



DECISION

Fair Work (Transitional Provisions and Consequential Amendments) Act 2009
Sch. 7, Item 30(4) - Application to extend default period for enterprise agreements made during the bridging period

Riversands Vineyards Pty Ltd ATF The Blackwatch Trust T/A Riversands Vineyards Pty Ltd
(AG2023/4975)

RIVERSANDS VINEYARDS PTY LTD ENTERPRISE AGREEMENT 2009

Agricultural industry

DEPUTY PRESIDENT SLEVIN
COMMISSIONER CONNOLLY
COMMISSIONER TRAN

SYDNEY, 26 FEBRUARY 2024

Application to extend the default period for Riversands Vineyards Pty Ltd Enterprise Agreement 2009

Introduction

[1] Pursuant to subitem 30(4) of Sch 7 to *the Fair Work (Transitional Provisions and Consequential Amendments) Act 2009* Riversands Vineyards Pty Ltd ATF The Blackwatch Trust T/A Riversands Vineyards Pty Ltd has applied to extend the default period for the *Riversands Vineyards Pty Ltd Enterprise Agreement 2009* (the Agreement). Under subitem 30(1) the Agreement was to terminate on 6 December 2023.

[2] The application was made, in accordance with subitem (6)(b), on the grounds that it is reasonable in the circumstances to extend the default period where an enterprise agreement has been made under the *Fair Work Act 2009* that covers the same, or substantially the same, group of employees as are covered by the Agreement. At the time this application was made the replacement agreement had not yet been approved by the Commission.

[3] The Commission has since approved the replacement agreement.¹ The purpose of the extension is to ensure the Agreement continued to apply until the replacement enterprise agreement was approved.

¹ [2024] FWCA 379.

[4] We are satisfied for the purpose of subitem (6)(b) that it is reasonable to extend the default period for the Agreement.

[5] Pursuant to item 30(4) of Sch 7 to the Transitional Act, we order that the default period for the Agreement is extended until the commencement of the new replacement agreement on 19 February 2024.

[6] The Agreement is published, in accordance with subitem 30(9A)(c), on the Fair Work Commission's website.



DEPUTY PRESIDENT

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FAIR WORK
AUSTRALIA

DECISION

Fair Work Act 2009

s.185 - Application for approval of a single-enterprise agreement

Riversands Vineyards Pty Ltd T/A Riversands Vineyards
(AG2010/18)

RIVERSANDS VINEYARDS PTY LTD ENTERPRISE AGREEMENT 2009

Agricultural industry

SENIOR DEPUTY PRESIDENT RICHARDS

BRISBANE, 21 JUNE 2010

Application for approval of the Riversands Vineyards Pty Ltd Enterprise Agreement 2009.

[1] An application pursuant to s.185 of the *Fair Work Act 2009* (“**the Act**”) was made on 5 January 2010 by Growcom on behalf of Riversands Vineyards Pty Ltd (“**the Employer**”) for the approval of a single-enterprise agreement known as the Riversands Vineyards Pty Ltd Enterprise Agreement 2009 (“**the Agreement**”).

[2] The Agreement was made during the bridging period¹ as defined in the *Fair Work (Transitional Provisions and Consequential Amendments) Act 2009* (“**the Transitional Act**”), accordingly, when considering whether to approve the Agreement I have taken into account the provisions of Part 2–4 of Chapter 2 of the Act as modified by Schedule 7 of the Transitional Act.

[3] On 10 March 2010, the Employer provided an undertaking which is included in the attached Schedule One.

[4] In addition to these matters, in accordance with my decision in [2010] FWA 2139 and with the Applicant’s agreement, the following text must appear in Schedule Two of the Agreement:

“The employee declares that the employer has not asked and does not require the employee to work additional voluntary hours.

The employee understands that if the employer asks or requires the employee to work more than 38 hours per week, these hours are deemed to be overtime and are paid for at the rate of time and half for the first three hours and double the ordinary rate of pay thereafter.

¹ Item 2, Part 1, of Schedule 2.

Should the employer accede to any request to work voluntary additional hours, the employer will only allow an employee to work additional hours that are consistent with the employer's Occupational Health & Safety obligations and will pay particular regard to the fatigue issues relevant to the employee who has made the request."

[5] On the basis of the material before me, I am satisfied that each of the requirements of ss.186, 187 and 188 of the Act as are relevant to this application for approval have been met.

[6] The Agreement is approved and will operate in accordance with s.54 of the Act.

The image shows a handwritten signature in black ink to the left of the Seal of Fair Work Australia. The seal is circular with the text "THE SEAL OF FAIR WORK AUSTRALIA" around the perimeter. In the center, there is a coat of arms featuring a kangaroo and an emu flanking a shield, with a seven-pointed star above it. Below the shield, the word "AUSTRALIA" is written on a banner.

SENIOR DEPUTY PRESIDENT

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SCHEDULE ONE

Undertaking – Banking of Hours

1. THE CONTRAVENTIONS

Section 2 of Schedule 2 to the *Fair Work (Transitional Provisions and Consequential Amendments) Act 2009 (Cth)* provides that section 186(2) (d) of the *Fair Work Act 2009 (Cth)* requires, with respect to enterprise agreements made during the bridging period, FWA to be satisfied that the agreement passes the no-disadvantage test. Section 4 of Schedule 2 to the *Fair Work (Transitional Provisions and Consequential Amendments) Act 2009 (Cth)* requires FWA to be satisfied that the agreement does not, on balance, reduce the overall terms and conditions of employment of the employees who are covered by the agreement when compared with a reference instrument relating to one or more of the employees.

Clause 3.11.5 ‘Banked Time Arrangement’ of the *Riversands Vineyards Pty Ltd Enterprise Agreement 2009* provides for employees to bank additional hours worked in excess of the ordinary working hours, to be paid at the ordinary rate.

There is concern that this clause may fail to pass the no-disadvantage test, when compared with the overtime rates payable to employees who work in excess of the ordinary working hours.

2. THE UNDERTAKING

The Employer undertakes that:

- the Enterprise Agreement, if approved, will not be applied so as to permit employees to bank additional hours worked in excess of the ordinary working hours; and
- the employer will not accept any request made by an employee for the banking of hours as provided in the agreement, and all hours worked will be paid for in accordance with the usual arrangements in the agreement as to time of payment, and as required by the *Fair Work Act 2009 (Cth)* and the *Fair Work Regulations 2009 (Cth)*;
- the Employer will ensure that no employee of the Employer who, is subject to the agreement, will, in the event that Fair Work Australia accepts the undertaking, suffer any financial detriment as a result of the undertaking being effected; and
- the Employer will conform with this undertaking.

3. FURTHER UNDERTAKINGS

The Employer further undertakes to:

- communicate the undertaking to all employees and make it available in a public/common area of the workplace, along with the Enterprise Agreement.
- that the undertaking will be read in conjunction with the Enterprise Agreement.

FAIR WORK AUSTRALIA
Fair Work Act 2009, Part 2-4, s. 185

RIVERSANDS VINEYARDS PTY LTD
And
Employees of RIVERSANDS VINEYARDS PTY LTD
(EA.... of 2009)

RIVERSANDS VINEYARDS PTY LTD ENTERPRISE AGREEMENT 2009

APPLICATION FOR APPROVAL FOR ENTERPRISE AGREEMENT

THE AGREEMENT, having been made under the *Fair Work Act 2009* on the/...../ 2009, between RIVERSANDS VINEYARDS PTY LTD and its Employees, witnesses that the parties mutually agree as follows:-

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PART ONE – REQUIRED CONTENT

1.1 TITLE

This agreement will be known as the RIVERSANDS VINEYARDS PTY LTD Enterprise Agreement 2009 ('the Agreement').

