

**REGISTER OF  
ENTERPRISE AGREEMENTS**

**ENTERPRISE AGREEMENT NO:** EA02/11

**TITLE:** Hosking Landscapes Pty Ltd Enterprise Agreement 2001

**I.R.C. NO:** 2001/7299

**DATE APPROVED/COMMENCEMENT:** 20 November 2001/ 1 March 2001

**TERM:** 1 July 2002

**NEW AGREEMENT OR  
VARIATION:** New

**GAZETTAL REFERENCE:** 15 March 2002

**DATE TERMINATED:**

**NUMBER OF PAGES:** 16

**COVERAGE/DESCRIPTION OF**

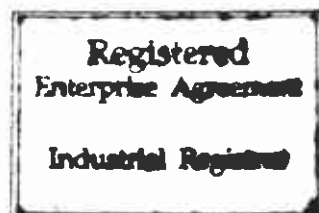
**EMPLOYEES:** The Agreement applies to those employees engaged on major civil or building projects of not less than \$50 million in value within the scope of the Landscape Gardeners, &c., on Building and General Construction and Maintenance, Civil and Mechanical Engineering (State) Award.

**PARTIES:** Hosking Landscapes Pty Ltd -&- The Australian Workers' Union, New South Wales

**ENTERPRISE BARGAINING AGREEMENT BETWEEN**

**HOSKING LANDSCAPES PTY LTD AND**

**THE AUSTRALIAN WORKERS' UNION, NEW SOUTH WALES**



## PART A

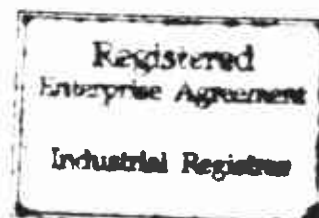
### 1. TITLE

This agreement shall be known as the Hosking Landscapes Pty Ltd Enterprise Agreement 2001".

### 2. ARRANGEMENT

#### PART A

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PART B

Classification structure

**3. COMMITMENT AND OBJECTIVES**

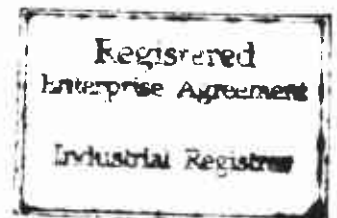
**3.1 Commitment**

The parties to this agreement are committed to achieving workplace efficiencies through a broad agenda focused upon 2 fundamental principles:

- The value and personal development of every employee shall be considered, in the context of the need for the company to achieve the best possible result, and
- Continuous improvement of the efficiency, productivity, safety and quality of production to ensure the long term development of the company.

Commitment to the above principles shall include developing:

- Improved and flexible forms of work organisation;
- Greater emphasis upon learning and skill recognition;
- Better methods of remuneration; and



- Enhance communication between the company, its employees and the union.

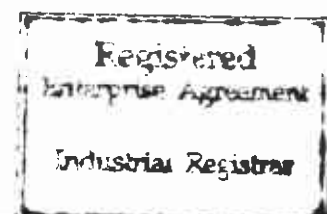
### 3.2 Objectives

The objectives of the parties are to:

- Develop more flexible and effective management practices, including but not limited to site management and design of work packages;
- Provide a career structure for all employees based on skills and competencies and the contribution they make to the company's performance;
- Improve educational arrangements, skill acquisition and access to learning for all employees;
- Improve job security and employability for employees;
- Provide the highest standards of occupational health and safety on all projects;
- Eliminate lost time;
- Sustain viable levels of direct company employment;
- Introduce new technology and associated change to enhance the competitive position of the company;
- Improve the quality of work on site;
- Minimise the environmental impact of works on the company's projects.

## 4. APPLICATION

- 4.1 This agreement shall cover all employees of Hosking Landscapes Pty Ltd who are eligible to be members of the union when engaged in works set out in clause 4.2 of this agreement.



