

**REGISTER OF  
ENTERPRISE AGREEMENTS**

**ENTERPRISE AGREEMENT NO: EA99/293**

**TITLE: Stahmann Farms (Trawalla) Enterprise Agreement 1998**

**LR.C. NO: 98/2462**

**DATE APPROVED/COMMENCEMENT: 21 May 1998**

**TERM: 24 months**

**NEW AGREEMENT OR  
VARIATION: New**

**GAZETTAL REFERENCE:**

**DATE TERMINATED:**

**NUMBER OF PAGES: 11**

**COVERAGE/DESCRIPTION OF**

**EMPLOYEES:** Applies to employees engaged in the growing, harvesting and maintenance of trees at Stahmann Farms Trawalla Property, located at Pallamallawa, near Moree, NSW

**PARTIES:** The Australian Workers' Union, New South Wales -&- The Employers' Federation of New South Wales



**STAHMANN FARMS [TRAWALLA] ENTERPRISE AGREEMENT - 1998**

BETWEEN

**STAHMANN FARMS Inc**  
[ARBN 000 626 513]

AND

**AUSTRALIAN WORKERS UNION**  
[NSW BRANCH]



**1. ARRANGEMENT**

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ANNEXURE A. HOURS OF WORK

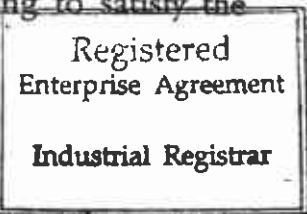
**2. ENTERPRISE, PARTIES BOUND AND OBJECTIVES**

- 2.1 **Enterprise:** This Enterprise Agreement is for the Stahmann Farms Trawalla Property located at Pallamallawa, near Moree, NSW.

2.2 **Parties Bound:** The following agreement regarding wages and conditions is made between Stahmann Farms Inc. and the Australian Workers Union [NSW Branch] representing staff engaged in the growing, harvesting and maintenance of trees at the farm.

2.3 **Objectives:** To establish an acceptable set of employment conditions suitable for the industry and one that will provide for all staff, job satisfaction that will be conducive to the efficient operation of the pecan tree nut farm.

The parties to this award are committed to provide efficient work practices and undertake to participate in any job instruction and training to satisfy the maintenance, growth and efficiency of the company.



3. **TERM OF AGREEMENT:**

This agreement has been reached without duress and with the consent of the parties and shall have a nominal term of 2 years from the date of registration by the NSW Industrial Relations Commission. It is agreed between the parties that further discussion in relation to the next agreement will commence prior to 28 February, 2000.

4. **RELATIONSHIP TO PARENT AWARD**

The parties to this agreement have determined that this enterprise agreement shall be read and interpreted in conjunction with the Fruit Growing Industry Employees [State] Award and that where there is inconsistency, the terms of this enterprise agreement shall take precedent.

Nothing in this agreement limits the application to an employee of any conditions of employment that apply under the NSW Industrial Relations Act 1996, Annual Holidays Act 1944, or the Long Service Leave Act 1955 or the Occupational Superannuation Standards Act.

5. **HOURS**

5.1 The hours worked shall be based on the Annexure 'A' Hours of Work'. This schedule is only a guide with weather conditions being the main factor affecting the final program.

5.2 Management will endeavour to maintain this hours schedule wherever possible but employees party to the Agreement undertake that from time to time, they may be required to work outside this schedule. For example, if a duty weekend is called off for whatever reason (e.g. inclement weather), those hours can be re-allocated to another weekend. There will be no wet weather days on weekdays.

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The only time a weekday can be shifted will be after consultation between employees and management.

5.3 The ordinary spread of daily hours for field work shall normally be:

1 November to 31 March - 8 hour day between 7.00am - 3.30pm,  
[Subject to daylight saving arrangements]

1 April to 31 October - start at 6.30am with the finishing time depending on how many hours of work are required on the nominated work day. Annexure 'A' gives a guide as to the ordinary hours required to be worked throughout the year.