1.2 PARTIES TO THE AGREEMENT

The parties to this Agreement are:

- a) RIVERSANDS VINEYARDS PTY LTD (*"the Employer"*); and
- b) Employees of RIVERSANDS VINEYARDS PTY LTD (*"the Employees"*)

This Agreement wholly displaces all provisions of the *Fruit and Vegetable Industry Growing Award - State 2002 (AN140126)*, *Retail Industry Award - State 2004 (AN140257)*, and the *Clerical Employees Award – State 2002 (AN140067)*. The rates of pay included in this Agreement incorporate payment for all allowances, loadings and penalties, other than those specifically stated in this Agreement.

To avoid doubt, this Agreement is intended to deal with all subject matter previously covered by any other industrial award or agreement relating to the Employees covered by this Agreement, unless specifically provided for.

1.3 COVERAGE

This agreement applies to all employees engaged as such by RIVERSANDS VINEYARDS PTY LTD on its properties situated at:

- Whytes Road, St George Qld 4487
- *OR ANY ADDITIONAL PROPERTIES PURCHASED or LEASED DURING THE LIFE OF THIS AGREEMENT*
RIVERSANDS VINEYARDS PTY LTD

1.4 NOMINAL EXPIRY DATE

This agreement will take effect seven (7) days after the date on which the agreement was approved by Fair Work Australia. The agreement will have a nominal expiry date of four (4) years after the date on which Fair Work Australia approved the agreement.

1.5 POSTING OF AGREEMENT

A copy of this agreement will be kept in a convenient location at the workplace of the Employer so as to be readily accessible to all Employees.

1.6 AGREEMENT INTENTION

It is the aim of the parties to this Agreement to implement innovative workplace practices so as to provide for more flexible working arrangements, improve the efficiency and productivity of the workplace, to provide Employees with the opportunity to stabilize and extend work opportunities in a highly variable environment and to provide opportunities to stabilize and have pay consistency.

The parties intend that this Agreement will set out the terms and conditions of employment for Employees that are most appropriate for their particular circumstances. The parties recognise the seasonal and unpredictable nature of the business.

More specifically the aim of this Agreement is to support the Company's objectives, which include:

- providing the best possible quality to its customers;
- continuing to foster co-operation between management and staff in a climate of consultation;
- ensuring flexibility and quality; and
- providing Employees with job satisfaction.

To promote achievement of those objectives the parties will:

- adopt flexible work practices; and
- structure hours of work according to seasonal changes and customer demand.
- Comply with the provisions of the RIVERSANDS VINEYARDS PTY LTD Employment Policies, viz.:
 - EEO, Conduct and Grievance Policy
 - Occupational Health and Safety Policy
 - Discipline Policy
 - Other policies as developed.

1.7 WORKPLACE CONSULTATION

The Parties agree to the operation of a consultative mechanism through a workplace consultative committee to be constituted of both Employee and Employer representatives. Meetings of the consultative committee will be held as the need arises. Matters to be discussed may include:

- the contents of this agreement
- the conditions and performance of work, especially improvements in productivity and efficiency and work/life balance
- health and safety concerns and other relevant matters pertaining to health and safety.
- appropriate training requirements, taking into account;
 - the current and future skill needs of the enterprise;
 - the size, structure and nature of the operations of the enterprise;
 - the need for relevant vocational skills through appropriate educational institutions and training providers.
 - the formulation of future agreements.

This consultative process may provide an appropriate mechanism for consideration of matters relevant to clause 1.6 and 1.8.

1.8 FLEXIBILITY ARRANGEMENT

1.8.1

Notwithstanding any other provision of this Enterprise Agreement (EA), an employer and an individual employee may agree to vary the application of certain terms of this agreement to meet genuine individual needs. This will be known as the 'flexibility arrangement'. The terms the employer and the employee may agree to vary within the application of are those concerning:

- a) arrangements for when work is performed;
- b) overtime rates;

- c) penalty rates;
- d) allowances; and
- e) leave loading.

1.8.2

The employer and the employee must have genuinely made the agreement without coercion or duress.

1.8.3

The flexibility arrangement between the employer and the employee must:

- a) be confined to a variation in the application of one or more of the terms listed in clause 1.8.1; and
- b) not disadvantage the individual employee in relation to the individual employee's terms and conditions of employment.

1.8.4

For the purposes of clause 1.8.3(b) the flexibility arrangement will be taken not to disadvantage the employee in relation to the employee's terms and conditions of employment if:

- the flexibility arrangement does not result, on balance, in a reduction in the overall terms and conditions of employment of the employee under this EA, as it is applied at the date the arrangement commences to operate; and;
- the flexibility agreement does not result in a reduction in the terms and conditions of employment of the employee under any other relevant laws of the Commonwealth or any relevant laws of a State or Territory.

1.8.5

The flexibility arrangement between the employer and the individual employee must also:

- be in writing, name the parties to the arrangement and be signed by the employer and the individual employee and, if the employee is under 18 years of age, the employee's parent or guardian;
- state each term of this agreement that the employer and the individual employee have agreed to vary;
- detail how the application of each term has been varied by agreement between the employer and the individual employee;
- detail how the arrangement does not disadvantage the individual employee in relation to the individual employee's terms and conditions of employment under the EA; and
- state the date the arrangement commences to operate.

1.8.6

The employer must give the employee a copy of the flexibility arrangement and also keep a copy as a time and wages record.

1.8.7

An employer seeking to enter into a flexibility arrangement must provide a written proposal to the employee. Where the employee's understanding of written English is limited the employer must take

measures, including translation into an appropriate language, to ensure the employee understands the proposal.

1.8.8

The flexibility arrangement may be terminated:

- by the employer or the employee giving the minimum of one pay cycle's notice, in writing, to the other party and the flexibility arrangement ceasing to operate at the end of that notice period; or
- at any time, by written agreement between the employer and the individual employee.

1.9 DISPUTE SETTLEMENT PROCEDURE

1.9.1

If a dispute relates to:

- a) a matter arising under the agreement; or
- b) the National Employment Standards;

this clause sets out procedures to settle the dispute.

1.9.2

An employee who is a party to the dispute may appoint a representative for the purposes of the procedures in this clause.

1.9.3

In the first instance, the parties to the dispute must try to resolve the dispute at the workplace level, by discussions between the employee or employees and relevant supervisors and/or management.

1.9.4

If discussions at the workplace level do not resolve the dispute, a party to the dispute may refer the matter to Fair Work Australia.

1.9.5

Fair Work Australia may deal with the dispute in 2 stages:

- a) Fair Work Australia will first attempt to resolve the dispute as it considers appropriate, including by mediation, conciliation, expressing an opinion or making a recommendation; and
- b) If Fair Work Australia is unable to resolve the dispute at the first stage, Fair Work Australia may then:
 - o arbitrate the dispute; and
 - o make a determination that is binding on the parties.

Note If Fair Work Australia arbitrates the dispute, it may also use the powers that are available to it under the Fair Work Act 2009 (Cth), herein referred to as 'the Act'. A decision that Fair Work Australia makes when arbitrating a dispute is a decision for the purpose of Div 3 of Part 5.1 of the Act. Therefore, an appeal may be made against the decision.

1.9.6

While the parties are trying to resolve the dispute using the procedures in this clause:

- a) an employee must continue to perform his or her work as he or she would normally unless he or she has a reasonable concern about an imminent risk to his or her health or safety; and
- b) an employee must comply with a direction given by the employer to perform other available work at the same workplace, or at another workplace, unless:
 - o the work is not safe; or
 - o applicable occupational health and safety legislation would not permit the work to be performed; or
 - o the work is not appropriate for the employee to perform; or
 - o there are other reasonable grounds for the employee to refuse to comply with the direction.

1.9.7.

The parties to the dispute agree to be bound by a decision made by Fair Work Australia in accordance with this clause.

