
engaged in occupations connected with landscaping.

Title of Agreement

2. This agreement shall be known as the:

R.K. EVANS LANDSCAPING ENTERPRISE AGREEMENT

Employees Covered

3. This agreement shall apply to all employees (except clerical staff) of R.K. Evans Landscaping involved in landscape gardening and ancillary activities.

Duress

4. This agreement was not entered into under duress by any party to it.

Application of Agreement

5. This agreement regulates totally the terms and conditions of employment previously regulated by the:

Landscape Gardeners, & c. (State) Award.

Current Employees: Wages & Hours

6. It is a condition of this agreement that no person employed at the time of signing this agreement shall have his wages reduced by this agreement, nor shall he have his hours of work altered unless he requests an alteration (which must be approved by the company)

Purpose

7. It is recognised by the employees and the company that only by working together to achieve maximum productivity and flexibility can they mutually ensure that they will achieve security and job satisfaction.
8. It is the intention that this agreement will enable work to be undertaken in the most efficient manner and at the same time offer all employees the opportunity to improve their skills and benefit from the opportunities which will arise through the company being competitive and profitable.
9. It is the intention that all involved will be able to independently carry out their work and be responsible for its quality, thus allowing the Company to provide Quality Assurance to its clients.

Contract of Employment

10. Full-time employees may be employed on a weekly hire or on a daily hire basis, as agreed between the parties in writing at the time of engagement and may be varied by mutual agreement at any later time.
11. Casual employees may be engaged on an hourly hire basis, with a minimum of two hours per shift.

Classifications

12. Each employee is to be classified into one of the following occupations and is to be advised of that classification in advance. Employees may be reclassified from time to time.

a. Assistant: A person who under supervision performs a range of basic landscaping tasks and/or operates simple machinery/vehicles.

b. Operator: A person who with little direct supervision performs landscaping tasks and/or operates and/or maintains machinery/plant/vehicles.

c. Senior Operator: A person who independently operates and fully maintains any vehicles, plant or machinery used by the company.

d. Landscaper: A person who has a thorough knowledge of all aspects of landscaping carried out by the company, is capable of independently meeting clients' needs and may be responsible for planning and directing the work of others.

Wages

13. Full-time employees shall be paid as follows:

	<u>Daily Hire</u>	<u>Weekly Hire</u>
	<u>\$p.d.</u>	<u>\$p.w.</u>
Assistant	71.45	357.20
Operator	92.95	464.70
Senior Operator	99.20	495.90
Landscaper	104.90	524.40

14. Casuals shall be paid the following hourly rate:

	<u>Base</u>	<u>Including Annual Holiday loading</u>
Assistant	\$9.40	\$10.20
Operator	\$10.15	\$11.00
Senior Operator	\$11.00	\$11.90
Landscaper	\$12.00	\$13.00

15. Trainees shall be paid the following percentage of the appropriate adult wage:

- a. At 18 years of age 80%
- b. At 19 years of age 90%
- c. at 20 years of age 100%

Adjustment of Rates

16. The wage rates included in this agreement shall be reviewed each year on the anniversary of the approval of this agreement. The wage rates shall be adjusted by the same percentage as any increase which has been made to the Landscape Contractors (State) Award, after the increased scheduled for implementation on 8 December 1993. The adjustments shall be applied as follows:

- a. For Assistants and Operators the rate shall be changed by the same percentage as the change which has occurred to the Labourer classification in the award.
- b. For Senior Operators the rate shall be changed by the same percentage as the change for a Landscape Gardener (Assistant Tradesman) in the award.
- c. For a Landscaper, the rate shall be changed by the same percentage as the change for a Landscape Gardener (Tradesman) in the award.

Pay

17. Full time employees may be paid by cash, cheque, or bank transfer. Full time employees will be paid on Thursday of each week.
18. Casual employees will be paid on Thursday for all work performed in the preceding week, if they are rostered for duty on the Thursday. If not rostered for duty on the Thursday, casual employees will be paid on the last day they work prior to the Thursday.
19. The pay week is from Thursday to Wednesday, but overtime worked on a Wednesday may be paid the following week.

