



APPROVAL NOTICE

13 September 2004
Agreement number: A301213918

Mr TIM STURT
Horticultural Group Training Australia Ltd
105-115 ILAKONE ROAD
WOONGARRAIT NSW 2259

This notice confirms that the Employment Advocate approved the agreement (AWA Individual) between Horticultural Group Training Australia Ltd and [redacted] today.

A copy of the approved agreement (AWA Individual) is attached.

In assessing the agreement against an award for the purpose of the no-disadvantage test, the award applied was the:
MUSHROOM INDUSTRY EMPLOYEES (STATE) CONSOLIDATED AWARD

The *Workplace Relations Act 1996* requires all AWAs to contain provisions relating to discrimination and dispute resolution. If your AWA does not contain these provisions, or if the provisions it contains do not meet the requirements of the Act, the model clauses set out in the regulations to the *Workplace Relations Act 1996* apply. A copy of the model clauses is provided in the enclosed information sheet.

Under the *Workplace Relations Act 1996*, an employer must give the employee a copy of this notice and the approved agreement. This should be done as soon as practical after receiving this notice.

If you have any questions concerning this notice, please do not hesitate to contact the Office of the Employment Advocate on 1300 366 632 quoting the above agreement number. - 8-30 to 7

GPO Box 9842, In your capital city
General Enquiries 1300 366 632



Australian Workplace Agreements APPROVAL INFORMATION SHEET

This sheet contains some additional information about the operation of your Australian workplace agreement (AWA).

AWA Period of Operation

Commencement Date of AWA

A new employee is an employee who signed the AWA before or at the time of commencing employment. An AWA for a new employee starts operating on the later of:

- the day after a filing receipt was issued; or
- the day specified in the AWA as the starting date; or
- the day the employment commences.

For an existing employee, the AWA starts operating on the later of:

- The day after the date of this approval notice; or
- The day specified in the AWA.

Nominal Expiry Date of AWA

An AWA cannot have a nominal expiry date of more than three years after the AWA date. This is the date on which the employer and employee signed the AWA, or if they signed on different dates, it is the latter of those dates.

If the AWA does not specify a nominal expiry date, then it is the third anniversary of the AWA date.

Commonwealth and State Legislation

An AWA operates subject to certain Commonwealth laws, which include:

- the *Superannuation Guarantee Act 1992* which makes provision for employer contributions to be made on behalf of employees. For further information contact the Superannuation Hotline on 13 1020; and
- the *Workplace Relations Act 1996* which provides minimum entitlements for employees, which include notice of termination of employment and parental leave. For further information contact the Commonwealth Department of Workplace Relations and Small Business in your capital city.

If the AWA provides for a lesser entitlement than provided by the relevant legislation on these matters, then the entitlement in the legislation will apply.

The AWA will also operate subject to any State laws dealing with occupational health and safety, workers' compensation and apprenticeship. Any provision in an AWA which provides for lesser standards than contained in the above legislation will have no effect.

Model Anti-Discrimination and Dispute Resolution Procedure (see Provision overleaf)

GPO Box 9842, In your capital city
General Enquiries 1300 366 632

Model Anti-Discrimination Provision

The parties to this AWA agree that

- (a) it is their intention to achieve the principal object in paragraph 3(j) of the Workplace Relations Act 1996, 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 and their operation will be progressed initially under the dispute resolution procedure in this AWA; and
- (c) nothing in these provisions allows any treatment that would otherwise be prohibited by anti-discrimination provisions in applicable Commonwealth, State or Territory legislation; and
- (d) nothing in these provisions prohibits:
 - (i) where the AWA is approved before 23 June 2000, the payment of junior rates of pay; or
 - (ii) any discriminatory conduct (or conduct having a discriminatory effect) that is based on the inherent requirements of a particular position; or
 - (iii) any discriminatory conduct (or conduct having a discriminatory effect) if:
 - (A) the employee is a member of staff of an institution that is conducted in accordance with the doctrines, tenets, beliefs or teachings of a particular religion or creed; and
 - (B) the conduct was in good faith to avoid injury to the religious susceptibilities of that religion or creed.

