

# ENTERPRISE AGREEMENT

NO: E.A. 4 /1997

DATE REGISTERED: 3-1-97

PRICE: \$ 18-00

**SCHAEFERS ORCHIDS ENTERPRISE AGREEMENT**

**ENTERPRISE AGREEMENT 1996**

1. TITLE

This agreement shall be known as the Schaefer's Orchids Enterprise Agreement.

2. ARRANGEMENT

<u>Subject Matter</u>	<u>Clause No.</u>
Annual Leave	7
Arrangement	2
Declaration	15
Grievance Procedure	9
Hours of Work	5
Labour Flexibility	13
Mixed Functions	10
Negotiations	14
Overtime	6
Payment of Wages	11
Parties Bound	3
Public Holidays	8
Sick Leave	12
Terms of Engagement	4
Title	1

Appendix I

3. Parties bound

*N & J SCHAEFER trading as*

(i) This agreement shall be binding upon Schaefer's Orchids in the locations of 30 Mansfield Road, Galston NSW and Lot 15 Moffats Road, Swan Bay NSW and all employees engaged in the following classifications:

- Senior Nursery Tradesperson
- Nurseryman Tradesperson
- Mobile Nursery Hand
- Trainee Nursery Person
- Micro-propagation Processor
- Nursery Hand

(ii) This agreement shall be read in conjunction with the terms of any award, either existing or prospective, which may be applied to the trades and occupations undertaken by employees of Schaefer's Orchids who are subject of this agreement. Appendix I to this agreement contains a list of these awards.

*MS*  
*K.B.*  
*HN*  
*to*  
*OK*  
*JD*  
*8*  
*14/11*  
*CAE*

- (iii) This agreement shall take effect from the date of registration and will remain in force for a period of 36 months.
- (iv) This enterprise agreement was not entered into under duress.

#### 4. Terms of Engagement

- (i) Any employee may be engaged as a casual employee, fixed term or weekly employee. A seasonal employee may be engaged as a casual or fixed term employee. A weekly employee is either a fulltime or part time employee.
- (ii) A season for the purposes of this agreement is the period between April and September each year. A season may extend or be reduced from these dates due to environmental or market conditions. If the season is to be altered, the employer shall give seasonal employees a minimum of one weeks notice of the alteration.
- (iii) An extension or reduction of a seasonal employees contract of employment as indicated in subclause (ii), or a casual employee's contract of employment, is not an indication of the employers intention to alter the employment contract to weekly employment.
- (iv) Redundancy

Seasonal employees are engaged for the whole or part of a season and will not be eligible for redundancy payments due to termination of employment due to seasonal factors.

This shall not effect the right of an employer to dismiss an employee without notice where an employee is guilty of misconduct.

- (v) A casual employee may be engaged to work regular or irregular hours and days as agreed between the parties.

Please note:

A casual employee will be paid the award rate of pay for the work performed plus the award defined 15% casual loading for public holidays, annual leave loading and sick leave; and one twelfth Annual Leave, as per the Annual Holiday Act, 1944.

#### 5. Hours of Work

- (i) The ordinary hours of work shall be 38 per week. Ordinary hours may be averaged over a twelve month period.
- (ii) Ordinary hours shall be worked Monday to Friday between the hours of 6am to 6pm and Saturday 6am to 12.30pm.

NES  
K.B.  
JH  
J.K.  
V.B.  
C.A.E.

- (iii) Employees may work their normal hours of employment at any time within the span of ordinary hours at a time mutually agreed with the employer.
- (iv) The employee may, by mutual agreement, vary the ordinary working hours for any day or weeks. A minimum of two days notice to the employer is required for variation for a day, and three weeks notice is required for a variation for a week or more. However shorter notice may be given in special circumstances. Please note, that during the season, leave for a week or more would cause disruption to production.
- (v) The employer may temporarily vary the ordinary working hours and days of employees, due to lack of work created by inclement weather and for other operational reasons. In these cases the employer may give less than 24 hours notice of the variation. Weekly employees will be able to make up lost working time in relation to any variation of working hours at the initiative of the employer at a mutually agreed time.
- (vi) The employer may change the ordinary working hours and days of employees within the ordinary span of hours for operational or market reasons. In these cases the employer will give one weeks notice of the change. The employer will not increase or decrease the total number of ordinary hours to be worked, unless by mutual agreement.
- (vii) Weekly employees who initiate a variation of the ordinary hours will be required to make up their ordinary number of hours within a 12 month period.  
  
Where the employee is unable to make up the time within this period, the absence not made up will be authorised leave without pay.
- (viii) Where the employee has worked more than the ordinary number of hours for the twelve month period the employee will be paid for the hours worked at the appropriate rate of pay. Where the employee requests to work additional hours over their normal number the employer will endeavour to meet that request.

## 6. Overtime

- (i) All time worked in excess of 38 hours per week shall be overtime.
- (ii) Overtime shall be paid at the rate of single time and a half for all work performed:
  - (a) in excess of 8 ordinary hours in any one day,
  - (b) before 6am and after 6pm Monday to Friday,
  - (c) over 38 ordinary hours in any one week of seven days,
  - (d) between 12.30 pm Saturday and 6 am Monday,
  - (e) on Public Holidays.

