

ENTERPRISE AGREEMENT

NO: E.A. 221 /1996

DATE REGISTERED: 1-8-96

PRICE: \$ 12-00

ANDREW HARRIS ENTERPRISE AGREEMENT - 1996

BETWEEN

ANDREW HARRIS VINEYARDS

[ACN 053 091 188]

AND

VINEYARD EMPLOYEES

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2. INCIDENCE AND PARTIES BOUND

- 2.1 **The Parties:** This Enterprise Agreement is made pursuant to Chapter 2, Part 3. Division 2 of the New South Wales Industrial Relations Act, 1991, entered into on the 1996 between Pineway Pty Limited, trading as Andrew Harris Vineyards and employees engaged for work in the vineyard.

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2.2 The Enterprise: The enterprise for which the agreement has been reached without duress is the vineyard known as Andrew Harris Vineyards, located at Sydney Road, Mudgee, NSW 2850.

2.3 The Occupations: This Enterprise Agreement relates to all award classifications for adult persons and juniors and includes such employees to carry out a full complement of vineyard duties which include pruning, vine training, spraying, harvesting and tractor driving.

3. TERM OF AGREEMENT

This Agreement shall take effect from the date of registration and operate from the first full pay period to commence on or after that date. The Agreement shall be for a nominal period of 18 months.

4. RELATIONSHIP TO PARENT AWARD

It has been determined by the parties to this enterprise agreement that it shall be read and interpreted wholly in conjunction with the Vineyard Employees [State] Award and the Vineyard Employees [State] [Wages] Award and that if there should be any inconsistency, the terms of this enterprise agreement shall take precedent.

5. PURPOSE OF AGREEMENT

The principle purpose of the agreement is to rationalise the terms and conditions for employees at the vineyard by establishing improved labour flexibility and working environment to suit the industry. Such arrangements will be introduced following consultation with employees and should contribute greatly toward ensuring the continuation of employment and the maintenance of high quality standards, necessary for both national and international competition.

The wine industry is a highly competitive global industry and this Agreement will ensure that the company will attain a high level of productivity and efficiency and contribute towards expansion as a long term goal.

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6. **HOURS OF WORK**

The ordinary hours of employment for employees shall not exceed 40 hours each week, Monday to Sunday, averaged over a 52 week period. Staff may be engaged on either a full-time, part-time or casual basis. Part-time and casual employees may be engaged for a minimum daily period of 1 hour.

7. **OVERTIME**

Where an employee completes 8 ordinary hours of work in a single day and is required to continue at work, such additional work period will be overtime and will be paid at the rate of time and one half [T1½].

8. **PUBLIC HOLIDAYS**

Work carried out on a Public Holiday will be treated as ordinary time with payment being at the ordinary time rate.

Full-time employees required to work on a public holiday will be granted an alternative day off with pay at a mutually convenient time.

9. **SICK LEAVE**

Sick leave entitlements will be generally in accordance with the provisions of the Vineyard Employees [State] Award except that under the terms of this agreement, untaken sick leave will not accumulate from year to year.

The sick leave entitlements for a full-time employee is 5 days paid leave for the first year of service and 8 days of paid leave for the second and each year of service thereafter [with pro-rata entitlements for part-time employees].

10. **ANNUAL LEAVE LOADING**

It is agreed that there will be no annual leave loading entitlement with the value of such loading generally being incorporated within each employee's weekly wage structure.

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The minimum rates of pay for employees engaged under the terms of this agreement will be in accordance with the rates determined from time to time in the Award nominated in clause 5 of this Agreement. With the weekly award rate being based on a 38 hour week, the employer will increase the employee rate under the terms of this Agreement by the equivalent of an additional 2 hours of pay each week as prescribed in the award to compensate for the 40 hour week [as set out in clause 6 of this Agreement].

All wage rates for full-time and part-time employees will include the maximum prescribed "Service Increments" [i.e. the 'After the third and subsequent years of service' rate] as set out in Table 1 of the 'Wages' award nominated in clause 4 of this agreement, irrespective of service period with the employer.

12. MIXED FUNCTIONS

The 'Mixed Functions' provisions as set out in clause 12 of the award will not be paid where the employee may be required to perform duties of a higher than normal level and where an overaward pay rate allows absorption of such higher duty pay rate.

13. MORNING TEA CRIB BREAK

An morning crib break [unpaid] of 15 minutes duration will be taken at 10.00am.

14. LUNCH BREAK

Subject to the daily work arrangements including weather, an employee should have the lunch break [unpaid] of 30 minutes duration at 1.00pm each day.

15. OVERTIME CRIB BREAK

Following the completion of no less than 8 hours of work during the day, an employee required to work beyond such time greater than an estimated 2 hours shall be entitled to take a crib break [unpaid] of up to 30 minutes.

The meal allowances as provided for in clause 14 of the award are to be disregarded.

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16. TIME OFF BETWEEN WORK PERIODS

It is acknowledged that seasonal circumstances may require excessive time to be worked on a day to day basis. Where practicable, the employer will endeavour to give each employee a minimum of a 6 hour break between successive work days.

17. PAYMENT OF WAGES

The pay week will extend from the commencement of work on a Wednesday until the close of work on the following Tuesday .

Wages will be paid to each employee by way of cheque or by Electronic Funds Transfer [EFT] with the employees account being credited no later than 3.00pm on the following Thursday.

18. DISPUTE PROCEDURE

The procedure for the resolution of industrial disputation will be in accordance with Section 185 of the NSW Industrial Relations Act 1991.

19. SIGNATORIES TO AGREEMENT

Signed for and on behalf of Andrew Harris Vineyards

Signed *A. Harris*

Witnessed by *J. Smith*

date *5/6/96*

Signed by the staff of Andrew Harris Vineyards

..... *A. Gray*
[name]

5.6.96
[date]

..... *M. Smith*
[name]

5.6.96
[date]

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[Signature]
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[name]

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[date]

atp T. Robert
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[name]

5/6/96
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[date]

S. Polanski
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C. P. [Signature]
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