

ENTERPRISE AGREEMENT

NO: E.A. 412 /1995

DATE REGISTERED: 5-12-95

PRICE: \$ 18-00

RUETTINGER DESIGN & LANDSCAPING CO

ENTERPRISE AGREEMENT

An Enterprise Agreement made pursuant to the NSW Industrial Relations Act 1991 ("the Act") in accordance with the provisions of sections 115-142 of the said Act, entered into between Hors Ruettinger trading as Ruettinger Design & Landscaping Co., care of 5 Suffolk Close, St Ives ("the company") and the employees working from 5 Suffolk Close, St Ives, in the occupations of landscape tradesman, apprentice landscape tradesman, landscape gardener (assistant tradesman), labourer.

It is agreed by and between the company and the employees that this agreement shall be filed as an enterprise agreement in accordance with the Act.

1. TITLE

This agreement shall be known and referred to as the Ruettinger Design & Landscaping Agreement.

2. ARRANGEMENT OF CLAUSES

This agreement is arranged as follows:

Clause Number	Subject Matter
1	Title
2	Arrangement of Clauses
3	Contract of Employment
4	Rates of Pay
5	Payment of Wages
6	Hours
7	Overtime
8	Public Holidays
9	Sick Leave
10	Annual Leave
11	Long Service Leave
12	Inclement Weather
13	Tools
14	Apprentices
15	Cooperation
16	Country Work
17	Health and Safety
18	Area, Incidence and Duration
19	Jury Service
20	Parental Leave

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3. CONTRACT OF EMPLOYMENT

- (i) Employment of permanent employees during the first four weeks of service shall be from day to day at the weekly rate terminable on a day's notice by either side. Provided that the company shall indicate, to an employee, at the time of engagement, whether they are being engaged as a casual employee or on a permanent basis.
- (ii) Subject as provided elsewhere in this agreement, permanent employment shall be terminated by a week's notice on either side given at any time during the week or by payment or forfeiture, as the case may be, of an amount equal to one week's wages.
- (iii) The periods of notice and payment in lieu can be altered by mutual agreement by the company and an individual employee.
- (iv) For the purposes of this clause, service shall be deemed to be continuous notwithstanding:
 - (a) Any absence from work on account of personal sickness or accident or on account of leave lawfully granted by the employer.
 - (b) Any absence with reasonable cause, proof of which shall be on the employee. The employee shall inform the employer in writing, if practicable, with 24 hours of absence from duty, the reason for an estimated time of such absence.
- (v) Notwithstanding other provisions in this clause, the employer shall have the right to dismiss any employee without notice for conduct that justifies instant dismissal, and in such cases the wages shall be paid up till the time of dismissal only.
- (vi) Abandonment of Employment
 - (a) The absence of an employee from work for a continuous period exceeding two working days without the consent of the company and without notification to the company in accordance with subclause (iv) hereof shall be prima facie evidence that the employee has abandoned their employment.
 - (b) If within a period of 14 days from their last attendance at work or the date of their last absence in respect of which notification has been given or consent has been granted, an employee has not established to the satisfaction of the company that they are absent for reasonable cause, they shall be deemed to have abandoned their employment.
 - (c) Termination of employment by abandonment in accordance with this subclause shall operate as from the date of the last attendance at work or the last day's absence in respect of which consent was granted, or the date of the last absence in respect of which notification was given to the employer whichever is the later.

4. RATES OF PAY

- (i) The minimum rate of pay for adult employees employed as weekly hands in the under mentioned classifications shall be:

Classification	Rate Per Week
Landscape Tradesman	\$405.70
Landscape Gardener (Assistant Tradesman)	\$361.80
Labourer	\$323.90

- (ii) **Casual Employees** - A casual employee shall mean an employee who is engaged and paid by the hour for a minimum of four hours. The hourly rate shall be ascertained by dividing the weekly rate payable for the appropriate classification by forty plus fifteen percent (15%).

- (iii) **Juniors** - Juniors may be employed in the proportion of one junior to one adult male on the site being landscaped.

