

ENTERPRISE AGREEMENT

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NO: E.A. ~~550~~ /1995

DATE REGISTERED: 12-10-95

PRICE: \$ 12-00



TRADITIONAL LANDSCAPE DESIGN & CONSTRUCTION

PTY. LTD.

ACN 060 590 856

FULL BUILDING & LANDSCAPING SERVICES

Gold Bldrs Lic No. 483

Date: 16 March 1995

1) ENTERPRISE AGREEMENT

An enterprise agreement, made in pursuant of the NSW Industrial Relations Act of 1991 in accordance with the provisions of sections 115 - 142 of the said Act, entered into between:

TRADITIONAL LANDSCAPE DESIGN & CONSTRUCTION PTY LTD
of 136 Milson Road, Cremorne, NSW (the employer) on the one part,

and
THE EMPLOYEES OF THE EMPLOYER EMPLOYED IN THE OCCUPATIONS OF LANDSCAPE TRADESMEN AND LANDSCAPE LABOURER AND WHOSE NAMES APPEAR ON THE SCHEDULE ANNEXED HERETO AND MARKED "EMPLOYEES"
of the other part.

It is agreed by the parties as follows:

2) TITLE OF AGREEMENT

This agreement shall be known as the Traditional Landscape Design and Construction Pty Ltd Enterprise Agreement.

3) DURESS

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

4) INCIDENCE

The agreement shall regulate partially the terms and conditions of employment previously regulated by the Landscape Gardeners &c., on Building and General Construction and Maintenance, Civil and Mechanical Engineering (State) Consolidated Award, (347) (1), and Landscape Gardeners, &c., On Building and General Construction and Maintenance, Civil and Mechanical Engineering (State) Expense Related Allowances Award (4023) (both referred to as the "Award")
Location: In the Enterprise from 136 Milson Road, Cremorne.

The following clauses of the Award shall apply to this agreement:

2. Basic Wage
3. Wages Items & Allowances
4. Definitions
6. Hours of labour (i) (a)
7. Meal break
8. Machine work
16. Long Service Leave & Annual Holidays
17. Annual holidays loading
18. Holidays (i), (viii)
19. Tea break and drinking water (i), (iii)
21. First Aid (i) (a)
27. Bereavement Leave
28. Jury Service

5) DEFINITIONS

This agreement applies to permanent and casual employees.

Casual employees shall mean an employee who is engaged and paid as such and whose rate of pay shall be calculated according to 8(b) Employee Rates of Pay.

6) PURPOSE

This Enterprise Agreement is designed to create greater flexibility in employment practices within the enterprise conducted by the employer and to give to employees of that enterprise more stable employment, greater job satisfaction and increased access to training opportunities to enhance the profitability of the enterprise and the quality of the work performed.

7) HEALTH & SAFETY:

The company's policy is that health and safety are a priority and the company shall use its best endeavours to ensure that the workplace is a safe environment. The company will supply safety helmets, safety glasses, masks and regularly have meetings to cover the correct use of equipment.

8) TERMS & CONDITIONS OF EMPLOYMENT

- a) Permanent employees will be paid on a weekly basis. The employer shall be entitled to terminate the employment of a permanent employee by giving one week's notice or one week's pay in lieu of notice.
- b) Casual employees will be paid on a weekly basis. The employer shall be entitled to terminate the employment of a casual employee by giving 1 hour's notice.
- c) If any employee is guilty of serious misconduct the employer may summarily terminate the employment of the employee. In such a case the employment will be terminated immediately and no monies will be paid in lieu of notice.
- d) Each employee is to be responsible for his/her own work and for any other work that is affected by his/her work.
- e) Each employee is to ensure that he/she has performed their work in accordance with the plans/specification and or direction by the employer and that the materials they are using are appropriate for their work. Each employee is to ensure that the construction method relating to their work is correct and if not the employee is to advise the employer that it is incorrect and if possible suggest a better alternative. If the above has not been carried out, and in the opinion of the employer, reasonably formed, and the fault is that of the employee by being negligent or carelessly performing work using inappropriate practices or materials when a reasonable person would have been aware that the practice or material used was inappropriate, then the employee who constructed the section of work of inferior quality will be required to rectify the work.. The time used to rectify the works could be deducted from their productivity bonus.

- f) **Signing for Materials:** All employees are to ensure that they not only sign for materials but also identify which project the materials is to be used for.
- g) **Time & Wages Records:** All employees are to supply daily time sheets, filled in with a break down of their actual hours and what they were spent doing. The employer will provide a weekly pay slip for each employee setting out the calculation of that employee's wages. Time sheets for the previous week up to and including Wednesday will need to be lodged in the office by no later than Thursday morning.

8) DEFINITIONS, WAGES, ALLOWANCES, HOURS OF WORK

- a) Overtime:
All hours in excess of ordinary hours shall be paid at the same rate as ordinary hours. It is not mandatory that employees work outside ordinary hours.
- b) Employee Rates of Pay:
Full time employees: The total all purpose rate for ordinary hours shall be no less than that prescribed in the Award as varied from time to time.