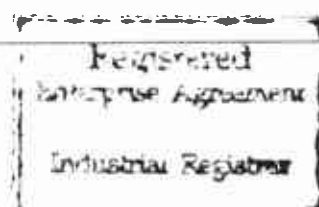
- 4.2 This agreement shall apply to all workplaces of the company when engaged on major civil or building projects within the scope of the Landscape Gardeners & c. on Building and General Construction (State) Award (award). For the purposes of definition, major civil or building projects involves projects of not less than fifty million dollars in value.
- 4.3 The provisions of the award shall apply where this agreement is silent or where indicated by this agreement.
- 4.4 Where the provisions of the award and this agreement are inconsistent then to the extent if such inconsistency this agreement shall apply.
- 4.5 All employees other than casuals shall be engaged by the week or as agreed. The company shall be entitled to engage any employee on probation for a period of up to 3 months from commencement, provided the employee is given written notice of this probationary period at the time of engagement.
- 4.6 Employees may be sourced from bona fide labour hire firms provided that such labour is employed in accordance with the terms and conditions of this enterprise agreement and the union is consulted in relation to this intention in advance.
- 4.7 Termination or variation of the conditions within this agreement shall only occur if agreed to by the parties and only if approved by the Industrial Relations Commission of New South Wales.

## 5. PERIOD OF OPERATION

This agreement shall have a nominal term from 1 March 2000 to 1 July 2002.

The parties are committed 3 months prior to the expiration of this agreement to recommence negotiations for a new agreement.

This agreement will remain in force until negotiations are completed and the agreement is terminated in accordance with s44 of the Industrial Relations Act 1996 (NSW).



## 6. CONSULTATIVE ARRANGEMENTS

6.1 Where agreed between the company and its employees, a company consultative committee (CCC) will be formed which will meet as required. The CCC will consist of management and employee elected representatives.

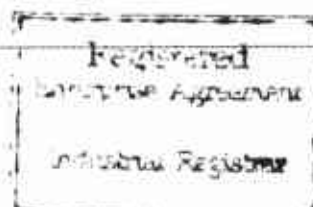
6.2 Employee and management representatives of the CCC will together seek to:

- Implement this agreement;
- Identify and work towards implementing productivity and efficiency improvements based on clause 3 of this agreement;
- Hear and respond to employees ideas;
- Communicate significant and relevant information to employees; and
- Consider and achieve solutions to issues such as:
  - ◆ Training needs;
  - ◆ Work organisation;
  - ◆ Skill acquisition;
  - ◆ Best practice;
  - ◆ Measuring productivity and introducing key performance indicators;
  - ◆ Career planning;
  - ◆ Restrictive practices;
  - ◆ Absenteeism;
  - ◆ Quality of work and working life;
  - ◆ Use of inclement weather time;
  - ◆ Occupational health and safety planning.

If required, the majority of employees may elect a union representative to act as their voice in matters concerning industrial relations.

## 7. HOURS

7.1 The ordinary hours to be worked under this agreement shall be 38 hours per week and shall be worked in 8 hour days Monday to Friday between 6:00 am and 6:00 pm.



7.2 The following criteria shall be considered in assessing any changes to the hours of work of any employees:

- Impact on quality of life, safety and welfare;
- Impact of project efficiency, productivity and quality;
- Impact on the operational requirements of the company;
- Impact on employment levels; and
- Impact on employees remuneration.

However, it is recognised that the final decision as to the rostering of hours of work must rest with the employer.

7.3 The parties recognise that on some projects enterprise arrangements of other contractors will need to be considered to allow efficient project delivery. Where such arrangements exist, the parties will confer and implement changes when necessary.

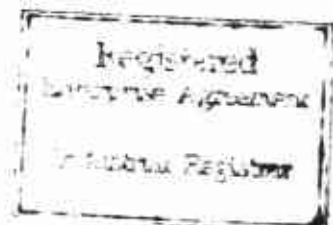
## **8. SICK LEAVE/PARENTAL LEAVE**

Refer to award for sick leave and parental leave entitlements.

## **9. PAY ENTITLEMENTS**

Each employee's pay entitlements shall include provision for the following:

9.1 The hourly rates of pay shall be as set out in 11.1. All payments of wages shall be made by electronic funds transfer (EFT) to the employee's nominated account or any other mutually agreeable method. Pay periods will be as agreed between staff and management.