Model Dispute Resolution Procedure

In relation to any matter that may be in dispute between the parties to this AWA ('the matter'), the parties:

- (a) will attempt to resolve the matter at the workplace level, including, but not limited to:
 - (i) the employee and his or her supervisor meeting and conferring on the matter; and
 - (ii) if the matter is not resolved at such a meeting, the parties arranging further discussions involving more senior levels of management (as appropriate); and
- (b) acknowledge the right of either party to appoint, in writing, another person to act on behalf of the party in relation to resolving the matter at the workplace level; and
- (c) agree to allow either party to refer the matter to mediation if the matter cannot be resolved at the workplace level; and

- (d) agree that if either party refers the matter to mediation, both parties will participate in the mediation process in good faith; and
- (e) acknowledge the right of either party to appoint in writing, another person to act on behalf of the party in relation to the mediation process; and
- (f) agree that during the time when the parties attempt to resolve the matter:
 - (i) the parties continue to work in accordance with their contract of employment unless the employee has a reasonable concern about an imminent risk to his or her health or safety; and
 - (ii) subject to relevant provisions of any State or Territory occupational health and safety law, even if the employee has a reasonable concern about an imminent risk to his or her health or safety, the employee must not unreasonably fail to comply with a direction by his or her employer to perform other available work, whether at the same workplace or another workplace, that is safe and appropriate for the employee to perform; and
 - (iii) the parties must cooperate to ensure that the dispute resolution procedures are carried out as quickly as is reasonably possible; and
- (g) agree not to commence an action:
 - (i) to obtain a penalty under section 17OV of the Act; or
 - (ii) to obtain damages for breaches of an AWA; or
 - (iii) to enforce a provision of the AWA or Part VID of the Act (other than an action to enforce section 17OVU of the Act); unless:
 - (iv) the party initiating the action has genuinely attempted to resolve the dispute at the workplace level; and
 - (v) either:
 - (A) a period of 7 days has expired from the date when the party initiating the action gave notice that mediation is not requested; or
 - (B) mediation was requested by either party and that mediation has been completed.

AUSTRALIAN WORKPLACE AGREEMENT (AWA)

The conditions of this AWA are set out in schedule II. Unless otherwise stated the provisions set out in this document shall be the complete agreement and shall operate to the exclusion of any and all other registered industrial agreements, Awards or State employment legislative provisions. If you agree, this document will be filed with the Employment Advocate for approval in accordance with the Workplace Relations Act 1996 (The Act).

PARTIES TO THE AGREEMENT

1st Party Name

Phone (home)

(Mobile)

Age (if under 21)
DOB

Address

Declaration

I have read and accept these terms and conditions. I have had this document in my possession for the required time as set out in the Act before signing and agree to be bound by its conditions. I further understand that if I am a new employee then I am on three months probation.

Signed

Date

Witness signature

Date

Witness name

2nd Party Name

Address

Signed for and behalf of the second party.

Signed

Date

Name

Witness Signature

Date

Witness name

BRIEF DESCRIPTION OF DUTIES

1. As defined in Schedule 1.
2. Any other general duties for which you are qualified or are experienced to perform.

A.I.J. UP RATES

Short term assignments	\$	17.31	per hour (day, week etc.) or applicable Junior percentage thereof
Long term assignments	\$	15.80	per hour (day, week etc.) or applicable junior percentage thereof

SCHEDULE 1

ROLE TITLE

Mushroom Industry Worker

Level 1 all general workers

OTHER ROLE REQUIREMENTS

We need you to remain flexible at all times when on assignment and to work as part of a team. With this in mind, you may be asked to assist in other areas, vary your working times and perform other tasks consistent with your skills and abilities.

UNIT RATE

You may engage in tasks and be paid a unit rate as described in any separate agreement you enter into from time to time in the general form as described in Schedule III. While undertaking such tasks, you can only continue to do so provided you can attain and maintain the minimum standard set out below.

MINIMUM STANDARD

Unless otherwise specifically agreed to by the employer the minimum standard for unit rate work will be no less than 110% of the agreed long assignment hourly rate over any rolling monthly period.

PERFORMANCE REVIEW CRITERIA

Performance reviews will be carried out quarterly or at any other intervals the management at its discretion may determine.

INTERMITTENT OR SEASONAL WORK (IF APPLICABLE)

We intend this agreement to govern the terms and conditions of your employment as an intermittent or seasonal long assignment employee from time to time during a period of the AWA.

During this period you may be offered more than one engagement on separate occasions and this agreement will apply to each engagement. On any occasion that you are engaged by us it will be for a fixed period of time, or event, or on a specific project or contract.

There is no guarantee that you will be re-engaged by us during the life of this Agreement. On each occasion you are engaged we will provide you with details of the engagement, such as its duration.

During the periods between each intermittent or seasonal engagement, you will be able to claim unemployment benefits or work for other employers so long as this other employment does not directly interfere with your availability to work with us when required.

TRAINING

If you are offered employment under a traineeship, or are already a trainee as specified under S170X of the Act, then your minimum rate of pay will be as set out in this AWA, adjusted for time spent in training. If not otherwise specified in your training agreement you will undertake and average of 20% of time in training and your applicable rate will be reduced by the percentage of that specified time.