1.10 NO EXTRA CLAIMS

In consideration of the benefits conferred under this Agreement, the parties agree that other than for Fair Work Australia safety net increases:

- this document will be closed for its duration; and
- Employees undertake that no further claims will be made upon the Company in respect of any matter within the scope of this agreement (including claims relating to changes arising from variations to any relevant Award(s) or decisions of any Industrial Relations Body(s) during the currency of this agreement and for such period thereafter as the agreement may continue in force; and
- Employees will not engage in any form of industrial action throughout the life of this agreement.

PART TWO - TERMS AND CONDITIONS OF EMPLOYMENT

2.1 CATEGORIES OF EMPLOYMENT

Employees (other than casuals) covered by this Agreement will be advised in writing of their employment category upon appointment. Employment categories are:

- a) **Casual Employee** is an Employee engaged and paid on an hourly basis whose employment is subject to termination without notice. Casual Employees will be paid at a rate per hour calculated by dividing the weekly base rate of pay by 38 and adding a casual loading of 23% in lieu of the annual leave and personal leave entitlements provided in this Agreement.
- b) **Long-Term Casual Employee** will mean a casual Employee engaged by the Employer on a regular and systematic basis for several periods of employment during a period of at least 1 year with a break of not more than 3 months between engagements.
- c) **Permanent Employee** will mean an Employee engaged on a permanent basis who receives leave entitlements and does not receive a casual loading.

- d) **Manager/Supervisor** will mean an Employee appointed to be in charge of and to supervise the work of other Employees.
- e) **Shop Assistant** will mean an employee engaged in the reception, sale, or delivery by hand of any goods for sale by retail wherever employed, and shall include all managers, heads of departments and section heads, salespersons, floor walkers, floor superintendents, floor supervisors, cash order and order collectors, mail order assistants, storepersons, packers, all persons employed or engaged in selling, demonstrating or canvassing for or taking orders for goods for sale by retail or in any duties in taking orders for goods for sale by retail and all employees in or connected with the pattern department in any shop or shops automobile and/or farm implements.
- f) **Part-time Employee** will mean an Employee where the number of ordinary working hours in any 7 days will not be less than 16 and will not exceed 30. Part-time employees will be paid an hourly rate equal to the weekly base rate of pay divided by 38. Part-time employees will be entitled to pro-rated annual leave, sick leave, long service leave and bereavement leave. Public holidays as prescribed in this agreement will be paid where work is normally rostered for that day.
- g) A **Fixed Term Employee** will mean an employee employed on a fixed-term basis as either a full-time or part-time worker for a specified period of time or a specified task (e.g. harvest period). The employer will specify the starting and finishing dates of that employment, or will specify the circumstance(s) relating to the task (e.g. end of harvest period) when the term of the employment will expire. A fixed term contract will not exceed 12 months duration. Fixed-term employees are entitled to the same provisions as permanent employees (as defined in 2.1 section C), with the following exceptions:
- The notice period for termination of the fixed-term contract by either the employer or relevant employee is 1 week, unless the employer and relevant employee mutually agree to a lesser period; or
 - during the probationary period (as set out at 2.4); or
 - For cause based upon serious or wilful misconduct (as defined in 2.7); or
 - A persistent pattern of unsatisfactory performance (as defined in 2.6).
- h) **Pieceworker** will mean a Casual, Permanent or Fixed-term Employee (as defined above) who has an arrangement with the employer whereby payment to the Employee is based on a fixed monetary amount set per unit of a product picked, packed, pruned and/or thinned. Piece rates may be fixed by an employer and the employee at such rates as will enable the employee working the ordinary hours prescribed to earn at least the prescribed rate of pay for the relevant category of employment. Such rates will, when fixed, be paid in lieu of the prescribed rate of pay for all hours worked. No pieceworker will be paid less than their prescribed rate of pay for each hour worked (as defined in 3.1 for permanent employees and 3.2 for casual employees).
- i) **Clerical Employee** will mean an employee who is principally employed as a clerk, responsible for general office and administrative duties.

2.2 TRAINING

- a) Any training that is required by the Employer to be undertaken by an Employee in order for the Employee to undertake allocated/directed duties will be provided and funded by the Employer.
- b) Trainees may be engaged under this agreement in accordance with the *Order for Apprentices' and Trainees' Wages and Conditions (Excluding Certain Queensland Government Entities)*.

2.3 INCIDENTAL/PERIPHERAL TASKS

- a) An employer may direct an employee to carry out such duties as are reasonably required within the limits of the employee's skill, competence and training.
- b) An employer may direct an employee to carry out such duties and use such tools and equipment as may be required provided that the employee has been properly trained in the use of such tools and equipment.
- c) Any direction issued by an employer pursuant to this clause will be consistent with the employer's responsibilities to provide a safe and healthy working environment.

2.4 PROBATION

All new Employees are required to undergo a three month probationary period. During the probationary period the Employer will raise any concerns regarding performance and/or conduct with the Employee. Where appropriate, constructive feedback, guidance and/or training will be provided to assist the Employee meet the necessary standards/competence.

Should the Employer consider the Employee's performance is not meeting the required standards during the probationary period the Employer has the right to terminate the services of the employee.

With the exception of casuals, during the Probationary period either party may unilaterally terminate the employment relationship by providing one (1) week's written notice.

Except in cases of summary dismissal, should such notice not be given, then one (1) week's ordinary wages will be paid or forfeited as the case may be.

2.5 RESIGNATION/TERMINATION

- a) Except in the case of casual and probationary Employees, either party may terminate employment at any time by giving the other party the required period of notice specified below. Instead of providing the specified notice the Employer may choose to make payment in lieu of notice. If the Employee fails to give the required notice, s/he forfeits the entitlement to any monies owing equal to the amount of notice not given.
- b) The notice of resignation/termination period will be:

Years of Service
Not more than 1 year

Required Notice
At least 1 week

More than 1 year but not more than 3 years	At least 2 weeks
More than 3 years but not more than 5 years	At least 3 weeks
Over 5 Years	At least 4 weeks

Employees 45 years or over who have completed at least two years continuous service will receive one additional weeks notice.

An employer shall, in the event of termination of employment, provide upon request to the employee who has been terminated a written statement specifying the period of employment and the classification or type of work performed by the employee.

c) The notice period does not apply:

- Where the Employee is subject to summary dismissal; or
- To an employee engaged for a specific period or tasks (i.e. a Fixed-term employee); or
- To casual employees

d) The periods of notice prescribed in clauses 2.5 (b) will not be given during periods of annual leave, unless mutually agreed between the employer and the employee concerned.

e) During the period of notice of termination given by the employer, an employee will be allowed up to one day's time off without loss of pay for the purpose of seeking other employment. This time off will be taken at times that are convenient to the employee after consultation with the employer.

2.6 UNSATISFACTORY PERFORMANCE AND DISCIPLINARY ACTION

Employees are required and expected to perform their work to a high level, satisfactory to the Employer, using all due care, competency and diligence. Employees may receive guidance and/or warnings where the Employer believes that they are performing their work to a less than satisfactory level. The Employer must outline the reasons for the concerns, the standard of performance/behaviour required and a timeframe in which improvement will be expected. In serious cases, Employees may be dismissed after receiving two such warnings. Warnings to employees may be verbal; however details must be recorded in writing and submitted to head office.

2.7 SUMMARY DISMISSAL AND MISCONDUCT

The periods of notice in this clause will not apply in the case of dismissal for misconduct or other grounds that justify instant dismissal. Misconduct includes theft, assault, sexual or workplace harassment, fraud, serious health and safety breaches, or attending work at any time under the influence of drugs or alcohol.

2.8 ABANDONMENT OF EMPLOYMENT

An Employee will be regarded as having abandoned his/her employment if:

- The Employee is absent from work for a continuous period which exceeds three (3) rostered working days; *and*
- This Employee cannot provide a reasonable cause for the absence. It is the Employee's responsibility to provide reasonable notice and cause to the Employer, who should make

attempts to contact the Employee through the normal channels before formalizing termination of employment.