5.4 It should be noted the hours listed in Annexure 'A' are the ordinary hours used to calculate the annual salary. A record of work hours will be kept for each employee. These accrued hours will relate to:

- [i] Actual hours worked.
- [ii] While an employee is off sick, on workers compensation, jury duty, bereavement leave or on annual vacation, he will receive the hours allowed for in the theoretical calendar.
- [iii] These accrued hours will not include paid time off (when we are working) for any reason including visits to doctors, dentists, chiropractors, physiotherapists etc., unless the employee is on sick or workers compensation leave.
- [iv] If an employee has a doctor's appointment and he works the remainder of that day, he will receive the hours accrued by the majority of the workers on that day.

Every year, this tally will be totalled to give the accrued work hours for each individual employee.

5.5 It is agreed that there will be a requirement to work either more or less ordinary hours than the hours set out on Annexure "A" as conditions and circumstances determine.

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5.6 The spread of daily ordinary hours for irrigation work shall be a 8.5 hours day, less meal break:

Shift 1	:	6.30am - 3.00pm
Shift 2	:	2.30pm - 11.00pm
Shift 3	:	10.30pm - 7.00am

Irrigators on shift 2 and shift 3 will accrue an extra 1 hour per shift as an incentive, however, irrigators are encouraged to take time off [see sub-clause 5.8] at mutually agreed upon times throughout the year.

5.7 The hours arrangements have not been introduced with the aim of providing opportunities for employees to achieve higher annual wages than specified above. To achieve this the hours will be shared out as evenly as possible. Where individual employees have exceeded the set hours goals, they are encouraged to take this extra time off during the year at mutually agreed upon times.

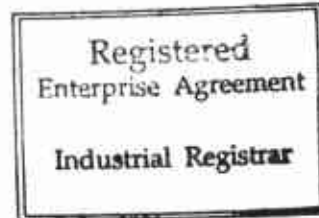
5.8 This hours/pay scheme will only operate effectively if all those who join it make a commitment to achieve the goals set. For this to occur, all employees involved must fully understand the ordinary hours arrangements. Primary to this understanding, is that they are being paid to get the job done.

Those employees who do not feel they can match the hours specified in Annexure 'A' can opt to be paid under the hourly system of pay as provided for in clause 3 of the Fruit Growing Industry Employees [State] Award.

5.9 If an employee's total ordinary hours are significantly below the hours used to calculate the annual salary at the end of a year, then such employee may be asked to return to the hourly system of pay at the rate specified under the Fruit Growing Industry Employees [State] Award. Consideration will be given to the reason why the employee's ordinary hours tally was low and the employee's preparedness to co-operate in achieving the annual hours goal. It remains at all times, the management decision as to whether an employee will be asked to rejoin hours arrangement as set out in Annexure 'A'.

## 6. OVERTIME

Employees working more than 2,474 ordinary hours throughout the year [this being the number of ordinary hours used to calculate the annual wage] do so on a voluntary basis. Accrued hours that have not been taken as time off in lieu will be paid out at a rate of time and one quarter [T1¼]. The payout for additional hours worked will be made at the end of the 12 month period up to 28 February of each year. However in special circumstances it can be agreed after consultation with the manager to access payment for part of these addition hours throughout the specific year.



7. CHANGE OF SHIFT

7.1 Irrigation

- [i] If an employee on irrigation duties is not advised of the completion of irrigation duties at least 4 hours before the shift is due to start and no other work can be supplied the will receive 8 hours change of shift.
- [ii] An employee on irrigation duties on shift 1 or shift 2 will have the option to return to work after a 10 hour break and no change of shift will be paid. The employee on irrigation duties on shift 3 will receive the hours equal to the actual hours being worked.

7.2 Mowing

Night shift mowing operations. Where an employee's change of shift falls between Monday and Friday, such employee will receive 8 hours change of shift where no other work can be allocated.

8. WAGE RATES

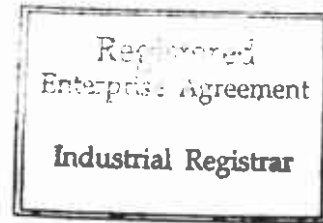
	<u>Current Rate</u>	<u>New Rate</u>
8.1 Permanent Field Employees annual wage	\$32,971.14	\$33,630.56
Wage paid per week	\$634.06	\$646.74

The wage rate increase equivalent to 2% effective from the date of registration of this Agreement and applicable under the annual wage agreement shall apply to sick pay, workers compensation, annual holidays, bereavement leave and jury duty. The wage rates shall be varied with any increases in the Fruit Growing Industry Employees [State] Award, the next such adjustment being the 4th. Minimum Rate Adjustment of approximately \$14.00 per week, expected to be approved by the Industrial Relations Commission of NSW during September/October 1998.