SCHEDULE II

1. PURPOSE & NATURE OF ENGAGEMENTS

We, (the second party), need to enter into a commercial arrangement for the provision of your labour (the first party) generally to our clients at and under mutually agreeable times, conditions and rates. Within the constraints of our industry, whilst on a long-term assignment you will receive reasonably predictable hours of work. Depending upon availability there may be more than or less than an average of 38 hours each week. You will also receive other benefits of permanent employment such as notice of termination. Your status as either a short or long assignment will be determined by the nature and patterns of your engagement and is subject to review during the life of this agreement. Where it is established that you have not received regular hours, your hourly rate will revert to the short-term assignment rate.

2. DATE AND PERIOD OF OPERATION

This agreement, when approved, will operate for a period of three years unless brought to an end in accordance with the terms set out below. By mutual agreement this agreement may be ended, amended or replaced before the end of that period, in accordance with the provisions of the Act. After 12 months service your agreed all up rate will be increased from the current standard rate, within 3 months of any general order by the Industrial Commission that affects your industry, by the effective percentage increase for any such order, or in any event by at least 3% from each November the first.

3. TERMS SUBJECT TO LAW

To avoid repetition, many statutory conditions that apply automatically are not specifically mentioned. For instance, the discrimination provisions and disputes resolution procedures will follow the form set out in the Workplace Relations Act. Workplace accident and all workplace health and safety will be covered in accordance with the respective state and federal ordinances. Superannuation, unless we agree otherwise, will be contributed according to the Superannuation Guarantee Levy.

4. ALL UP RATE

Unless otherwise stated, the paid rates (hourly, daily, weekly etc.) shown in the agreement will include components for holiday pay and loading, long service leave, sick pay, public holiday and weekend and late work penalty rates and allowances, meal money, travel allowances, redundancy, retrenchment and severance, parental bereavement and other such leaves and entitlements set out in any applicable Awards or Acts that apply to your employment. You will be paid the scheduled all up rates for the hours (days, weeks etc.) you actually work, or the units of work performed (if set out in the description of duties). Unless otherwise stated, this will be your full and only entitlement irrespective of when the work is done and no further claim can be made with respect to any of the separate Award or other entitlement components.

\$15.80

5. HOURS OF WORK

(a) Short Term Assignment (similar to casual under an award)

We will offer you work on an intermittent basis. Work will be offered, and paid for, in 2 Hour minimum periods unless by agreement. Except in the case of misconduct where 7(b) will apply, we may terminate your engagement on 24 hours' notice.

(b) Long Term Assignment (like a permanent part timer under an award but more flexible)

- (i) In terms of clause 1 your hours will simply be reasonably predictable over a period. Within that constraint, workplace health and safety considerations and plain common sense, there are no minimums or maximums specified by this agreement. The parties are expected to agree on sensible roster arrangements that best fit the operational requirements of the business and the personal lives of the employees.
- (ii) If you work more than 5 continual hours in any one day then you will be allowed a meal break of not less than 30 minutes and not more than one hour unpaid (this provision also applies to Short Assignment employees).

6. VOLUNTARY SWAPPING, ADDING HOURS and UNREQUESTED SHIFTS

- (i) Unless you advise us in terms of the clause 6 (ii), then we shall assume that you will be available for extra shifts or extra hours be they on public holidays or weekends. We have calculated a minimum roster of seven public holidays a year into the scheduled all up rate. All such extra hours and shifts, be they in your normal range of duties or any other you are qualified to do, shall be treated in terms of clause 4 and paid at the all up rate. With our permission, you may swap shifts, allocate your shift either temporarily or permanently, or bid for extra shifts if and when they become available.
- (ii) You have the right to refuse any shift that is going to take you over 456 hours in any 12 week period or any shift in excess of seven public holidays a year. Notwithstanding the previous clause where you can voluntarily swap shifts, if after discussion with us you still believe the shift is unreasonable and unrequested, you are required to advise us in writing no later than two days after the roster is issued or at least four weeks before the applicable shift so that we have an opportunity to roster somebody else. If you are then still required to work that shift you will be paid at 150% of the scheduled all up rate for such excess hours of 250% of those extra hours in excess of the agreed public holiday roster.
- (iii) In terms of our operational requirements, we may, at our discretion, reduce your shifts to a lower average number of hours. You will however be given reasonable notice of any such reduction.

7. TERMINATION

(a) Normal

The operational requirements of ours and our clients businesses and the availability we have of work will determine whether we have to terminate our agreement either temporarily or permanently. If you are on short-term assignment (like a casual) we may give you notice on the day. Otherwise the notice set out in the Act for permanent employees will apply (generally one week).

If you have breached this or any other associated agreement or in our opinion if advised so by our clients you are not working to our standards, which shall include incorrect work procedures as set out in this agreement or any general staff information bulletins or house rules of ours or our clients, not following instructions or, if applicable, failing to regularly meet budget allocations, goals or minimum standards for unit rate work without good reason or not contributing to a positive team profile and maintaining a cheerful disposition to your workmates, then you will be advised of such and given no less than one week to rectify any such situation. If at any subsequent performance review the required standard is not evident and the explanation, if any, or the less than expected performance standard is unsatisfactory to us, then your employment will be ended with one (generally) weeks notice.