## 10. MEASURES TO ACHIEVE GAINS

### 10.1 Rostered days off

By agreement between the employer and employee, up to 7 rostered days off may be accumulated by that employee in any 1 year (January to December) and taken later in the year, in not more than 2 groups of days, at a mutually agreed time or times.

### 10.2 Quality assurance

The employers quality policy shall be implemented on all work sites. Achievement of the policy shall include the following:

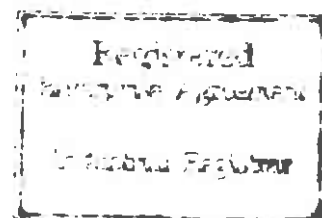
- Implementing the project quality management system;
- Involving and training employees in the "whole" job cycle of planning, doing, checking and reviewing work to achieve continuous improvement.

### 10.3 Training

- i. The parties to this agreement recognise that in order to increase the productivity and efficiency of the company a greater commitment to training and skill development is required.

Accordingly, the parties commit themselves to:

- Developing a more highly skilled and flexible workforce;
- Providing employees with career opportunities through appropriate training to acquire additional skills;
- Promoting the greatest possible use of all of the skills, which an employee has acquired.



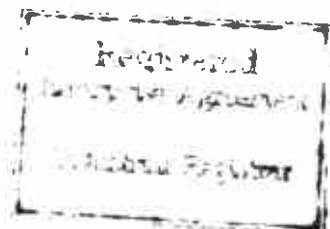
- ii. To facilitate the above objectives the employer may, in consultation with employees develop a training plan in the context of:
- The current and future skill needs of the company;
  - The size, structure and scope of the activities of the company;
  - The need to develop vocational skills relevant to the company and the construction industry generally through courses conducted by accredited educational institutions and providers.
- iii. The nominated union delegate shall be allowed 2 days paid leave per year to attend union based training courses.

#### 10.4 Inclement weather

All parties agree that a reasonable approach will be taken when considering what constitutes inclement weather. There must be general consensus between employees and the employer (or their representatives) that weather is of an inclement nature before the employees cease working. Alternate work, planning or skill development programs may be used to ensure that any disruption to production has the minimum impact upon achieving the objectives of this agreement. Any training programs implemented during inclement weather shall be relevant, meaningful and consistent with training requirements. Employees shall not be unreasonably detained on site.

Except as provided for in the following paragraph, the preceding paragraph shall apply instead of the provisions of clause 9 of the award.

Where the parties agree that the weather is of an inclement nature, payment will be made as per the award.



## 10.5 Absenteeism

The employer and its employees shall develop a program to seek to minimise absenteeism to a minimum. The program shall include measurement of the level of absenteeism within management and the workforce.

Without being exhaustive, the program may consider:

- Work teams endeavouring to maintain work output by covering the work of absent workers in their team without the use of casuals or other replacements;
- Incentive plans to encourage a reduction in absenteeism;
- A climate of consultation and support over issues causing absenteeism.

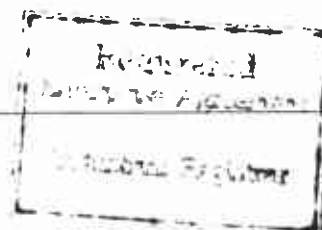
## 11. WAGES AND CONDITIONS OF EMPLOYMENT

11.1 The hourly rates of pay are contained in the table as set out in Part B. The wages include the \$1.50 productivity payment and the first 2.5% increase is encompassed in the amounts shown under the 1 March 2000 section of the table in Part B. Part B represents a further 2.5% increase every 6 months' for the nominal term of the Agreement.

Adjustments to rates as set out in Part B will be offset against movements in award rates for the duration of the agreement. There will be no double counting of wage increases arising from the award and this agreement.

### 11.2 Productivity payments

Subject to the satisfactory implementation of the efficiency and productivity commitments and objectives of this agreement, a productivity payment of \$1.50 per hour for each hour actually worked will be made to all employees. This payment is in lieu of all of the allowances prescribed in the award in clause 5 except for paragraph i.



### 11.3 Other entitlements

#### A. Superannuation

Superannuation contributions are as per the superannuation guarantee levy legislation. When engaged on building and construction sites the company shall top-up the superannuation payments into the existing fund so as to equal the amount specified in the site agreement.

