

Beckhart Pty Ltd
Employee Collective Agreement
2009

1. Title

This Agreement shall be known as the Beckhart Pty Ltd Employee Collective Agreement 2009.

2. Arrangement

This Agreement has been arranged as follows:

SUBJECT	CLAUSE
Title	1
Arrangement	2
Definitions	3
Parties Bound	4
Purpose	5
Operation of Agreement	6
Employment Status	7
Letter of Employment	8
Company Policies	9
Blank	10
Probation	11
Public Holidays	12
Hours of Work	13
Rosters	14
Meal Breaks	15
Additional hours	16
Training	17
Job Classifications	18
Wages and Allowances	19
Annual Leave and Annual Leave Loading	20
Personal/ Carer's Leave	21
Compassionate Leave	22
Parental Leave	23
Termination of Employment	24
Serious Misconduct	25
Redundancy	26
Dispute Resolution Process	27
Jury Service	28
Stand Down	29
Signatures of the parties	30

Table 1: Adult Rates of Pay

Table 2: Junior Rates of Pay

Table 3: Other Rates and Allowances

3. Definitions

In this Agreement, unless the context otherwise requires:

Company means Beckhart Pty Ltd (ACN: 076 084 163).

Operative Date means the date specified by the Workplace Authority Director as the commencement date for this Agreement.

The Act means the Workplace Relations Act 1996 (C'th) and the Workplace Relations Regulations 2006 as amended, consolidated, varied or replaced from time to time.

The Award means the Notional Agreement Preserving the Mushroom Industry Employees (State) Award (NAPSA).

4. Parties Bound

4.1. The parties to this Agreement are:

- (a) Beckhart Pty Ltd (ACN 076 084 163); and
- (b) Employees of the Company engaged within the classifications specified in this Agreement.

5. Purpose

5.1. This Agreement is designed to meet the specific operating requirements of the Company. It also acknowledges the skills and experience of employees and provides flexible terms and conditions of employment.

6. Operation of Agreement

6.1. Nominal expiry date

This Agreement will take effect on the Operative Date, and will have a nominal expiry date of five years from the date it was lodged with the Workplace Authority.

6.2 Locality

This Agreement shall operate in New South Wales.

6.3 Relationship to Previous Agreements

Unless otherwise expressly stated in this Agreement, this Agreement supersedes and revokes any agreements previously applying to the parties.

6.4 Relationship to Awards

Unless otherwise expressly stated in this Agreement, this Agreement supersedes and revokes all provisions of all awards.

6.5 Relationship to other laws

For the avoidance of doubt, Occupational Health and Safety, Long

Service Leave and Superannuation will continue to be dealt with by the relevant Federal/ State legislation.

7. Employment Status

7.1 Type of employment

Employees will be employed on a permanent, either full or part time, basis or on a casual basis.

7.2 Full Time Employees

Full time employees are employed to work an average of 38 ordinary hours per week plus reasonable additional hours as defined in the Act.

7.3 Part Time Employees

- (a) Part time employees are employed to work up to an average of 38 ordinary hours per week with reasonably predictable hours of work.
- (b) The entitlements of part time employees will be calculated on a pro-rata basis having regard to the average weekly hours worked during the period, but not greater than 38 hours per week.

7.4 Casual Employees

Casual employees are engaged for work on an hourly basis and are paid on an hourly basis for each hour worked. Casual employees have no reasonable expectation of ongoing employment.

8. Letter of Employment

8.1 Employees will be provided with a letter of employment from the Company.

8.2 The letter of employment shall be read in conjunction with this Agreement, and will set out, amongst other things, the following employment details:

- (a) Employment classification, status and job title;
- (b) The commencement date of the employment;
- (c) Reporting obligations of the employee;
- (d) The employee's rate of pay;
- (e) Any monetary entitlements additional to those detailed in this

Agreement; and

(f) The duties the employee will be required to perform.

9. Company Policies

9.1 This Agreement will be supported by policies and procedures determined by the Company and amended or varied from time to time. These policies and procedures will provide guidelines for the fair and efficient administration of the employment relationship and the operations of the business.