The minimum rates of wages to be provided to juniors shall, subject to the other provisions of this agreement, be the following percentages of the wage for adult employees from time to time effective (calculated to the nearest five cents, any broken part of five cents in the result not exceeding five cents to be disregarded).

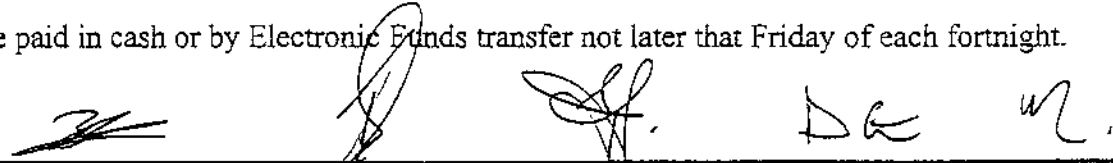
	Percentage of the Adult Labour Rate per Week
At 18 years of age and under	80
At 19 years of age	90
At 20 years of age	100

- (iv) **Apprentices** - The minimum rates of wages for four-year apprentices shall be:

	Percentage of Tradesperson Rate
1st year	55
2nd year	65
3rd year	75
4th year	90

5. PAYMENT OF WAGES

Wages shall be paid in cash or by Electronic Funds transfer not later that Friday of each fortnight.



6. HOURS

- (i) The ordinary working hours, exclusive of meal times, shall not exceed 40 per week, Monday to Saturday, inclusive, and shall be worked between the hours of 5.30 a.m. and 5.30 p.m. The rostered hours are presently from 7.00 a.m. until 4.00 p.m., Monday to Friday. Rostered hours may be varied to suit operational requirements.
- (ii) Employees are allowed a meal break of 30 minutes between 9.00 a.m. and 9.30 a.m. and a further meal break of 30 minutes between 12.00 noon and 12.30 p.m.
- (iii) No employee shall work longer than four hours without a break for a meal.
- (iv) If the employer and the majority of employees agree, the spread of hours may be extended by three hours in the p.m. of the day to suit the circumstances of the business.

7. OVERTIME

If the employer and an employee agree, time worked in excess of and/or outside ordinary working hours, between Monday to Friday inclusive, may be taken as time off on the basis of one hour off for each hour of overtime. In other cases overtime hours shall be paid for at the rate of time and one-half for the first two hours and double time thereafter.

8. PUBLIC HOLIDAYS

The following public holidays shall be granted without deduction of pay, viz:

New Year's Day, Australia Day, Good Friday, Easter Monday, Anzac day, Queen's Birthday, Eight Hour Day or Labour Day, Christmas Day and Boxing Day, and any other day proclaimed as a holiday throughout the State.

The employer and employees may reach agreement to substitute any other day for the day or days listed above. Such an agreement shall be in writing.

9. SICK LEAVE

- (i) Each full-time employee who has completed three months' continuous service and who is absent from work on account of personal illness or injury by accident arising out of and in the course of his employment, shall be entitled to leave of absence with pay subject to the following conditions and limitations.
 - (a) The employee shall within two hours where possible and definitely within 24 hours of the commencement of such absence inform the employer of his/her inability for duty and, as far as practicable, state the nature of the illness or injury and the estimated duration of the absence.

- (b) The employee shall prove to the satisfaction of the employer (or in the event of a dispute, the Industrial Relations Commission) that the employee is or was unable to account for such illness or incapacity to attend for duty on the day or days for which payment under this clause is claimed.
 - (c) Subject to subclause (ii) hereof, an employee in the first year of service shall be entitled to five days of sick leave per year, whereas in the second and subsequent years' service he/she shall be entitled to eight days of sick leave per year.
 - (d) On completion of three (3) months service, or earlier if employment ceases, an employee shall be entitled to be reimbursed for any such leave taken during that time, pursuant to the terms of this clause.
 - (e) The employee shall not be entitled to paid leave of absence for any period in respect of which the employee is entitled to workers' compensation. Where a claim for workers' compensation is made by an employee, payment of sick leave under this clause shall not be payable in respect of the period covered by the said agreement until such claim has been disposed of.
- (ii) Sick leave shall accumulate from year to year for a maximum period of 12 years so that any balance of the period specified in subclause (i) of this clause, which in any one year has not been allowed to an employee by an employer as paid sick leave may be claimed by the employee and subject to the conditions hereinbefore prescribed shall be allowed by that employer in any subsequent year without diminution of the sick leave prescribed in respect of that year.
 - (iii) Service with the employer before the date of the coming into force of this agreement shall be counted as service for the purpose of qualifying thereunder.

10. ANNUAL LEAVE

Employees are entitled to 20 days of annual leave for each completed year of service as per the *Annual Holidays Act, 1944*, as amended.

11. LONG SERVICE LEAVE

See *Long Service Leave Act, 1955*.

12. INCLEMENT WEATHER

(i) Working in the Rain

When employees are required to work in the rain, the employer shall provide, free of charge, protective clothing, such clothing shall be cared for by the employee and shall remain the property of the employer.

(ii) **Standing Down**

Notwithstanding anything contained elsewhere in this agreement, where an employee cannot be usefully employed because of inclement weather for a minimum of four hours on any single day, the employer shall have the right to deduct payment for one half of that time (that is the employer has the right to pay for only two hours out of the four hour minimum and the employee receives two hours pay; for a full day the employee will receive four hours pay). Provided that this sub-clause will not cause to reduce, in any fortnight, an employee's payment for ordinary hours, to less than twice the applicable minimum weekly rate prescribed in Clause 4, Rates of Pay, of this agreement (that is, the average hourly rate for ordinary time, in any fortnight, will not be less than that in the award).

13. TOOLS

All tools required by employees in the performance of their work shall be provided free of charge by the employer. Such tools shall be cared for by the employee and shall remain the property of the employer and shall be returned by the employee in the event of their employment being terminated.

15. APPRENTICES

- (i) Apprentices may be indentured to the trade of landscape gardening.
- (ii) The term of apprenticeship shall be four years.
- (iii) The proportion of apprentices to adult employees shall not exceed one apprentice to one landscape tradesman as defined in this agreement.

15. COOPERATION

Employees shall perform work which is incidental or peripheral to their main tasks or functions and is within the scope of their skills and competence.

16. COUNTRY WORK

- (i) Country work shall mean employment at a place which requires the employee to live away from his/her usual place of residence.
- (ii) All employees sent by the employer from the city to the country or from one country centre to another centre or from a country centre to the city shall have their fares provided by the employer, and on remaining until the completion of the job or until the special work provided by the employer shall be entitled to fares back to the place of engagement.
- (iii) Where employees are sent from one place to another, as prescribed by this clause, the employer shall provide reasonable board and lodging.

17. HEALTH AND SAFETY

Employees will undertake all duties safely and, where required, will undertake a medical examination at the employer's expense.

18. AREA, INCIDENCE AND DURATION


- (i) This agreement shall apply to all employees engaged in any landscaping operation carried out by Horst Ruettinger trading as Ruettinger Design and Landscaping Co.
- (ii) The provisions of this enterprise agreement totally regulate the terms and conditions of employment previously regulated by the Landscape Gardeners & c. (State) Award.
- (iii) This agreement will take effect from its date of registration and will operate from the first pay period commencing on or after its date of registration and shall remain in force for twelve months.
- (iv) The parties to this agreement ^{STET. Lm.} ~~Horst Ruettinger trading as~~ Ruettinger Design and Landscaping Co. And the employees listed on Page 8 of this agreement, declare that they were not under duress to become a party to this agreement.

19. JURY SERVICE

An employee shall be allowed leave of absence during any period when required to attend for jury service. During such leave of absence an employee shall be paid the difference between the jury service fees received and the employee's ordinary rate in accordance with this agreement.

20. PARENTAL LEAVE

See Industrial Relations Act, 1991.

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