Productivity Bonus

20. It is agreed that in the interests of promoting maximum efficiency and productivity weekly hire employees shall be eligible for a bonus payment twice per year. The bonus shall be calculated in accordance with Appendix A to this Agreement. The Company will provide each employee with a copy of the calculation and explain the reasons for it.
21. The bonus shall be paid at the end of May and at the end of November each year.

Time and Wages Records

22. The company will maintain a record of the hours worked by each employee and the wages paid to that employee.

Hours of Work

23. "Ordinary hours of work" means the hours worked without payment of overtime or penalty rates. The basis for ordinary hours of work is to be 38 hours per week averaged over the calendar year.
24. Ordinary hours of work shall be between 6.00 a.m. and 7.00 p.m. Monday to Saturday.
25. Ordinary hours of work usually will be 8 hours per day, but may be extended up to 10 hours per day to meet the needs of the business.
26. Ordinary hours of work may be worked on any day Monday to Saturday inclusive.
27. An employee will not be required to work more than 50 ordinary hours in any one week.

28. When a full time employee works more than 40 ordinary hours in one week that employee may be given time off, equal to the excess over 40 hours, If time off is not granted, overtime shall be paid for all work in excess of 40 hours.
29. Where practical, any time off for hours worked in excess of 40 shall be granted immediately before, or immediately after, a usual non-working day, e.g. a Sunday or public holiday.

Rostered Days Off

30. In order to average out the hours worked to 38 per week over the calendar year, full time employees shall be entitled to one full day off with pay, for every 160 ordinary hours completed.
31. The parties agree that there is a seasonal factor in the operation of the business and that during summer months the workload is much higher. It is agreed that the rostered days off shall be taken at times which minimise the disruption to the company's activities.
32. Rostered days off to compensate for hours worked during the period 1 October to 31 March, normally shall be taken during the following period from 1 April to 30 September, but may be taken earlier by mutual agreement.
33. Accumulated rostered days off may be taken either as single days, or in a group or groups.
34. On termination for any reason, an employee shall be paid for any rostered day(s) off due but not taken.

Meal/Crib Breaks and Rest Pauses

35. Employees shall be allowed a 10 minute morning tea break, without loss of pay, at a convenient time.
36. An employee shall be allowed not less than 30 minutes for a meal break, not more than six hours after commencing work. The time taken for a meal break shall not count as hours worked. Alternatively the employee and the company may agree that a crib break of not more than 20 minutes shall be substituted for the meal break and taken at a mutually convenient time.
37. Where a crib break is substituted for the meal break, the crib break shall count as time worked.
38. Meal/crib breaks shall be taken at a mutually convenient time, which coincides with a convenient break in the work at hand.

Overtime

39. Overtime shall be paid for all work outside the ordinary hours provided in this agreement. Overtime shall be paid at the rate of time and a half for the first two hours and double time thereafter.

Meal Allowance

40. An employee who commences work before noon and is required to work after 6pm either shall be paid a meal allowance of \$8.00, or shall be provided with a meal by the employer.

Penalty Rates

41. Where it is necessary for the company to perform work outside the span of hours provided in the hours of work clause, employees may be rostered to perform shifts. Where such shifts commence or finish outside the normal hours, a penalty of 25% of the ordinary pay rate shall be added for the hours which are beyond the limits imposed by clause 22.

Sunday Work

42. All work on a Sunday shall be paid for at the rate of double time.

Public Holidays

43. All full time employees shall be granted without loss of pay the day off on : New Year's Day, Australia Day, Good Friday, Easter Monday, Anzac Day, Queen's Birthday, Labour Day, Christmas Day, Boxing Day and any other proclaimed public holiday.

44. An employee required to work on a public holiday shall receive in addition to the normal day's pay, single time extra for all hours worked, with a minimum payment of three hours.