2.9 MANAGEMENT OF CHANGE AND REDUNDANCY (excludes casual and fixed-term employees)

a) Notification and consultation before change

Where an employer decides to introduce changes in production, program, organisation, structure or technology, that are likely to have significant effects on employees, the employer shall notify the employees concerned, and where relevant, their employee representative, in writing. All relevant information about the changes are to be provided, including the nature of the changes proposed, the expected effects of the changes on employees, including ways to avoid or minimize these effects, and any other matters likely to affect employees. An employer shall not be required to disclose confidential information, the disclosure of which would be adverse to the employer's interests.

'Significant effects' includes termination of employment, major changes in the composition, operation or size of the employer's workforce or in the skills required; the elimination or diminution of job opportunities or job tenure; the alteration of hours of work; the need for retraining or transfer of employees to other work or locations and the restructuring of jobs.

b) Consultation before termination of employment

Where the employer decides that, due to operational reasons, they no longer require the job the employee has been doing to be done by anyone, and the decision will lead to termination of employment, the Employer will first consult with the affected Employee/s.

- The consultations will take place as soon as practicable and will outline the reasons for the termination/s.
- Alternatives to termination will be explored, including any possible alternative employment. The Employer may make application to FWA to have the general severance pay prescription amended if the Employer obtains acceptable alternative employment for an Employee.

c) Severance Pay

In addition to the period of notice prescribed for ordinary termination in clause 2.5 (b), an Employee whose employment is terminated for reasons set out in 2.9 (a) will be entitled to the following amounts of severance pay:

Period of continuous service	Severance Pay (weeks' pay)
Less than 1 year	nil
More than 1 but less than 2 years	4
More than 2, but less than 3 years	6
More than 3, but less than 4 years	7
More than 4, but less than 5 years	8
More than 5, but less than 6 years	9
More than 6, but less than 7 years	10
More than 7, but less than 8 years	11
More than 8, but less than 9 years	12
More than 9, but less than 10 years	13

More than 10, but less than 11 years	14
More than 11, but less than 12 years	15
More than 12 years	16

“*Weeks pay*” means the ordinary time rate of pay for the Employee concerned and excludes overtime and penalty rates, disability allowances, shift allowances, special rates, fares and travelling time allowances, bonuses and any other ancillary payments.

d) Exemptions

Clause 2.9 (c) will not apply:

- Where employment is terminated as a consequence of misconduct on the part of the Employee; or
- To an employee engaged for a specific period or tasks (i.e. a Fixed-term employee); or
- To casual Employees

e) Time off during notice period

Where a decision has been made to terminate an employee in the circumstances outlined under this clause, the employee will be allowed up to one day's time off without loss of pay during each week of notice for the purpose of seeking other employment.

f) Early Termination

An employee whose employment is terminated for reasons set out in this clause may terminate such employment during the period of notice, and, if so, will be entitled to the same benefits and payments under this clause had such employee remained with the employer until the expiry of such notice, provided that in such circumstances the employee will not be entitled to payment in lieu of notice.

g) Statement of employment

An employer shall, in the event of termination of employment, provide upon request to the employee who has been terminated a written statement specifying the period of employment and the classification or type of work performed by the employee.

2.10 WORKPLACE HEALTH AND SAFETY

The parties agree that a safe and secure workplace is important and that they will comply with health and safety legislation and all RIVERSANDS VINEYARDS PTY LTD workplace policies and procedures. Employees will take all practicable steps to ensure their own safety while at work, and to ensure that no action or inaction on their own behalf causes harm to themselves or any other person. Employees will ensure safety procedures are followed at all times. Employees will not willfully harm themselves or others. Failure to comply with the rules and procedures may lead to disciplinary action or dismissal.

Employees are to use all safety and protective equipment or clothing provided and must ensure that they know and understand the health and safety rules and procedures. Employees must not misuse any equipment, plant or process that is provided to ensure workplace health and safety.

Employees will report all accidents, incidents, or hazards arising during the course of employment to their Supervisor or management as soon as possible. Any concerns in relation to individual safety or the

safety of others in the workplace are to be reported to the supervisor or management who will take all practicable steps to provide and maintain a safe work environment.

Workplace harassment of any kind is unacceptable and will not be tolerated under any circumstances. Employees subjected to workplace harassment should report any and all incidents to the Manager and/or may utilise the dispute procedure of this agreement.

2.10.1 Sun Safety

It is recognised that working in the Australian heat can be a significant hazard. Particularly during the summer months, staff working outdoors risk developing skin cancer or other skin disorders, eye injuries, heat stress and heat-related illness unless preventative steps are taken. This is particularly important for those employees not used to Australian summers.

When working in the sun, employees are advised wear sun protective clothing including:

- A broad-brimmed hat or 'legionnaires' cap with flap at the back to shade both the face and back of the neck or a hardhat with a brim added.
- Suitable lightweight protective clothing (clothing must also give the body adequate ventilation).
For example
- a loose-fitting, long-sleeved, collared shirt and loose trousers
- Suitable UV protection including sunburn creams, skin protectors, and sunglasses (where sunglasses do not interfere with execution of the employees duties);
- Ensure that personal protection equipment does not create a hazard in itself.

2.10.2 Protective Clothing

Where protective clothing or gear is required to be worn (with the exception of sun protection clothing), it will be provided by the employer; will remain the property of the employer; and will be returned by the employee on demand in good order and condition, fair wear and tear excepted. The employer may deduct the value of such clothing or gear from the wages of the employee if lost or willfully damaged.

The supply by the employer and the wearing by the employee, of suitable and adequate protective clothing and/or gear will be mandatory in the case of work involving the use of toxic agricultural chemicals.

2.10.3 Work in the Rain

An employee who is required to work in rain heavy enough to wet the clothes of the employee will be provided with waterproof clothing by the Employer.

2.10.4 First Aid

First aid kits will be made available to supervisors by the employer and maintained in good order and condition so as to be readily available for use at any time. Pain medication of any form will not be supplied by the employer.

2.10.5 Smoking in the Workplace

Employees understand that smoking in the workplace (including employer provided vehicles and machinery) is not permitted. Smoking is understood to:

- Cause serious health problems for people who do not smoke

- Cause interruptions to the performance of Employees' work, and
- Create risks of fire and other hazards

Due to quality assurance and supermarket specification and requirements, there is strictly no smoking in the operating areas.

Employees agree that they will smoke only during meal breaks or rest pauses and only in the designated smoking areas. Smoking in the field may be permitted with the Supervisor's express approval, but not when handling produce.

2.10.6 Drugs and Alcohol in the Workplace

Employees understand that RIVERSANDS VINEYARDS PTY LTD takes a "zero tolerance" approach to drugs and alcohol in the workplace (including vehicles, machinery, and work-related activities). Employees attending work under the influence of prohibited drugs or alcohol will be summarily dismissed.

2.10.7 Mobile Phones/portable music devices (eg iPods etc) in the Workplace

Employees understand that the use of mobile phones and portable music devices with headphones (eg iPods, Walkmans etc.) whilst working can cause distraction from, and disruption to the performance of their duties.

Mobile phones and portable music devices with earpieces and other types of headphones in particular can distract an employee from surrounding noise and activity, can mask or drown out emergency instructions or alarms, and as such are a hazard and dangerous in the workplace.

Employees agree not to use their mobile phones (including text messaging) for personal, non-urgent matters, except during meal breaks or rest pauses.

Employees agree not to use portable music devices at all whilst working around packing sheds and machinery, or in the field except with the express approval of their supervisor and must be worn in such a manner as to be able to hear directions at all times.

2.10.8 Footwear

Whilst carrying out any form of employment task, employees are to wear closed in footwear at all times.

2.11 CONFIDENTIALITY

Each employee agrees to not partake in any activity that may result in a conflict of interest for the Employer, without the Employer's prior written permission.

Each employee agrees to keep confidential, by not divulging or using other than for the benefit of the Employer, any information of a confidential nature acquired as a consequence of or in the course of their employment with the Employer, including information which:

- a) relates to any trade secrets, technical specifications, know-how, plans, design concepts, ideas, design specifications, manufacturing or development processes, research, formulae, processes,

applications, unique features or techniques in respect of the Employer's or any of its associated businesses' products or services, whether existing or in development or;

- b) relates to the Employer's or any of its associated businesses' location or position of plant material, varieties of plant or trial, whether existing or in development.

The parties acknowledge that all documents (whether stored on computer or not), written and printed information received by an Employee in the course of their employment, except pay slips or statements of service, will remain at all times the exclusive property of the Employer and the Employee must immediately return all such material and information on termination of their employment with the Employer.

Employees agree not to remove any plant material from any property operated by the Employer or any of its associated businesses during or after their employment with the Employer.

2.12 ANTI-DISCRIMINATION

The parties to this agreement agree that:

(a) it is their intention to achieve the principal object in the *Fair Work Act 2009*, which is to respect and value the diversity of the work force by helping to prevent and eliminate discrimination at their enterprise on the basis of race, colour, sex, sexual preference, age, physical or mental disability, marital status, family responsibilities, pregnancy, religion, political opinion, national extraction or social origin; and

(b) any dispute concerning these provisions or the RIVERSANDS VINEYARDS PTY LTD EEO Policy and their operation may be progressed under Clause 1.6 Workplace Consultation or Clause 1.9 Dispute Resolution Procedure in this agreement; and

(c) nothing in these provisions allows any treatment that would otherwise be prohibited by anti-discrimination provisions in the applicable Commonwealth, state or territory legislation.

PART THREE – WAGES, ALLOWANCES AND HOURS OF WORK

3.1 PERMANENT EMPLOYEES

The Employee's minimum rate of pay will be \$543.78 per week for a 38 hour week, or \$14.31 per hour on a pro-rata basis for part-time and fixed-term employees.

3.2 CASUAL EMPLOYEES

The Employee's minimum rate of pay will be \$17.60 per hour. This includes casual loading of 23 per cent in lieu of the provision of recreation and personal leave.

3.3 EMPLOYEES OTHER THAN HORTICULTURE EMPLOYEES

The Clerical employee and Shop Assistant salary and classification structures at Schedule 2 and 3 set out the minimum rates of pay for each category of employment.

3.4 JUNIORS

The following percentages will be used in calculating the junior rate of pay. The Employee will be paid on a weekly basis.

Age	% of adult rate
Under 16 years	50%
16 and under 17 years	60%
17 and under 18 years	70%
18 and under 19 years	75%
Thereafter the adult rate	100%

3.5 PIECEWORKERS

Piecework rates may be fixed by agreement between the employer and an employee at such rates as will enable the average competent employee to earn during ordinary working hours not less than the prescribed rate of pay for the category of employment (as set out at 3.1 and 3.2).

Each piecework agreement will be in writing in the form prescribed in Schedule 6 to this Agreement and signed by both parties. Each Employee will be provided with a copy of the agreement.

3.6 HIGHER DUTIES

An employee who is called upon to perform work at a level above their current classified level for a period of more than two days, will be paid at the minimum rate prescribed for that higher level for the whole period involved on such higher level duties.

3.7 ALLOWANCES

District Allowances for shop assistance has been included into the hourly rate of pay and is indicated in schedule 2 for employees covered by this agreement.

3.7.1 Leading hands

- a) With the exception of those employees referred to in 3.7.3 below, all employees appointed as Leading Hands shall be paid \$13.10 per week in addition to the employee's ordinary prescribed rate of pay (as set out in schedule 1). Such extra payment shall be regarded as part of the wage and taken into account in the computation of overtime, annual leave, sick leave, etc.
- b) An employee employed as Leading Hand for less than a week shall be paid the additional rate on a pro rata basis for the time actually worked in that capacity. One shift is equal to 1/5 of the total weekly leading hand allowance. An employee must work for a minimum of 4 hours on any said shift for that shift to be counted as 1/5 of the total weekly leading hand wage.

3.7.2 Tree pruning and/or budding and/or grafting

With the exception of Level 3 employees (as outlined in 3.7.3), an employee who is required to carry out the pruning and/or budding and/or grafting of fruit trees shall be paid in respect of each such day or part of a day an extra amount of \$3.00 which shall not be treated as part of the wage or taken into account in the computation of overtime, etc.

3.7.3 Level 3 Employees

The leading hand allowance (3.7.1) and the Tree pruning and/or budding and/or grafting allowance (3.7.2) will be incorporated into a level 3 employees' ordinary rate of pay, as shown at schedule 1.

3.7.4 Shop Assistant

Divisional and district parities - In addition to the rates of wages set out an allowance of \$1.05 has been added to the base rate of pay for the purpose of Southern Division and Western District.

3.7.5 First Aid

A weekly employee appointed and whilst engaged to act as the first aid attendant shall be paid \$11.50 per week.

Provided that where weekly, part-time or casual employees are engaged as such for a period which is less than 38 hours in any one week, an amount of \$2.31 per day shall be paid. These amounts shall be in addition to the prescribed rate of pay.

3.8 PAYMENT OF WAGES

The Employee's wages will be paid weekly in arrears on a Friday by direct debit into the employees designated bank account. Where the payday falls on a public holiday, the preceding business day will be the payday for that period.

3.9 WAGE INCREASES

Wages will be increased in accordance with the Federal Minimum Wage decisions as determined by Fair Work Australia. It is provided that the percentage of the rate increase will also apply to employee pay rates that are above the base rates outlined in 3.1, 3.2 and 3.4 of this agreement.

3.10 HOURS OF WORK

3.10.1 Horticulture Employees

The ordinary hours of work for horticulture employees shall average 38 hours per week, Monday to Sunday, to be worked on the following basis:

- 38 hours within a work cycle not exceeding seven consecutive days; or
- 76 hours within a work cycle not exceeding fourteen consecutive days; or
- 114 hours within a work cycle not exceeding twenty-one consecutive days; or
- 152 hours within a work cycle not exceeding twenty-eight consecutive days.

Shop assistants shall be worked on not more than 5 days in the week or on 6 days in one week if in the following week the employee is rostered to work ordinary hours on not more than 4 days. Employees working on 6 consecutive days shall be allowed 2 consecutive days off.

Permanent employees are entitled an average of 2 days off each 7 days. If work cycle arrangements are adopted flexibility for days off may occur subject to:

- Any 2 days off in 7 days for 7 day work cycles;
- Any 4 days off in 14 days for 14 day work cycles;
- Any 6 days off in 21 days for 21 day work cycles;
- Any 8 days off in 28 days for 28 day work cycles,

The term "days off" in this clause does not refer to public holidays, annual leave or other leave days.

Days off may be scheduled as single or as accumulated arrangements subject to the following guidelines:

- By agreement to fix regular day/s off for a specific period; or
- By the employer scheduling day/s off in advance of the work cycles commencing; or
- By the employer giving not less than 12 hours notice of the day/s to be taken off.

The ordinary starting and ceasing times of various groups of employees or individual employees may be staggered provided that there is agreement between the Employer and the majority of employees directly affected.

Employees are required to observe the nominated starting and finishing times for a work day, including designated breaks to maximise available working time.

The ordinary hours of work prescribed herein shall not exceed 10 hours on any day: Provided that where the ordinary working hours are to exceed 10 on any day, the arrangement of hours shall be subject to the agreement of the Employer and the majority of employees concerned.

3.10 Clerical Employees

- a) Ordinary hours of work will be 38 hours per week, worked between 6.30am to 6.30pm Mondays to Fridays inclusive, and between 6.30 a.m. and 12.30 p.m. on Saturdays.
- b) Excluding casual employees, ordinary hours worked by employees on a Saturday between the hours of 6.30 a.m. and 12.30 p.m. shall be paid for at the rate of time and a-quarter.
- c) In the case of permanent employees, any arrangement of hours which includes a Saturday as ordinary hours will be subject to agreement between the employer and the majority of employees involved.
- d) The ordinary hours of work prescribed herein shall not exceed 10 hours on any day: Provided that where the ordinary working hours are to exceed 10 on any day, the arrangement of hours shall be subject to the agreement of the Employer and the majority of employees concerned.

3.11 ADDITIONAL HOURS

All hours worked beyond the specified ordinary hours of work will be considered as additional hours. Additional hours will take one of the following forms:

3.11.1 Overtime

(a) The Employer may require an Employee to work reasonable additional hours outside the 38 hour week average in order to meet operational requirements of the business.

All time worked by an Employee at the specific direction of the Employer, in excess of the standard ordinary hours as set out in 3.9 above will be paid for at the rate of time and a half for the first three hours and double time thereafter.

An Employee may decline to work additional hours in circumstances where the working of such hours would result in the Employee working hours which are unreasonable having regard to:

- any risk to Employee health and safety that might reasonably be expected to arise if the Employee worked the additional hours;
- the Employee's personal circumstances including any family responsibilities;
- the operational requirements of the workplace;

- the notice (if any) given by the Employer of the additional hours and by the Employee of his/her intention to refuse it;
- whether the additional hours are on a public holiday; and
- the Employee's hours of work over the 7 days ending immediately before the Employee is required or requested to work the additional hours.

Subject to mutual agreement in writing between the employee and employer, an employee may be compensated for working overtime in lieu of payment, by being allowed time off equivalent to the prescribed penalty rate. Such time off shall be allowed and taken within 28 days of the overtime being worked, or paid out to the employee.

(b) Shop Assistant

In addition to 3.11.1 (a), a full-time employee who is required to work overtime for a period in excess of one hour after the ceasing time of such employee's ordinary hours on any day shall be entitled to an unpaid meal break of not less than 30 minutes and a sum of not less than \$9.60 as meal money.

A casual or part-time employee who works more than four ordinary hours on any one day and who works in excess of 2 hours overtime on such day shall also be entitled to an unpaid meal break of not less than 30 minutes and a sum of not less than \$9.60 as meal money.

3.11.2 Clerical Employees – weekend work

- a) Employees called upon to work overtime on Saturday will be provided with a minimum of 2 hours' work or payment therefore, provided that this shall not apply to overtime worked continuously with ordinary hours.
- b) All work done on Sundays by employees shall be paid for at the rate of double time in addition to the ordinary weekly wage paid to each employee. Employees shall be provided with a minimum of two hours' work or payment therefore.

3.11.3 Shop Assistants – weekend work

Saturday Work

All employees, other than casuals, shall be paid in addition to their ordinary rates of pay a loading of 25% for all ordinary hours worked on Saturday.

Sunday Work

All ordinary hours worked by full-time and part-time employees on a Sunday shall be paid at the rate of double the ordinary hourly rate (i.e. 200%).

3.11.4 Time off in Lieu of payment for overtime

- a) An employee may elect, with the consent of the employer, to take time off in lieu of payment for overtime at a time or times agreed with the employer.
- b) Overtime taken as time off during ordinary time hours shall be taken at the ordinary rate, that is, an hour for each hour worked.

3.11.5 Banked Time Arrangement

Employees will be given the opportunity to bank additional hours worked in excess of the ordinary working hours. All banked time will be at the Employee/s' specific request, *in writing*, and be in accordance with the following provisions:

- Approval must be given by the Employer *before* additional hours are accrued.
- Banked time accrues on an hour for hour basis and time off is likewise accounted for, ie. two additional hours worked outside of ordinary hours allows two hours banked time leave.
- The Employee will be able to accrue a maximum of 152 hours in banked hours at any one time.
- The banked hours will normally be taken as paid time off by the Employee with the consent of the Employer.
- If an Employee requests and has the request approved, the Employee may request to have some of those additional hours paid in the current pay period (at the ordinary rate) and the remaining additional hours banked and taken as paid leave at a later time.
- Banked time leave will only be approved when all needs of the business are met.
- The Employer reserves the right to direct an Employee to take up to their accumulated banked time leave outside of peak workload periods.
- On termination of employment accrued banked hours will be paid out to the Employee at the current ordinary hourly rate of pay.

The relevant pro-forma for making an application to bank hours is at Schedule 5

3.11.6 Voluntary Additional Hours

Voluntary Additional Hours are where the employer states that there is additional work available. Employees must make written and signed application to undertake voluntary additional hours, where such work is available. No employee can be required or directed to undertaking additional voluntary hours under this clause. All time worked by an employee in excess of their ordinary working hours, at the employee's specific request, shall be deemed voluntary additional hours. Such additional hours shall only be worked by the employee with the consent of the employer. The application shall remain in force until varied in writing by the employee. Additional hours shall be paid at the employee's ordinary time rate.

The relevant pro-forma for making an application to undertake voluntary hours is at Schedule 4

3.12 MEAL BREAKS

Employees required to work for more than 5 hours continuously are entitled to an unpaid meal break of 60 minutes, provided that by mutual agreement the meal break may be reduced to not less than 30 minutes.

3.13 REST PAUSES

- a) All employees shall receive a rest pause of 10 minutes' duration in the employer's time in the first and second half of their daily work.
- b) Where there is agreement between the Employer and the majority of Employees, rest pauses may be taken to suit operational requirements so as not to interfere with continuity of work where continuity is necessary.

3.14 PUBLIC HOLIDAYS

- a) The *Fair Work Act 2009* provides Employees with an entitlement to the following public holidays:
- o New Year's Day (1 January)
 - o Australia Day (26 January)
 - o Good Friday
 - o Easter Saturday
 - o Easter Monday
 - o Anzac Day (25 April)
 - o Labour Day
 - o Birthday of the Sovereign
 - o Christmas Day (25 December)
 - o Boxing Day (26 December); and
 - o any other day declared a public holiday under a state or territory law (eg Show Holiday) other than:
 - o a day declared by or under the law of the state or territory to be observed as a public holiday in substitution for a day named above; or
 - o a union picnic day; or
 - o a day of its kind that is excluded by the Regulations.
- b) An Employer may request an Employee to work on a particular public holiday, however, the Employee may refuse the request (and take the day off) if the Employee has reasonable grounds for doing so.
- c) Generally, work will not be conducted on public holidays. However, in the event that work is required by the employer to be done on a public holiday, all such work will be paid for at the rate of double time and a-half with a minimum of 4 hours.
- d) All hours worked on any of the holidays prescribed in this clause outside the ordinary hours of work prescribed by clause 3.10 will be paid at double the overtime rate prescribed by 3.11.1.
- e) At their request, Employees may apply to utilise the banked time arrangement or voluntary additional hours provisions strictly in accordance with Clause 3.11.5 or 3.11.6.
- f) Part-time employees are entitled to either payment for each public holiday or a substituted day's leave, provided that the part-time employee would have been ordinarily rostered to work on that day had it not been a public holiday.
- g) **Substitution of Public Holiday**
Where there is agreement between the Employer and the majority of employees concerned, a public holiday may be substituted for another day.

If such other day is worked, then payment for that day will be at the rate of double time and a half at the employee's ordinary time rate of pay. Full-time employees will be paid for the allocated day off when no work is required to be performed on that day. Nothing in this clause confers a right to any employee to payment for a public holiday as well as a substituted day in lieu.

h) Stand down

Any permanent employee, with 4 weeks or more of continuous service, whose employment has been terminated by the employer or who has been stood down by the employer during the month of December, and who is re-employed in January of the following year, will be entitled to payment at the ordinary rate payable to that employee when they were dismissed or stood down, for any one or more of the following holidays, namely, Christmas Day, Boxing Day and New Year's Day.

PART FOUR - LEAVE AND SUPERANNUATION

4.1 ANNUAL LEAVE (excludes casual employees)

4.1.1

Permanent full-time employees covered by this agreement will be entitled to 4 weeks annual leave on full pay, with pro-rata provisions applying for permanent part-time employees and permanent employees with less than 12 months service. Annual leave is exclusive of public holidays.

4.1.2 Leave Loading

In addition to the payment specified in 4.1.1, employees are entitled to an annual leave loading payment which will be 17.5% of the value of their annual leave entitlement for the period taken.

4.2 PERSONAL AND COMPASSIONATE LEAVE

4.2.1 Personal Leave

Permanent full-time and part-time Employees are entitled to 10 days authorised paid personal leave per annum:

- due to personal illness or injury; or
- for short term caring purposes of an occasional and non-enduring nature; or
- as a result of special or exceptional circumstances; or
- to provide care or support to immediate family or household member who is ill or injured, or in the case of an unexpected emergency in relation to that person; or
- to observe religious or culturally significant days or events.

Pro-rata provisions apply for part-time employees and permanent employees with less than 12 months service.

In addition, each employee is entitled to 2 days unpaid personal leave, per permissible occasion, to care for a member of the Employee's immediate family or household.

An employee taking paid or unpaid personal leave will, if required by the employer, provide a medical certificate evidencing the illness or injury of the person concerned.

4.2.2 Compassionate Leave

Each permanent employee is entitled to 2 days paid compassionate leave for the purposes of spending time with a member of the employee's immediate family or household who has a life-threatening illness, or after the death of a member of the immediate family or household.

Paid personal leave is cumulative, but will not be paid out on termination of employment.

A long-term casual employee is entitled to at least 2 days unpaid compassionate leave on the death of a member of the person's immediate family or household in Australia.

4.3 PARENTAL LEAVE

- a) After 12 months continuous service, permanent fulltime and part-time employees as well as eligible casual employees are entitled to a combined total of 52 weeks (or pro-rata for part-time employees) unpaid parental leave on a shared basis in relation to the birth or adoption of their child.
- b) Leave is available to one parent at a time except for an unbroken period of one week at the time of the birth of the child.
- c) An employee must provide notice as follows:
 - The expected date of confinement (included in a certificate from a registered medical practitioner stating the employee is pregnant) at least ten weeks.
 - the date on which the employee proposes to commence leave and period of leave to be taken, at least four weeks. An employee must provide at least four weeks notice of their intention to return to work.
- d) An employee may, in lieu of or in conjunction with parental leave, access any annual leave or long service leave entitlements which they have accrued subject to the total amount of leave not exceeding 52 weeks.
- e) Where an employee is pregnant and, in the opinion of a registered medical practitioner, illness or risks arising out of the pregnancy or hazards connected with the work assigned make it inadvisable for the employee to continue at her present work, the employee will, if the employer deems it practicable, be transferred to a safe job at the rate and on the conditions attaching to that job until the commencement of maternity leave. If transfer to a safe job is not practicable, the employee may elect or the employer may require the employee to commence parental leave.

4.4 SUPERANNUATION

The Employer will contribute an amount as required by the Superannuation Guarantee (Administration) Act 1992 to **Austsafe Super**

An employer and employee may agree to have the employee's superannuation contributions made to an approved superannuation fund, other than Austsafe, on the provision that;

- any such agreement must be recorded in writing and signed by the employer and employee and kept on the employee's file and;
- a person must not coerce someone else to make an agreement;

All Employees will accrue superannuation entitlements on the basis of the ordinary time earnings, up to a maximum of 38 hours per week.

"*Ordinary time earnings*" for the purposes of this clause means the actual ordinary rate of pay the employee receives for ordinary hours of work. It includes, as applicable, full-time, part-time or casual

Award rates, over-award payments, agreed piecework rates, Leading Hand and tree pruning and/or budding and/or grafting allowances. The ordinary rate of pay will not include overtime, disability allowances or any other payments of a like nature.

4.5 LONG SERVICE LEAVE

An Employee will be entitled to long service leave in accordance with the provisions of Part 3 of the *Queensland Industrial Relations Act 1999* and the provisions of this clause.

Long service leave will be taken at a time that is mutually agreed between the Employer and Employee. Considerations will include whether it is operationally convenient and the length of leave to be taken.

If the Employee and Employer cannot agree when the Employee is to take long service leave, the Employer may direct the Employee to take leave by giving the Employee at least three (3) months written notice of the date on which the Employee must take at least four (4) weeks long service leave.

The Employee must provide the Employer at least, four (4) weeks notice of intention to take long service leave, dates intended and duration of leave.

Employees may receive payment of long service leave in lieu of taking the leave on application in writing to the Employer.

4.6 JURY SERVICE

a) An employee, other than a casual employee, required to attend for jury service during their ordinary working hours will be reimbursed by the employer an amount equal to the difference between the amount paid in respect of their attendance for such jury service and the ordinary pay the employee would have been paid if the employee was not absent on jury service.

b) Alternatively, by agreement, fees (other than meal allowance) received by the employee to attend jury service will be paid to the employer and the employer will continue to pay the employee their ordinary pay for the time the employee was absent on jury service.

c) Employees will notify their employer as soon as practicable of the date upon which they are required to attend for jury service and will provide their employer with proof of such attendance, the duration of such attendance and the amount received in respect thereof.

d) If the employee is not required to serve on a jury for a day or part of a day after attending for jury service and the employee would ordinarily be working for all or part of the remaining day, the employee must, if practicable, present for work at the earliest reasonable opportunity.

e) "Ordinary pay" means the rate of pay that an employee would normally expect to receive for working ordinary hours on an ordinary day of the week, including any over-award payment. "Ordinary pay" excludes overtime, penalty rates of all types - including those attaching to working ordinary hours (for example) on a Saturday, disability allowances, shift allowances, special rates, fares and travelling time allowances, bonuses and other ancillary payments of a like nature.

4.7 TIME AND WAGES RECORD

Time and Wages Records are kept in accordance with Chapter 3, Part 3-6, Division 3 of the *Fair Work Act 2009*.

PART FIVE - SIGNATORIES TO AGREEMENT

Signed for and on behalf of Riversands Vineyards PTY LTD;

Authorised Signatory: Name: D.S. BLACKET (owner/director)

Signed: D.S. Blacket Whytes Road St George Qld 4487

In the presence of: Name: NATALIE C. RAE

Signed: NRae.

Dated: 24-12-09.

Signed for and on behalf of the Employees of Riversands Vineyards PTY LTD

(employee representative)

Authorised Signatory: Name: Dana Gluzde

Signed: DGluzde

Address: 28 Hutt St, St George, Q 4487.

In the presence of: Name: NATALIE C. RAE

Signed: NRae.

Dated: 24-12-09.

(office use only)

This agreement is in accordance with the *Fair Work Act 2009*, Part 2-4, s. 185. Lodged on the ... / ... / 2009, approved and filed by the Fair Work Australia and given Register No.....

