

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA09/41

TITLE: The Australian Workers' Union and Bev Roe Casual
Cherry Harvest Enterprise Agreement 2009

I.R.C. NO: IRC9/1599

DATE APPROVED/COMMENCEMENT: 26 October 2009 / 26 October 2009

TERM: 12

**NEW AGREEMENT OR
VARIATION:** New.

GAZETTAL REFERENCE: Published 27 November 2009

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COVERAGE/DESCRIPTION OF

EMPLOYEES: The agreement applies to all casual employees employed by Bev Roe, located at Lot 4, Oaklands Road, Jerilderie NSW 2716, who are members or are eligible to be members of the AWU whose employment falls within the classification of Levels 1, 2, and 3, who fall within the coverage of the Horticultural Industry (State) Consolidated Award.

PARTIES: Bev Roe -&- The Australian Workers' Union, New South Wales

THE AUSTRALIAN WORKERS' UNION (AWU)

and

BEV ROE

CASUAL CHERRY HARVEST

ENTERPRISE AGREEMENT 2009

1. AGREEMENT TITLE

This enterprise agreement shall be known as **The Australian Workers' Union and Bev Roe Casual Cherry Harvest Enterprise Agreement 2009 (the Agreement)**.

2. APPLICATION AND INTERPRETATION

- (i) The parties to this Agreement are **Bev Roe** and **The Australian Workers' Union, New South Wales Branch (AWU)**.
- (ii) This Agreement shall apply to all casual employees of **Bev Roe** who are members or are eligible to be members of the **AWU** and whose employment falls within the classification of Level 1, Level

2 or Level 3 in the *Horticultural Industry (State) Consolidated Award*.

- (iii) This Agreement is to be read and interpreted in conjunction with the provisions of the *Horticultural Industry (State) Consolidated Award (the Award)*. To the extent that where this Agreement is inconsistent with the terms and conditions of the Award this Agreement shall prevail. Where this Agreement is silent on a matter the Award shall apply.

3. ARRANGEMENT

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4. OBJECTIVE

The objective of this Agreement is to provide terms and conditions of employment that are appropriate and suitable to the nature of the workplace.

5. NOMINAL TERM OF AGREEMENT

This Agreement shall come into operation from the date it is signed by both parties and approved by the Industrial Relations Commission of New South Wales and shall continue in force for a period of 12 months from the date of approval.

6. RATES OF PAY

The rates of pay in this Agreement replace the rates of pay that would otherwise apply to employees covered by this Agreement and the *Horticultural Industry (State) Consolidated Award*.

The following are the ordinary time rates for casual employees (including 1/12th loading):

Level 1	\$19.60
Level 2	\$20.60
Level 3	\$21.50

7. JUNIOR EMPLOYEES

All junior employees, who would otherwise be covered by clause 5(c) of the *Horticultural Industry (State) Consolidated Award*, will be paid at the full ordinary time casual rates contained in clause 6 of this Agreement.

8. LEADING HAND ALLOWANCE

All employees who perform the role of a Leading Hand (in charge of more than 2 and less than 10 employees), as defined in clause 5 (b) (i) of the *Horticultural Industry (State) Consolidated Award*, shall be paid at the rate of **\$22.60 per hour**.

9. SATURDAY ORDINARY TIME RATES

Employees who perform ordinary time work on Saturdays will be paid at the rates contained in clause 6 of this Agreement. The loadings contained in clause 9 of the *Horticultural Industry (State) Consolidated Award* will not apply.

10. DISPUTE SETTLEMENT PROCEDURE

The following procedure will apply in the event of a dispute arising about a matter dealt with in this Agreement or pertaining to the employment relationship:

- (a) The Employee(s) concerned will first meet and confer with their immediate supervisor in an attempt to resolve the dispute. The Employee(s) or the Employer may appoint another person to act on their behalf.
- (b) If the matter is not resolved at such a meeting, the parties will arrange further discussions involving more senior levels of management and union representation.
- (c) If the matter remains unresolved at the workplace the dispute may be referred to the NSW Industrial Relations Commission by either party for assistance in resolving the matter via conciliation and if the matter remains unresolved by arbitration.

If arbitration is necessary, the NSW Industrial Relations Commission may exercise the procedural powers in relation to

hearings, witnesses, evidence and submissions which are necessary to make the arbitration effective.

In order to facilitate the procedure of this clause:

- (d) The party with the grievance must notify the other party of the problem at the earliest opportunity; and
- (e) While the parties are attempting to resolve the matter work shall continue as normal unless an employee has a reasonable concern about an imminent risk to his/her health or safety. Subject to an OH&S concern the employee must not unreasonably fail to comply with a direction by the employer to perform other available work that is safe and appropriate for the employee to perform.

11. SIGNATORIES

The parties have signed in recognition of their express agreement to each and every term contained herein.

SIGNED for and on behalf of Bev Roe:

.....

Signature

.....

Dated

SIGNED for and on behalf of The Australian Workers' Union, New South Wales Branch:

.....

Signature

.....

Dated

APPENDIX A: ANTI-DISCRIMINATION

- (a) It is the intention of the parties bound by this Agreement to seek to achieve the object in section 3(f) of the Industrial Relations Act 1996 to prevent and eliminate discrimination in the workplace. This includes discrimination on the grounds of race, sex, marital status, disability, homosexuality, transgender identity and age.
- (b) It follows that in fulfilling their obligations under the dispute resolution procedure prescribed by this Agreement, the parties have obligations to take all reasonable steps to ensure that the operation of the provision of this Agreement are not directly or indirectly or indirectly discriminatory in their effects. It will be consistent with the fulfilment of these obligations for the parties to make application to vary any provision of the Agreement which, by its terms or operation, has a direct or indirect discriminatory effect.
- (c) Under the Anti-Discrimination Act 1977, it is unlawful to victimise an employee because the employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.
- (d) Nothing in this clause is to be taken to affect:
 - (i) any conduct or act which is specifically exempted from anti-discrimination legislation;
 - (ii) offering or providing junior rates of pay to persons under 21 years of age;
 - (iii) any act or practice of a body established to propagate religion which is exempted under section 56(d) of the *Anti Discrimination Act 1997*;
 - (iv) a party to this Agreement from pursuing matters of unlawful discrimination in any State or Federal jurisdiction.

- (e) This clause does not create legal rights or obligations in addition to those imposed upon the parties by the legislation referred to in this clause.