8.2 Where an employee is terminated for whatever reason before the date of registration of this agreement, the wage from 1st. March 1998, will be calculated as if the employee was still on the award. If this amount is more than the wage received already, the employee will be compensated accordingly.

9. LEADING HAND

Any employee appointed to be in charge of other employees shall be paid \$4.90 per day whilst employed in that capacity.



**10. MEALS, REST PERIODS AND ALLOWANCES**

- 10.1 The lunch break of ½ hour is from 12.00 noon - 12.30pm and consideration should be given as to where lunch is eaten [whether in the field or at headquarters] based on time and distance from headquarters. Travel back to headquarters should be in the employees time within reason.
- 10.2 Employees required to work 8 hours or more on night work shall be paid a meal allowance of \$8.10 per night.

**11. CLOTHING ALLOWANCE**

All full-time field employees shall be given 4 sets of work clothes, 1 pair of work boots and 1 pair of rubber boots during March each year. Any clothing seen to be safety equipment shall be provided by the company. Clothing is supplied in the colour blue with a company logo and it is a requirement that this uniform be worn to work. It is the employee's responsibility to maintain this clothing in a tidy and clean condition.

An appropriate hat will be provided and where necessary, sunscreen skin protection cream.

**12. FIRST AID ALLOWANCE**

Any employee appointed by the company to perform First Aid duties shall maintain a current First Aid Certificate and shall be paid \$1.30 per day.

**13. ACCOMMODATION ALLOWANCES**

Employees living on the farm shall be provided with a house and electricity at a rental charge equal to the company's Fringe Benefit Tax liability for that house.

Employees living away from the farm shall be paid a weekly farm allowance of \$43.31.

**14. PUBLIC HOLIDAYS**

As an incentive for personnel required to work on a statutory public holiday, such employee will not receive additional payment but will accrue double the hours worked on any public holiday as additional paid annual leave.

15. SICK LEAVE

- 15.1 A full-time employee shall be entitled to paid sick leave of 10 days per year of service and for personal sickness, up to 26 weeks in the second and each subsequent year of service for personal illness. The company may require the production of a doctors certificate to cover absence in certain instances.
- 15.2 Sick leave entitlements as provided for in the NSW Personal Carer's Leave provisions will be limited to those provided in the Fruit Growing Industry Employees (State) Award. The use of additional paid leave beyond appropriate Award entitlements for Personal/Carer's Leave will be subject to the discretion of Stahmann Farms Inc..

16. ANNUAL LEAVE

Annual Leave as provided for in the Annual Holidays Act 1944 is 4 weeks [or 20 working days per year]. Each employee is obliged to take their annual leave when it falls due or within 6 months of it falling due. Annual leave shall not be allowed to accrual for more than 6 weeks [equivalent to 18 months of continuous service). There is no separate payment of an annual leave loading when taking leave as the calculation for the annual salary has taken this into account.

17. LONG SERVICE LEAVE

See Long Service Act, 1955 (as amended). Long Service Leave will be paid at the annual wage rate.

18. SUPERANNUATION

Superannuation is paid at the government legislated percentage (currently 6%) and is calculated on gross income plus static allowances. i.e. those allowances which are paid every week. Allowances which are paid intermittently are not included in the calculation. In conjunction with the above, Stahmann Farms Inc. has an existing superannuation policy which is absorbed by the government legislation but still operates in parallel, employees receive the greater of the two systems but not both. The SFI system pays 0.5% per year after 10 years service over a initial 5% up to a maximum percentage of 10%.