#### B. Redundancy

The company agrees to make provision for redundancy payments of \$31.00 per week.

#### C. Site allowances

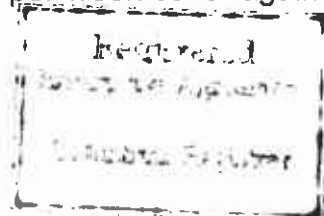
On any site or project on which there exists an agreed site allowance or other similar payment which is specific to the site or project, such allowance or additional payment shall be paid in addition to the rates prescribed by this agreement.

#### D. Industrial clothing

The company will provide 2 sets of clothing at appropriate times each year including 1 winter jacket. Safety footwear will be supplied and replaced on presentation/fair wear and tear basis. Clothing will be issued after the completion of the first 4 weeks of the probationary period.

#### E. Top-up insurance

Hosking Landscapes Pty Ltd will enrol its employees into a 24 hour income protection scheme, which will provide 7 days per week cover against accident and injury.



F. Fares and travel allowance

Employees shall be paid a fares and travel allowance as per sub-paragraph i of clause 5 of the award except where a company vehicle is provided.

G. Picnic day

All employees will be allowed to attend the union picnic day held on the first Monday in December without loss of pay. Employees may be required to present their ticket butt for the picnic day in order to claim payment.

Allowances or entitlement top-up benefits as contained in items A, B and C are only payable where a site or project agreement is declared at tender stage and prior to the entering in of a contact by the company.

11.4 On any site or project where a registered site agreement exists and where the union is a party to the site agreement and there is an inconsistency between section 11.3 of this agreement and the relevant section if the site agreement, the section which is of greater benefit to the employees shall prevail.

**12. TERMINATION OF EMPLOYMENT**

12.1 At least 1 week's notice of termination of employment shall be given on either side or payment/forfeiture of at least 1 week's wages in lieu of giving notice.

**13. DISCIPLINARY PROCEDURE**

13.1 The following procedure shall apply to all employees in cases of unsatisfactory performance, except for probationary employees where excluded from this procedure.



Step 1 Where an employee is found to have performed at an unsatisfactory level, the supervisor may give a verbal warning. In such discussions, the company will outline specific area of concern, the desired improvements and that the discussion is in fact a verbal warning. The employer may make a written diary note to record this event.

Step 2 Where a further instance of unsatisfactory performance occurs, a formal written warning shall be given to the employee. In such discussions the company will identify the unsatisfactory performance, desired response, and the timeframe within which improvement is required. Where practically reasonable and if so requested by the employee, the union delegate or a union official may be present and/or notified prior to the formal warning being issued.

Step 3 Where a further instance of unsatisfactory performance occurs a final written warning shall be given to the employee stating that any further unsatisfactory performance within a period of 9 month may result in termination of employment. Where practically reasonable and f so requested by the employee, the union delegate or a union official may be present and/or notified prior to the final warning being issued.

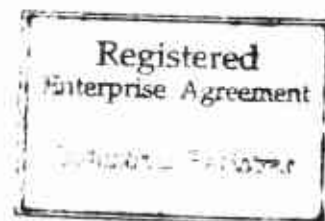
13.2 Nothing provided above shall prevent the company in cases of misconduct, and/or conduct which endangers the safety of any employee or a member of the public, from immediate termination of employment of an employee.

## 14. SETTLEMENT OF DISPUTES

The parties recognise that one of the aims of the agreement is to eliminate lost time in the event of a dispute and to achieve prompt resolution. The most effective procedure is for resolution to remain as close to the source of the dispute as possible. To this end, the following processes are agreed.

### 14.1 Discussion and resolution

In the event of a grievance occurring, the matter shall be referred to the employee's immediate supervisor for consideration at the earliest practicable opportunity.



If the matter is not readily resolved at this level, it may be referred to one of the following:

- Discussion between those directly affected;
- Discussion on the project between the company representative and the union delegate;
- Discussion between the company representative and the union official;
- In the event that the parties themselves cannot reach a resolution by way of the above dispute settlement procedures, either or both parties shall have recourse to the Industrial Relations Commission of New south Wales who may then conciliate or arbitrate the dispute.

A dispute shall not be referred to the next level of discussion until a genuine attempt to resolve the matter has been made at the appropriate level.

#### 14.2 Work continuity

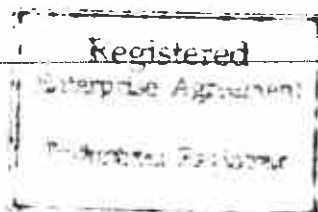
Work shall continue without interruption or dislocation and resolution of disputes. This subclause will not prevent the union from having reasonable consultation with its members however such consultation should not unreasonably disrupt work.

#### 15. NO FURTHER CLAIMS

The parties to this agreement shall not make any further claims for increases to wages or allowance or improvements to conditions of employment, during the term of this agreement.

#### 16. ADDITIONAL INDIVIDUAL PAYMENTS, BENEFITS OR CONDITIONS

Whilst this agreement is in force, if the company agrees to pay or provide any payment, benefit or condition which is additional to or in excess of the wages and conditions contained within this agreement and which is not pursuant to or consistent with this agreement, to any employee whose employment is covered by any other form of individual contract, the employer will pay or provide that additional or excess payment, benefit or condition without any offset or limitation to employees whose employment is covered by this agreement.



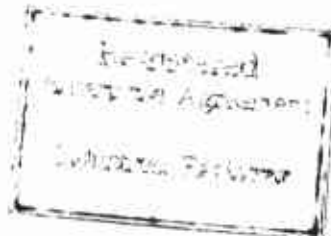
17. SIGNATURES OF THE PARTIES



Signed for and on behalf of:  
**HOSKING LANDSCAPES PTY LTD**



Signed for and on behalf of:  
**THE AUSTRALIAN WORKERS' UNION, NEW SOUTH WALES**





## PART B

### CLASSIFICATION STRUCTURE

	Per hour	Per day	Per 38 hours	Double time	Time & a half	Saturday work 8 hours	Annual leave weekly pro-rata inc. 17.5%	0.4 of hour accrual
<b>March 1, 2000</b>	<b>WEEKLY</b>							
Labourer	15.45	117.42	587.10	30.90	23.18	231.75	58.76	6.18
Assistant Trade	16.80	127.68	638.40	33.60	25.20	252.00	63.78	6.72
Tradesperson	17.39	132.16	660.82	34.78	26.09	260.85	65.98	6.96
Leading Hand	19.99	151.92	759.62	39.98	29.99	299.85	75.65	8.00
<b>September 1, 2000</b>	<b>WEEKLY</b>							
Labourer	15.90	120.84	604.20	31.80	23.85	238.50	60.43	6.36
Assistant Trade	17.29	131.40	657.02	34.58	25.94	259.35	65.61	6.92
Tradesperson	17.90	136.04	680.20	35.80	26.85	268.50	67.88	7.16
Leading Hand	20.57	156.33	781.66	41.14	30.86	308.55	77.81	8.23
<b>July 1, 2001</b>	<b>WEEKLY</b>							
Labourer	16.39	124.56	622.82	32.78	24.59	245.85	62.26	6.56
Assistant Trade	17.82	135.43	677.16	35.64	26.73	267.30	67.58	7.13
Tradesperson	18.45	140.22	701.10	36.90	27.68	276.75	69.92	7.38
Leading Hand	21.21	161.20	805.98	42.42	31.82	318.15	80.19	8.48
<b>July 1, 2002</b>	<b>WEEKLY</b>							
Labourer	16.88	128.29	641.44	33.76	25.32	253.20	64.08	6.75
Assistant Trade	18.35	139.46	697.30	36.70	27.53	275.25	69.55	7.34
Tradesperson	19.00	144.40	722.00	38.00	28.50	285.00	71.97	7.60
Leading Hand	21.84	165.98	829.92	43.68	32.76	327.60	82.54	8.74

- A labourer undergoing a landscape trade course in his/her own time will have the opportunity for reclassification to an assistant tradesperson on completion of two years of the technical trade course and demonstrated competence. It is expected that the labourer will continue this course to completion within two years. A labourer with a minimum of five years landscape industry experience may be reclassified to an assistant trade classification if the employee demonstrates competence.