45. A full time employee who without the prior permission of the company or without reasonable cause, is absent on the last working day before, or the first working day after, a public holiday or series of public holidays, shall not be entitled to payment for that public holiday or series of public holidays. In the event of injury or illness the employee should provide a medical certificate showing the reason why the employee was unable to work.

Annual Holidays & Long Service Leave

46. Annual holidays and long service leave shall be provided in accordance with the NSW Annual Holidays Act and Long Service Leave Act, respectively.

Sick Leave

47. Full time employees shall be entitled to receive paid sick leave on the basis of 40 hours for 12 months completed service. Full time employees with less than 12 months service shall be paid pro rata sick leave at the rate of 0.8 hours per completed week of service to a maximum of 38 hours. Provided that an employee with less than three months service need not be paid for any sick leave taken, until the employee completes three months service with the company.
48. To be eligible for sick leave, an employee is required to notify the company as soon as possible, preferably before the commencement of work, that the employee will be unable to attend for duty. In any event, the employee must notify the company within 24 hours of the commencement of any absence due to sickness. For absences of more than one day the company may require the employee to produce a doctor's certificate, before sick leave is payable.
49. Sick leave shall be non-cumulative but the company may exercise its discretion in this regard.

Termination

50. The employment of full-time employees may be terminated by either party giving:
- a. For weekly hire employees, one week's notice.
 - b. For daily hire employees, one day's notice. For the purpose of this sub-clause, notice given within half an hour of the commencement of work shall be sufficient notice for termination at the conclusion of that day's work.
51. Casual employees may be terminated by either party giving one hour's notice.
52. In lieu of the notice required by sub-clauses a. and b., employment may be terminated by the giving or forfeiture of pay for the equivalent of the period of notice.
53. Nothing in this agreement shall prevent the employer from dismissing the employee without notice, in the event of serious and wilful misconduct or neglect of duty.

Company Clothing

54. The Company shall provide all full time employees with company shirts which shall be worn by employees whilst at work and shall be kept clean and tidy for the start of each day's work.
55. The Company shall provide full time employees with safety work boots and replace them when they are worn out. It is agreed that employees shall wear these boots at all times while at work and shall not use them for any other purpose.

Protective Equipment and Clothing

56. The Company will provide employees with suitable protective equipment and clothing for wet weather.

Wet/Inclement Weather Work

57. Employees may be required to work in wet or inclement weather, providing conditions do not become unsafe or hazardous.
58. Where wet weather prevents work from taking place, full time employees are required to report for duty and may be assigned to whatever safe tasks are available.
59. Casual employees who have been rostered to report for duty may have that duty cancelled providing they are notified by telephone half an hour before the commencement of their shift. Those not so notified will be paid for a minimum of two hours, providing they report for duty and are prepared to work on any available task.

Reporting for Work

60. Employees normally are required to report for work at the Company premises and will finish at the Company premises. The Company provides transport to and from the work site. Company premises may be either the depot of the Company, or, where the Company has established a permanent base for ongoing work, at that base.
61. If an employee wishes to report direct to a site and/or finish at the site, for his/her own convenience, the employee must obtain advance permission from the Company. In this circumstance the employee travels in his/her own time and is responsible for providing transport at no cost to the Company.

Distant Work

62. When the Company undertakes work at a location too distant for daily travel, it shall provide the employees with transport (or reimburse transport costs) to/from the location and shall meet the cost of reasonable accommodation and meals whilst the employees are employed at the distant location.

Skill Development and Training

63. The parties recognise that the achievement of increased efficiency, productivity and competitiveness is essential for the well being of the company. During the less busy periods, the company will provide on the job training designed to ensure that all employees can independently perform the work allocated to them, to a standard which enables quality assurance to be given to clients.
64. Further, the company will encourage employees to acquire additional skills which will qualify them for reclassification to a higher level when such work is available. Persons who are classified as landscapers will be expected to have acquired the skills set out in the TAFE National Core Curriculum.
65. Employees will undertake training as requested by the Company, in order to acquire skills or knowledge needed for the Company's operations. If requested to undertake specific training by the Company, the Company shall meet the costs involved. However, training undertaken by an employee without the Company's knowledge and prior approval shall be at the employee's expense.