## **7. Annual Leave**

- (i) A Close Down period of four weeks will apply in December/January each year. Four weeks notice of the exact dates prior to the close down will be given by the employer. Subject to subclause (ii) of this clause, weekly employees will be required to take Annual Leave over this four week period and casual employees will not be required to work during the Close Down period.
- (ii) An employee may by mutual agreement, work over this Close Down period, in which case the Annual Leave will be given by the employer and taken by the employee within 6 months of the anniversary of employment. A casual employee who works over the Close Down period will be paid for all time worked.

[ For example, an employee commences work in June 1996 and works through the Close Down period. On their anniversary of employment at June 1997, the annual leave accrued will be four weeks, and they have another 6 months from June 1997 when this leave must be taken.]

- (iii) For all other conditions of Annual Leave, see Annual Holidays Act 1944.

## **8. Public Holidays**

- (i) A public holiday for the purpose of this agreement shall be Christmas Day, Boxing Day, New Years Day, Good Friday, Easter Saturday, Easter Monday, Australia Day, Anzac Day, Labor Day, Queens Birthday.
- (ii) Weekly employees shall be entitled to take the public holidays prescribed by subclause (i) above without loss of pay. Provided that the employee would ordinarily have been required to work their ordinary hours on that day.
- (iii) Whilst it is not the policy of this company to work public holidays should it prove to be necessary, all time worked on a Public Holiday prescribed in subclause (i) shall be paid at single time and a half.

## **9. Grievance Procedure**

The parties agree that, subject to the provisions of the Industrial Relations Act 1991, all grievances, claims or disputes shall be dealt with in the following manner so as to ensure the orderly settlement of the matters in question.

- (i) Any grievance or dispute which arises shall, where possible, be settled by discussion on the job between the employee(s) and the manager.
- (ii) If the matter is not resolved at this level, the matter will be reported in writing by the employee(s) to Management. Management shall meet at a time suitable

to discuss the issue. The meeting shall take place as soon as practicable after the complaint is received.

- (iii) All discussions to resolve disputes at both subclause (i) and (ii) above will proceed without delay and a minimum of formality. The employer and employee will not unreasonably withhold consent to a reasonable solution.
- (iv) Normal work will continue while the procedure is being followed.
- (v) Should the matter not be resolved it may be referred to the Industrial Relations Commission of New South Wales for settlement by either party.

#### 10. Mixed Functions

An employee who is required to do work at a higher paid classification shall be paid the higher rate for the time so engaged.

#### 11. Payment of Wages

Payment of wages shall be by way of cash or, with appropriate written authority from the employee, by cheque or electronic funds transfer. Wages may be paid weekly or fortnightly, with two weeks notice to employees of any alteration of the frequency of payments.

#### 12. Sick Leave

- (i) With the exception of subclause (ii) of this clause, the parent award shall apply for all purposes. The number of days available for full time employees for sick leave each year in the award is 38 hours for the first year of service and 61 hours of leave in the second and subsequent years of employment.
- (ii) Part time employees shall receive a pro rata entitlement. Casual employees receive payment for sick leave within the casual loading and are not entitled to take paid sick leave.
- (iii) Sick leave is available for an employee who is sick and unable to attend work. Employees who make appointments to see medical advisers, such as specialists, unrelated to an immediate issue of illness causing sick leave to be necessary, shall take authorised leave without pay by mutual agreement with the employer.

#### 13. Labour Flexibility

Employees shall perform a wide range of tasks which may be incidental or peripheral to their main tasks and functions and are within the scope of their skills and competence.

#### 14. Negotiations

Handwritten notes and signatures on the right margin, including "KB" and other illegible marks.

## **15. Declaration**

**The parties declare that this agreement:**

- (a) Is not contrary to the public interest;**
- (b) Is not unfair, harsh or unconscionable;**
- (c) Was at no stage entered into under duress; and**
- (d) Reflects the interests and desires of the parties.**



This agreement is made on this the \_\_\_\_\_ Day of \_\_\_\_\_ 1996.

Signed for and on behalf of Schaefer's Orchids

[Signature] [Signature]

In the presence of: Elizabeth Thonby

Signed by the individual employees to be covered by this agreement between Schaefer's Orchids and its employees.

Name: Jeanette Hauens J. Hauens  
Full Signature

Name: Jenny Blivens J. Blivens  
Full Signature

Name: Jenny Cadd J. Cadd  
Full Signature

Name: SUSAN NAYLOR Susan Naylor  
Full Signature

Name: COLIN EDWARDS C. K. Edwards  
Full Signature

Name: Carine Van Diggele [Signature]  
Full Signature

Name: JANICE BAKER J. Baker  
Full Signature

Name: Karen Bridges K. Bridges  
Full Signature

Name: Ronald Naylor R. B. Naylor  
Full Signature

Name: WAYNE NEALE W. Neale  
Full Signature

Name: GREG BUCHANAN G. Buchanan  
Full Signature

Name: \_\_\_\_\_  
Full Signature

Name: \_\_\_\_\_  
Full Signature

**Appendix 1**

**Nurseries Employees (State) Award**