19. COUNSELLING PROCEDURE

With the object of maintaining the existing high standard of employees relations, no employee will be terminated [except for misconduct which would justify instant dismissal] unless the following procedures have been followed:



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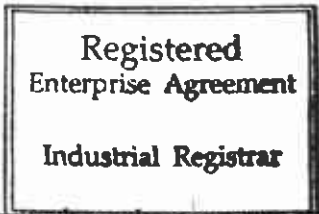
- [i] First Warning [verbal]: If Management considers an employee to be unsatisfactory for any reason, the employer shall inform the employee of the unsatisfactory nature of the employee's service and allow the employee the right to respond. If the employee so requests, a witness of his choosing may be present.
- [ii] Second Warning [verbal]: If the employee in the opinion of the employer continues to be unsatisfactory, the company shall again discuss with the employee, in the presence of a witness if requested, the unsatisfactory nature of the employee's service and advise the employee that continuation of such unsatisfactory service will lead to dismissal.
- [iii] Third Warning [written]: If after two [2] verbal warnings the employer considers the employee to still be unsatisfactory, then the employee, in the presence of an appropriate employee representative, will be given a final warning. The nature of the unsatisfactory service will be committed to writing.
- [iv] Failure by the employee to respond to the final warning will result in the employee being dismissed.

**20. DISPUTE PROCEDURE**

The following procedure shall be adopted for the resolution of industrial disputation:

**20.1 Procedure relating to a grievance of an individual employee:**

- [i] The employee is required to notify (in writing or otherwise) the employer as to the substance of the grievance, request a meeting with the employer for bilateral discussions and state the remedy sought.
- [ii] A grievance must initially be dealt with as close to the source as possible, with graduated steps for further discussion and resolution at higher levels of authority.
- [iii] Reasonable time limits must be allowed for discussion at each level of authority.
- [iv] At the conclusion of the discussion, the employer must provide a response to the employee's grievance, if the matter has not been resolved including reasons for not implementing any proposed remedy.



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- [v] While a procedure is being followed, normal work must continue.
- [vi] The employee may be represented by an industrial organisation of employees.

20.2 Procedure for a dispute between an employer and the employees:

- [i] A question, dispute or difficulty must initially be dealt with as close to its source as possible, with graduated steps for further discussion and resolution at higher levels of authority.
- [ii] Reasonable time levels must be allowed for discussion at each level of authority.
- [iii] While a procedure is being followed, normal work must continue.
- [iv] The employer may be represented by an industrial organisation of employers and the employees may be represented by an industrial organisation of employees for the purposes of each procedure.

21. SIGNATORIES TO AGREEMENT

Signed for and on behalf of Stahmann Farms Inc.

Signed [Signature]

Witnessed by [Signature]

Date 8/4/98

Signed by the Australian Workers Union [NSW Branch]

Secretary [Signature]

Witnessed by [Signature]