(b) Misconduct

If however, you are involved in misconduct, including but not limited to abandonment of your employment, or failing to give adequate notice (one week) reporting for work in an unfit condition; willful or deliberate damage, destruction or unauthorised use of property belonging to your employer or our clients, or others; breaches of confidentiality, deliberate loafing, poor service, malingering, inefficiency or neglect of duty, sleeping on duty, incompetence, or failure to perform work as directed, deliberate interference or harassment of others at the workplace; dishonesty including fraud, theft, giving false testimony for accidents or other reports or any material misstatement of health, accident and/or workcover history prior to commencement, particularly that which would lead us to believe you were fit for the work when in fact you weren't, failure to attend a medical without good reason if requested (in clause 14), assault, public altercation, indecent or outrageous behaviour, fighting while at the workplace or while in corporate uniforms or in corporate livery vehicles; unauthorised use of machinery or vehicles; and intentional

interference with or misuse of anything provided in the interest of safety, health or welfare, or repeated breaches of our workplace rules, particularly in respect to workplace health and safety (see clause 3) then we have the right to terminate your employment without notice and withhold any pay that may be owing.

(c) Redundancy and retrenchment

If your position becomes redundant and we have to retrench you will be given the same notice as set out in 7(a). However there will be no further severance payment after that as the redundancy entitlement is factored into your all up rate (see clause 4).

(d) Probation (not applicable to existing employees)

At any time, and for any reason within the first 13 weeks of an assignment, you may be advised whether and on what basis your assignment might continue beyond that period.

8. JUNIOR RATES

Junior rates shall be at the following percentages (or relevant award percentages - whichever is the greater) of the all up rate set out in the agreement.

Under 16	50%
16-17	70%
17-18	80%
18+	100%

9. NO DISADVANTAGE (not applicable to new employees)

The all up rate encompasses sick, redundancy and long service leave. If in your employment to date you have accrued sick, long service or redundancy entitlements you will receive the value of those accrued entitlements up to the date of operation of this agreement:

- (i) **Sick Leave** Any sick leave entitlement accrued and unused at the time this agreement commences operation may be taken by you for the purposes of taking time off for genuine illness. Once your accrued entitlements are exhausted you will not receive any further entitlement for paid sick leave.
- (ii) **Redundancy** If you are made redundant in the life of the agreement then this agreement does not negate any entitlements that may have accrued to you, given your length of experience as a previous employee of ours, up until the approval date of this agreement.
- (iii) **Long Service Leave** If you have accrued entitlement to long service leave, you will receive payment for that entitlement accrued up to the date of operation of this agreement on termination of employment.

10. HOLIDAY FUNDS/INCOME SACRIFICE/CASH IN LIEU OF BANKED HOURS

Without reducing your overall remuneration package, or reducing the minimum Super Guarantee Levy contributions, you may elect in writing at any time to effectively loan us part of your entitlement and accept a lower all up rate. The difference between this lower rate and the scheduled all up rate will be held by us on your account. Together, in part or in whole, with any accrued hours in lieu held by us in terms of clause 6(b)(ii), these monies may at your request, either be credited to you at any future time (including for holidays), or contributed to a complying superannuation fund by us on your behalf.

11. FREEDOM OF ASSOCIATION

We will defend your right to join or not join the union or association of your choice.

12. DISPUTE RESOLUTION PROCEDURE

In the event that we are in dispute over any matter, including for instance that your work patterns entitle you to a different all up rate, then you agree to raise the matter with us first. If we are unable to resolve the matter we agree to refer it to a mutually acceptable arbitrator.

13. MEDICAL EXAMINATIONS

At our expense but in your time, you may be required if requested to attend a medical officer appointed by us for medical examinations under the following circumstances:

- a) Prior to engagement
- b) Annually to monitor health
- c) With respect to any Workcover claim or workplace health and safety issues

14. CONFIDENTIALITY

You agree to hold all confidential and proprietary information and all trade secrets of ours or any of our clients or customers in trust, and agree that such information shall not be used for any other purpose other than the provision of your services to us and shall not be disclosed to any third party unless that third party had first agreed in writing to be bound by the terms of this clause. This provision will still apply after the termination of your employment.

SCHEDULE III

Suggested Form of Unit Rate of Pay Agreement

Name of Employer

Name of Employee

This agreement is to be read in conjunction with the Australian Workplace Agreement (AWA) between

the parties. The unit rate must be agreed to by both parties, and is solely for the tasks listed in this Schedule.

These rates will apply until further notice.

TASK RATE

I acknowledge receipt of this schedule.

Signed employee

Date: