

REGISTER OF ENTERPRISE AGREEMENTS

ENTERPRISE AGREEMENT NO: EA05/19

TITLE: Co-Ordinated Landscapes Pty Limited Enterprise Agreement 2003

I.R.C. NO: IRC4/4160

DATE APPROVED/COMMENCEMENT: 3 August 2004 / 21 June 2004

TERM: 24

**NEW AGREEMENT OR
VARIATION:** New.

GAZETTAL REFERENCE: 11 February 2005

DATE TERMINATED:

NUMBER OF PAGES: 9

COVERAGE/DESCRIPTION OF

EMPLOYEES: The agreement applies to all employees employed by Co-Ordinated Landscapes Pty Limited, located at 1, 33-35 Belmont Street, Sutherland NSW 2232, engaged on construction of civil or building projects, who fall within the coverage of the Landscape Gardeners, &c., On Building and General Construction and Maintenance, Civil and Mechanical Engineering (State) Award, the agreement shall not apply to landscape maintenance personnel.

PARTIES: Co-Ordinated Landscapes Pty Limited -&- The Australian Workers Union, New South Wales

CO-ORDINATED LANDSCAPES PTY LIMITED ENTERPRISE AGREEMENT 2003

1. Title

This agreement shall be known as "Co-Ordinated Landscapes Pty Limited Enterprise Agreement 2003".

2. Arrangement

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2. Arrangement
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3. Commitment and Objectives

3.1 Commitment

The parties to this Agreement are committed to achieving workplace efficiencies through a broad agenda focused upon two 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; and
better methods of remuneration.
enhance communication between the company, its employees and the AWU

3.2 Objectives

The objectives of the parties are to:

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

4. Application

- 4.1 This agreement shall cover all employees of Co-Ordinated Landscapes Pty Limited who are eligible to be members of the AWU & when engaged in works as set out in clause 4.2 of this agreement.
- 4.2 This Agreement shall apply to all workplaces of the company when engaged on construction of civil or building projects within the scope of the Landscape Gardeners &c. On Building Construction and Maintenance, Civil and Mechanical Engineering, (State) Award ("LG on C Award"). This agreement shall not apply to landscape maintenance personnel.
- 4.3 The provisions of the LG on C Award shall apply where this Agreement is silent or where indicated by this Agreement.
- 4.4 Where the provisions of the LG on C Award and this Agreement are inconsistent then to the extent of 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 three 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 arrangement.
- 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 Commission.

5. Period of Operation

This Agreement shall operate from the date of signing and shall continue in force for two (2) years.

The parties are committed, 3 months prior to the expiration of this agreement to re-commence negotiations for a new agreement.

This agreement will remain in force until negotiations are completed or until terminated as approved by the commission.

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 an AWU 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 eight hour days Monday to Friday between 6.00am and 6.00pm.

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 employee's 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 & 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 fund 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 the employee, up to seven [7] rostered days off may be accumulated by that employee in any one [1] year (January to December) and taken later in the year, in not more than two groups of days, at a mutually agreed time or times which can be taken in lieu of wet days.

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 two [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 programmes may be used to ensure that any disruption to production has the minimum impact upon achieving the objectives of this Agreement. Any training programmes 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 LG on C Award.

Where the parties agree that the weather is of an inclement nature payment will be made as per the LG on C Award.

10.5 Absenteeism

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

Without being exhaustive the programme 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

10.6 Annual Leave

Where an employee has accrued 4 or more weeks of Annual Leave they will be asked to book in Leave for a mutually agreed time to reduce the leave to less than 4 weeks.

11. Wages and Conditions of Employment

11.1 The hourly rates of pay are contained in the table as set out in Part B. Those rates of pay include the \$2.00 productivity payment and the first increase referred to in Clause 11.2 below.

11.2 Productivity Payments

Subject to the satisfactory implementation of the efficiency and productivity commitments and objectives of this Agreement, a productivity payment of \$2.00 per hour will be made to all employees. This payment is in lieu of all of the allowances prescribed in the LG on C Award in Clause 5 - except for paragraph (i). The first additional 2.5% increase in the award rate will be paid as a wage increase upon the certification of the agreement with further 2.5% increases every six (6) months for the nominal term of this Agreement.

These adjustments will be offset against any movements in the award rates for the duration of the Agreement. There will be no double counting of wage increases arising from the Award and this Agreement.

11.3 Other Entitlements

A. Superannuation (see Appendix A for apprentices)

Superannuation contributions are as per the superannuation guarantee levy legislation. When engaged on building & 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 (see Appendix A for apprentices)

The company agrees to make provision for \$40.00 per week in redundancy payments as provided for under the Employment Protection Act (NSW) as amended. When engaged on building and construction sites the company shall make redundancy payments so as to equal the amount specified in the site agreement.

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 unless previously agreed by both parties.

D. Industrial Clothing

The company will provide 2 sets of clothing at appropriate times each year including one 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 four [4] weeks of the probationary period and remains the company's property.

E. Top-Up Insurance

LCA NSW DRAFT will enrol its employees into a 24-hour income protection scheme, which will provide 7-days/week cover against accident & injury.

F. Fares & Travel Allowance.

Employees shall be paid a fares and travel allowance as per sub -paragraph (i) of Clause 5 of the ("LG on C Award") except where a company vehicle is provided. Where the Company provides a motor vehicle it will pay all expenses in connection with its use and the employee shall be paid an allowance of \$7.00 per day worked in lieu of the fares and travel allowance as recompense for the care, maintenance and regular cleaning of the vehicle.

The Parties recognise that there is a need for more flexible travel provisions for projects located outside the Counties of Cumberland, Northumberland, Camden and radial boundary areas. In an effort to acquire projects outside of these boundary areas and utilise the diverse living locations of Company employees who reside close to a county boundary, the Parties agree that employees may be required to travel to projects located outside the boundaries (as stated above) up to 50 kms from their place of residence without incurring excess fares and travelling allowances.

G. Picnic Day

All employees will be allowed to attend the union picnic day held on the 1st Monday in December without loss of pay. Employees will be required to present their ticket butt for the picnic day in order to claim payment.

H. Leading Hand Allowance

Where a Tradesperson is the person nominated to undertake site management on a significant project, responsible for: planning; programming; safety; labour; supplier and subcontractor co-ordination; they shall be paid at the Leading Hand rate in Part B of this agreement. If the person

fulfilling this role is not a Tradesperson they shall be paid the differential between the Tradesperson and Leading Hand rates as an allowance.

Where a Tradesperson or other person is required to run a small project or a significant element of work on a large project, requiring the supervision of other employees or sub-contractors they shall be entitled to a Leading Hand Allowance. The Allowance shall be based on the number of people supervised or the complexity of the work.

No. persons supervised	Allowance per hour
2 - 5	\$0.76
6 - 10	\$0.97
11+	\$1.29

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

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

12. Termination of Employment

- 12.1 At least one week's notice of termination of employment shall be given on either side, or payment/forfeiture of at least two weeks 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 the 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 an AWU organiser may be present &/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 nine months may result in termination of employment. Where practically reasonable and if so requested by the employee, the union delegate or an AWU organiser may be present &/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 AWU delegate.

Discussion between the company representative and the AWU organiser.

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 Australian Industrial Relations Commission who may then conciliate 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 during discussion 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

Whist 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 this agreement through an Australian Workplace Agreement of 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 all employees whose employment is covered by this agreement.

17. Signatures of the Parties

This Agreement is made on thisday of20

For Co-Ordinated Landscapes Pty Limited

_____	_____	_____
Consultative Committee Member	Consultative Committee Member	Consultative Committee Member
_____	_____	_____
Name	Name	Name
_____	_____	_____
Manager	Construction Manager	Witness
_____	_____	_____
Name	Name	Name

For The Australian Workers' Union

_____ Signature	_____ Signature	_____ Witness
_____ Name	_____ Name	_____ Name

18. Part B

CLASSIFICATION STRUCTURE

Description	24.12.03	30.6.04	22.12.04	29.6.06	21.12.05
Leading hand					
Hourly rate	\$ 22.07	\$ 22.62	\$ 23.19	\$ 23.77	\$ 24.36
Landscape Gardener (Tradesperson)					
Hourly rate	\$ 19.98	\$ 20.48	\$ 20.99	\$ 21.52	\$ 22.05
Assistant Tradesperson					
Hourly rate	\$ 18.62	\$ 19.09	\$ 19.56	\$ 20.05	\$ 20.55
Landscape Labourer					
Hourly Rate	\$ 17.49	\$ 17.93	\$ 18.38	\$ 18.83	\$ 19.31
Apprentice - 4th year					
Hourly rate	\$ 15.99	\$ 16.39	\$ 16.80	\$ 17.22	\$ 17.65
Apprentice - 3rd year					
Hourly rate	\$ 13.29	\$ 13.62	\$ 13.96	\$ 14.31	\$ 14.67
Apprentice - 2nd year					
Hourly rate	\$ 11.54	\$ 11.83	\$ 12.12	\$ 12.43	\$ 12.74
Apprentice - 1st year					
Hourly rate	\$ 9.84	\$ 10.09	\$ 10.34	\$ 10.60	\$ 10.86

19. Appendix A

Redundancy

Levels of Weekly Redundancy Entitlement and Superannuation for Apprentices/ Trainees.

The company "Co-Ordinated Landscape Pty Ltd" agrees to make a provision for redundancy payments as provided for under the Employment Protection Act (NSW). Apprentices will not be entitled to any top up in superannuation or redundancy stated in any site agreement.

Apprentices

The employer shall refund the Technical College enrolment fee each year subject to the satisfactory completion of that years subjects. Apprentices will be entitled to ACIRT redundancy where it applicable in their 3rd and 4th years.