Date 20.4.98

Registered  
Enterprise Agreement  
Industrial Registrar

WK	PAY DATE	MON	TUES	WED	THUR	FRI	SAT	SUN	NORM	T 1/2	T*2	PH
1	1/03/98	0	0	0	0	0	0	0	0.0	0.0	0.0	0.0
2	8/03/98	8	8	8	8	8	0	0	38.0	2.0	0.0	0.0
3	15/03/98	8	8	8	8	8	0	0	38.0	2.0	0.0	0.0
4	22/03/98	8	8	8	8	8	0	0	38.0	2.0	0.0	0.0
5	29/03/98	9	9	9	9	9	0	0	38.0	7.0	0.0	0.0
6	5/04/98	9	9	9	9	9	0	0	38.0	7.0	0.0	0.0
7	12/04/98	9	9	9	9	0	0	0	30.5	5.5	0.0	0.0
8	19/04/98	0	9	9	9	9	0	0	30.5	5.5	0.0	0.0
9	26/04/98	10	10	10	10	10	0	0	38.0	10.0	2.0	0.0
10	3/05/98	10	10	10	10	10	10	0	38.0	12.0	10.0	0.0
11	10/05/98	10	10	10	10	10	10	10	38.0	12.0	20.0	0.0
12	17/05/98	10	10	10	10	10	10	10	38.0	12.0	20.0	0.0
13	24/05/98	10	10	10	10	10	10	10	38.0	12.0	20.0	0.0
14	31/05/98	9	9	9	9	9	0	0	38.0	7.0	0.0	0.0
15	7/06/98	9	9	9	9	9	0	0	38.0	7.0	0.0	0.0
16	14/06/98	10	10	10	10	10	10	10	30.5	10.0	19.5	10.0
17	21/06/98	10	10	10	10	10	10	10	38.0	12.0	20.0	0.0
18	28/06/98	10	10	10	10	10	10	10	38.0	12.0	20.0	0.0
19	5/07/98	10	10	10	10	10	10	10	38.0	12.0	20.0	0.0
20	12/07/98	10	10	10	10	10	10	10	38.0	12.0	20.0	0.0
21	19/07/98	10	10	10	10	10	10	10	38.0	12.0	20.0	0.0
22	26/07/98	10	10	10	10	10	10	0	38.0	12.0	20.0	0.0
23	2/08/98	10	10	10	10	10	10	0	38.0	12.0	10.0	0.0
24	9/08/98	9	9	9	9	9	0	0	38.0	7.0	0.0	0.0
25	16/08/98	9	9	9	9	9	0	0	38.0	7.0	0.0	0.0
26	23/08/98	9	9	9	9	9	0	0	38.0	7.0	0.0	0.0
27	30/08/98	9	9	9	9	9	0	0	38.0	7.0	0.0	0.0
28	6/09/98	9	9	9	9	9	0	0	38.0	7.0	0.0	0.0
29	13/09/98	9	9	9	9	9	0	0	38.0	7.0	0.0	0.0
30	20/09/98	9	9	9	9	9	0	0	38.0	7.0	0.0	0.0
31	27/09/98	9	9	9	9	9	0	0	38.0	7.0	0.0	0.0

WK	PAY DATE	MON	TUES	WED	THUR	FRI	SAT	SUN	NORM	T 1/2	T*2	PH
32	4/10/98	9	9	9	9	9	0	0	38.0	7.0	0.0	0.0
33	11/10/98	0 PH	9	9	9	9	0	0	30.5	5.5	0.0	0.0
34	18/10/98	9	9	9	9	9	0	0	38.0	7.0	0.0	0.0
35	25/10/98	9	9	9	9	9	0	0	38.0	7.0	0.0	0.0
36	1/11/98	9	9	9	9	9	0	0	38.0	7.0	0.0	0.0
37	8/11/98	8	8	8	8	8	0	0	38.0	2.0	0.0	0.0
38	15/11/98	8	8	8	8	8	0	0	38.0	2.0	0.0	0.0
39	22/11/98	8	8	8	8	8	0	0	38.0	2.0	0.0	0.0
40	29/11/98	8	8	8	8	8	0	0	38.0	2.0	0.0	0.0
41	6/12/98	8	8	8	8	8	0	0	38.0	2.0	0.0	0.0
42	13/12/98	8	8	8	8	8	0	0	38.0	2.0	0.0	0.0
43	20/12/98	8	8	8	8	8	0	0	38.0	2.0	0.0	0.0
44	27/12/98	8	8	8	8	0 PH	0 PH	0	30.5	1.5	0.0	0.0
45	3/01/99	8	8	8	8	0 PH	0	0	30.5	1.5	0.0	0.0
46	10/01/99	8	8	8	8	8	0	0	38.0	2.0	0.0	0.0
47	17/01/99	8	8	8	8	8	0	0	38.0	2.0	0.0	0.0
48	24/01/99	8	8	8	8	8	0	0	38.0	2.0	0.0	0.0
49	31/01/99	8	0 PH	8	8	8	0	0	30.0	2.0	0.0	0.0
50	7/02/99	8	8	8	8	8	0	0	38.0	2.0	0.0	0.0
51	14/02/99	8	8	8	8	8	0	0	38.0	2.0	0.0	0.0
52	21/02/99	8	8	8	8	8	0	0	38.0	2.0	0.0	0.0
53	28/02/99	8	8	8	8	8	0	0	38.0	2.0	0.0	0.0
<b>TOTALS</b>									<b>1923.0</b>	<b>319.5</b>	<b>221.5</b>	<b>10.0</b>

Registered  
 Enterprise Agreement  
 Industrial Registrar