Dispute/Grievance Handling Procedure

66. The company currently employs less than 20 persons and any disputes or grievances should be resolved by direct discussion between the owner and the employees.
67. In the event that more than 20 persons are employed by the company the following procedure shall be implemented: the employee will advise his leading hand/supervisor as to the substance of the grievance or dispute. A meeting to resolve the grievance/dispute shall be held as quickly as possible.
68. If the matter is not resolved, the employee will request a meeting with the manager/owner of the company and this shall occur within one week. If the matter is still not resolved, the employee and the company shall attempt to find a mutually agreeable third party to mediate on the dispute and to recommend a solution.

69. If the matter is still not resolved, the matter shall be referred to the Industrial Relations Commission of NSW for resolution.
70. During the above procedure, both parties will endeavour to resolve the issue as quickly as possible, and where necessary to refer it on to the next party as soon as it is obvious that the matter has not been resolved to that point.
71. While the dispute resolution process is being followed, normal work shall continue by the employee(s) involved and all other employees of the company.
72. The company must provide a response to the employee's grievance and give reasons for not implementing any proposed remedy.
73. The employee may choose to be represented by an industrial union and the company may choose to be represented by its employer organisation. However, the objective must be to settle any grievance quickly and fairly.

Duration of Agreement

74. This agreement shall operate from the date of registration and shall remain in force for a period of three years, unless varied or terminated earlier by the provisions of the Industrial Relations Act

Endorsement of Agreement

75. This agreement has been endorsed by the parties whose signatures appear on the following page 11, representing the Company and more than 65% of the employees of the Company.



Signed for and on behalf of R.K. EVANS LANDSCAPING

R.K. EVANS
LANDSCAPING
PTY. LTD.

A.C.N. 060.317.562

R.K. EVANS

MANAGING DIRECTOR

23.8.93

DATE

[Signature]
WITNESS

SIGNED BY THE FOLLOWING EMPLOYEES OF R.K. EVANS LANDSCAPING

<u>SIGNATURE</u>	<u>PRINTED NAME</u>	<u>DATE</u>
<i>[Signature]</i>	MICHAEL HAMBLY	23.8.93
<i>[Signature]</i>	MATHEW ADAMS	23.8.93
<i>[Signature]</i>	CHRIS MCREATH	23.8.93
<i>[Signature]</i>	PAUL HOCKEY	23.8.93
<i>[Signature]</i>	WAYNE MCREATH	23.8.93
<i>[Signature]</i>	ERWIN JOHNSTON	23.8.93
<i>[Signature]</i>	Staven O'Maley	23.8.93

APPENDIX A TO

R.K. EVANS LANDSCAPING ENTERPRISE AGREEMENT

PRODUCTIVITY BONUS

1. A productivity bonus will be paid twice per year, in May and November, to all weekly hire employees. The intention of this bonus is to encourage maximum flexibility and efficiency. It is the expectation that each employee will be capable of earning the maximum bonus and will be encouraged to do so.

2. It will be based on an assessment of the standard of work performed by the employee during the previous six months. The assessment will be discussed with the employee.

3. The assessment will take into account the following:

a. The productivity rate of the employee compared with the productivity of other company employees in the same classification.

b. The standard of maintenance of company tools, plant, equipment and vehicles.

c. Keeping job record sheets accurately and submitting them on time.

d. The standard of customer relations displayed throughout the assessment period.

e. The attendance and punctuality record of the employee.

4. Each of the above five factors will be allocated 50 points, i.e., a total of 250. Each point allocated will be worth \$1 when translating the assessment into the bonus.

5. The maximum amount payable from each assessment is \$250, making a total of \$500 per year. Weekly hire employees who have completed more than three months but less than six months service at the time of assessment shall be eligible for a bonus based on the number of weeks service divided by 26. Employees with less than three months service are ineligible for the bonus.