Casual employees: The casual hourly rate for ordinary hours be no less than the total all purpose casual rate for ordinary hours as set out in the Award as varied from time to time.

- c) In addition to the total all purpose rate employees are entitled to a productivity bonus on the terms and conditions as follows:

Productivity Bonus: At the completion of each period of 3 months or as determined by the employer, the employer will negotiate with each employee an incentive bonus which is based on:

- i) Projects completed by the employer within the budgeted time, cost and to the required quality.
- ii) Individual performance based on:
 - Attitude to work
 - Trade Skills
 - Responsibility

The productivity bonus can be increased or decreased on each review.

The productivity bonus is in lieu of all allowances except for those specified in this agreement.

- 10) SHIFT WORK
As per Award, as varied from time to time.

- 11) COUNTRY WORK
Country Work is to be done at an agreed hourly rate. The hourly rate must be not less than the all purpose hourly rate in the Award as varied from time to time.

- 12) PREFERENCE OF EMPLOYMENT
Preference of employment is given to the person most suitable for the job and shall not be given on the basis of union membership or non-membership of a union.
- 13) UNION MEMBERSHIP
Staff are not obliged to be a member of a union, however thought should be given to the advantages and disadvantages of union membership.
- 14) PERIOD OF INCLEMENT WEATHER/LOST TIME DUE TO INCLEMENT WEATHER
When an employee cannot usefully be employed because of inclement weather, the employee shall be paid for that period up to a maximum of 32 hours per calendar month but only if the employee agrees to make up that time in productive hours outside the ordinary hours of this agreement at no extra cost to the employer.
- 15) WORKING IN THE RAIN
When employees are required to work in the rain the employer shall provide, free of charge, protective clothing and such clothing shall remain the property of the employer.
In the event of this property being lost, destroyed or otherwise disposed of, the employee shall be responsible for replacing and supplying said protective clothing. Work in the rain can only be done where there are no risks to safety or health.
- 16) TOOLS
All tools required by employees in the performance of their work shall be provided by the employer, unless an agreement has been reached with that employee that he supply his own tools. Any tools supplied by the company that are lost, destroyed or otherwise disposed of, shall be replaced by the employee at his own cost and shall be deemed owned by the company. All tools will be returned to the company at termination of employment, unless a tool allowance has been included in the hourly rate or other agreement, whereby the employee would supply and keep such tools.
- 17) SICK LEAVE:
All full time and part time employees shall be entitled to two week's sick leave on full pay during each year of employment. For this purpose of this clause each year of employment shall conclude on the anniversary of the commencement of the employee's employment. Unused sick leave shall not accumulate from year to year.
- 18) HOLIDAY WORK:
Should the need arise for work on these days, it shall be discussed and agreed to by both parties prior to any work being carried out at the all propose rate for ordinary hours as set out in the Award as varied from time to time. This payment will be in addition to payment of one days pay at ordinary rates for the occurrence of the Public Holiday.
- 19) PAYMENT OF WAGES:
Wages are paid each Thursday, to the prior Wednesday.
- 20) MATERNITY/PATERNITY LEAVE:

Leave without pay is granted to either male or female worker, as required by the Industrial Relations Act 1991.

21) MIXED FUNCTIONS:

Landscapers are multi-skilled in their trade work and therefore are paid an agreed rate for the work as per this Enterprise Agreement, i.e. equal to the all purpose rate for ordinary hours as per the Award as varied from time to time.

22) SKILL DEVELOPMENT, EDUCATION & TRAINING

Classification:

All employees are to develop their skills and the employer will grant reasonable access for them to attend courses agreed to.

23) COMPANY POLICY & PROCEDURES

Grievance/Disputes Handling Procedure.

- 1) Employee is to notify the employer (in writing or otherwise) as to the substance of their grievance, and request a meeting with the management and state the remedy sought.
- 2) Discussion to be held between employee and the employer.

If the matter is not resolved:

- 3) The grievance is to be referred to a mutually agreeable third party for mediation.

If the matter is not resolved:

- 4) The grievance is to be referred to the Industrial Relations Commission.

The above procedures require:

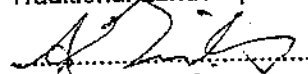
- reasonable time limits to be set for discussion at each stage.
- normal work to continue while the procedure is being followed
- if the matter has not been resolved at the conclusion of the discussion, the employer will provide a response to the employee's grievance, including reasons for not implementing a proposed remedy.

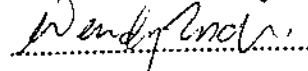
24) TERM:

This agreement shall operate from the date of registration and shall remain in force for a period of one (1) year unless varied or terminated earlier by the provisions provided by the Act.

Signed for and on behalf of:

Traditional Landscape Design & Construction Pty Ltd


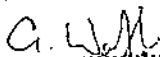
 (Antony Tisch - Director)

 (Wendy Tisch - Director)

Witness: Karel Munro

Date: 13/4/95

Signed by: (employee)

Name/Occupation	Signature
NEIL LANE / LABOURER	
GAVIN WALPOLE / LABOURER	
IAN LILLY / LANDSCAPER	