Dated:

Operative date:

Schedule 1 – Salary and classification structure: Horticultural employees

**RIVERSANDS VINEYARDS PTY LTD
ENTERPRISE AGREEMENT 2009**

SALARY & CLASSIFICATION STRUCTURE

Level	Description	Full-time Weekly rate	Full-time Hourly rate	Casual Hourly Rate	Duties (all levels to take on prior level duties)
1	Farmhand Level 1	Base rate \$543.78	\$14.31	\$17.60	Ground picking - Under supervision Picking, packing & sorting of produce Cutting of Seed Weed Control General Farm Duties Incidental tasks involved in getting produce to packing shed including packing and assisting in packaging and transport Irrigation set up General Maintenance General cleaning duties as required *Other duties as required (*refer to Clause 2.3 of this agreement)
2	Farmhand Level 2	Base rate + 5% \$570.96	\$15.02	\$18.48	<i>Level 1 duties under minor supervision plus</i> Leading Hand (supervises up to 7 employees) Consistently above average production rates High quality control knowledge A general understanding of causes in Quality Variation of Product Staff training Other duties as required
3	Farmhand Level 3	Base rate + 10% \$598.15	\$15.74	\$19.36	<i>Duties of Levels 1 and 2, plus</i> Working unsupervised On call duties Staff Supervision (more than 7 people) Other duties as required

Schedule 2 – Salary and classification structure: Shop Assistant employees

**RIVERSANDS VINEYARDS PTY LTD ENTERPRISE AGREEMENT 2009
SALARY & CLASSIFICATION STRUCTURE**

Shop Assistant Employees

Level	Description	Full-time Weekly rate	Full-time Hourly rate	Casual Hourly Rate	Duties (all levels to take on prior level duties)
1	Shop Assistant	Base rate \$545.45	\$14.35	\$17.66	Sales of product from store (Wine, pottery and food and beverages) Office duties including telephone answering Processing mail orders Attending to other duties as required
2	Shop Assistant Level 2	Base rate + 5% \$572.72	\$15.07	\$18.54	<i>Level 1 duties under minor supervision plus</i> Consistently above average performance High quality control knowledge Staff training Other duties as required
3	Farmhand Level 3	Base rate + 10% \$600.00	\$15.79	\$19.42	<i>Duties of Levels 1 and 2, plus</i> Working unsupervised On call duties Ordering stock and quality control Staff rosters Staff Supervision (more than 7 people) Other duties as required

**RIVERSANDS VINEYARDS PTY LTD ENTERPRISE AGREEMENT 2009
SALARY & CLASSIFICATION STRUCTURE**

CLERICAL EMPLOYEES

Level	Year	Weekly Rate	Casual Hourly Rate	Typical Duties
1	1	\$585.20	\$18.94	Directing telephone callers to appropriate staff, issuing and receiving standard forms, reception, switchboard. Maintenance of basic manual and/or computerised records. Filing, recording, checking and batching of accounts, invoices, orders, requisitions Handling, recording or distributing mail including messenger service. Simple stock control functions. Correspondence and mail. The basic use of keyboard operated equipment including typewriters/computers, word processing, micro personal computers, printers and fax machines.
	2	\$593.94	\$19.22	
	3	\$601.92	\$19.48	
	4	\$610.66	\$19.77	
2	1	\$618.64	\$20.02	Reception/switchboard/call centre duties as in Level 1 and in addition, responding to complex enquiries Specialised operations of computers and radio/telephone equipment, Advanced word processing Maintenance of records and/or journals including initial processing and recording relating to the following: <ul style="list-style-type: none"> ▪ reconciliation of accounts balance ▪ incoming/outgoing payments and invoices ▪ debit/credit items ▪ payroll data ▪ petty cash ▪ correspondence etc. Computer applications, eg create a data base/files/records/spreadsheet/worksheet accounting/payroll
	2	\$627.00	\$20.30	
	3	\$637.64	\$20.64	
3	1	\$666.52	\$21.57	Prepare cash payment summaries, banking report and bank statements. Calculate and maintain wage and salary records. Follow credit referral procedures. Apply purchasing and inventory control requirements. Provide detailed advice and information on the organisation's products and services. Respond to client/public/supplier problems utilising a high degree of interpersonal skills.
	2	\$679.06	\$21.98	

				Apply advanced computer software packages
4	1	\$685.52	\$22.19	Secretarial/Executive Services Maintain executive diary.
	2	\$698.06	\$22.60	Attend executive/organisational meetings and take minutes. Establish and/or maintain current working and personal filing systems for executive Write executive correspondence and reports. Responsibility for the preparation of financial/tax schedules Calculation of costings and/or wage and salary requirements. Completion of personnel/payroll data for authorization. Reconciliation of accounts to balance. Staff Supervision Advise on/provide information on employment conditions, workers compensation procedures and regulations, and superannuation entitlements, procedures and regulations. Apply advanced computer software packages.
5 Office Manager	1	\$727.32	\$23.54	Operates and is responsible for a complex and diverse payroll system.
	2	\$734.92	\$23.79	Apply detailed knowledge of organisation's objectives, performance, projected areas of growth, product trends and general industry conditions for the purposes of assisting in developing policy or new products and services to meet changing market needs or other circumstances. Application of computer software packages including evaluating and determining optimum software solutions or the integration of complex word processing/data/graphics text. Prepare internal reports for management in any or all of the following areas: Accounting/financial management responsibilities Staffing supervision Legislative requirements Finalise quotations or costings. Other significant company activities/operations.

Schedule 4 – Application to undertake voluntary additional hours

**RIVERSANDS VINEYARDS PTY LTD
ENTERPRISE AGREEMENT 2009**

APPLICATION TO UNDERTAKE VOLUNTARY ADDITIONAL HOURS

NOTE: It is a requirement that this form be completed by the employee before the employee engages in working voluntary additional hours.

I _____(Employee)

wish to apply to undertake additional voluntary hours of work.

I agree that this undertaking will have effect from the date of this application, until:

_____ (date)

I have been advised that this work constitutes voluntary additional hours, and as such, is payable at the current ordinary rate of pay.

Employee Name: _____

Signature: _____

Date: _____

Employer Name: _____
(or nominee)

Signature: _____

Date: _____

**RIVERSANDS VINEYARDS PTY LTD
ENTERPRISE AGREEMENT 2009**

BANKED TIME ARRANGEMENT: APPLICATION TO BANK ADDITIONAL HOURS

NOTE: It is a requirement that this form be completed by the employee before the employee engages in banked hours arrangements.

I _____(Employee)

wish to apply to bank hours worked in addition to my regular work cycle and have such hours held in trust to be taken as paid time leave at a date to be determined.

(Please select a box)

I wish to bank all additional hours above my work cycle ordinary hours *or*

I wish to be paid for ____ hours in my next pay period and bank ____ hours

I agree that this undertaking will have effect from the date of this application, until:

_____ (date) *or*

Until I advise otherwise

I understand that banked time accrues on an hour for hour basis and that time off is likewise accounted for and that such leave will be taken at a time to suit the needs of the business.

Employee Name: _____

Signature: _____

Date: _____

Employer Name: _____
(or nominee)

Signature: _____

**RIVERSANDS VINEYARDS PTY LTD
ENTERPRISE AGREEMENT 2009
FORM OF AGREEMENT FOR PIECEWORK**

THIS AGREEMENT made this _____ day of _____ 20____, between BOUNTY PRODUCE, hereinafter referred to as “the Employer” and _____ hereinafter referred to as “the Employee” witness that pursuant to clause 3.4 (Pieceworkers) of the BOUNTY PRODUCE Certified Agreement 2009 (“the Agreement”) it is mutually agreed as follows:

(1) The rate to be paid by the Employer to the Employee for the Of on the property of the Employer shall be \$_____ per _____

The rate to be paid by the Employer to the Employee for the Of on the property of the Employer shall be \$_____ per _____

The rate to be paid by the Employer to the Employee for the Of on the property of the Employer shall be \$_____ per _____

The rate to be paid by the Employer to the Employee for the Of on the property of the Employer shall be \$_____ per _____

The rate to be paid by the Employer to the Employee for the Of on the property of the Employer shall be \$_____ per _____

(2) The piecework rate as fixed by paragraph (1) of this agreement shall be reviewed as necessary in light of any changes in the Agreement ordinary rate or in the nature of the work or the conditions under which it is performed so that such piecework rate shall, subject to paragraph (3) of this agreement, be maintained in conformity with clause 3.4 of the Agreement.

Dated at _____, this _____ day of _____ 20_____.

Signed: _____ (Employer)

Signed: _____ (Employee)