9.2 In the event of an inconsistency between this Agreement and Company policies, this Agreement shall prevail to the extent of the inconsistency.

10. Blank

11. Probation

11.1 The probationary period for permanent employees engaged under this Agreement shall be 3 months.

11.2 At any time during the probationary period either the employee or the Company may terminate the employment, without citing any reason, on the giving of one day's notice or payment in lieu of notice, or the forfeiture of one day's pay in lieu of notice.

12. Public Holidays

12.1 For the purposes of this Agreement the following days will be observed as public holidays:
New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, ANZAC Day, Queen's Birthday, Christmas Day, Boxing Day, Eight Hour Day, and any other gazetted Federal or State holiday.

12.2 Due to the operational requirements of the business an employee may be rostered to work on a particular public holiday. The Rates of Pay specified in Table 1 include a provision in lieu of a penalty loading for working public holidays. Employees who are not rostered to work a public holiday may volunteer to work either as an extra shift or alternately with another day off in lieu.

13. Hours of Work

13.1 Ordinary hours will be no more than an average of 38 hours per week over the roster cycle and may be worked on any days of the week, Monday to Sunday.

- 13.2 The Rates of Pay specified in Table 1 include a provision:
- (a) in lieu of the penalty loadings for working weekend shifts;
 - (b) in lieu of any penalty/ overtime loading that would otherwise be incurred for shifts starting before 5am.
- 13.3 Notwithstanding anything elsewhere contained in this agreement, start and finish times and the method of working shifts may in any case be varied by agreement between the Company and an employee.

14. Rosters

- 14.1 Rosters will be developed to meet the operational requirements of the Company as necessary. Shift rosters will specify the commencing times of ordinary working hours of the respective shifts.
- 14.2 An employee may request a preferred shift pattern and the Company may agree, provided that the shifts can be accommodated within the roster and are at no additional cost to the Company. Such a request must be in writing and can be withdrawn at any time with reasonable notice.
- 14.3 Employees may organize shift swaps between themselves provided such arrangements have been approved at least 24 hours in advance by the Manager and do not incur additional costs for the Company.

15. Meal Breaks

- 15.1 Employees will not be required to work for more than 5 ordinary hours without a break for a meal. Such a break will be unpaid and be for a period of not less than 30 minutes and not more than one hour, as directed by the employer.

16. Additional Hours

- 16.1 The Company may require an employee to work reasonable additional hours from time to time in accordance with the Act.

Directed Overtime

- 16.2 Where an employee is directed by the Company to work additional hours, they will be paid the relevant penalty/ overtime loading from *the Award*.

Voluntary Additional Hours

16.3 An employee may request to work additional hours at their ordinary hourly rate and the employer agree provided that:

- (a) The request is in writing;
- (b) Additional work is available;
- (c) Any additional hours, in excess of 38 hours per week, performed by the Employee in accordance with this clause will not result in the accrual of leave of any kind; and
- (d) The request may be withdrawn at any time with reasonable notice.

17. Training

17.1 All new employees who meet designated criteria are required to complete Certificate II in Horticulture. Employees will pay their own expenses when attending this training.

18. Job Classifications

18.1 The following classifications are covered by this Agreement:

Level 1

An employee at this level performs routine duties of a manual nature to the level of his/her training.

Such an employee:

- (i). performs work within established routines, methods and procedures that are predictable and which may require the exercise of limited discretion.
- (ii). applies knowledge to a limited range of tasks. The choice of actions is clear.
- (iii). follows safe work practices and reports workplace hazards.
- (iv). may be required to perform the following indicative tasks/duties:
 - pick, grade and present mushrooms in packing containers
 - assist in the identification of disease and the control of its spread
 - clean and disinfect preparation areas and equipment
 - general labouring and cleaning duties

- receiving, checking, dispatching and sorting of products
- identification of equipment faults
- basic inventory control

Level 2

An employee at this level performs work above and beyond the skills of a Level 1 employee.

An employee at this level:

- (i) is responsible for the quality of their own work (subject to instruction and direction)
- (ii) exercises discretion within the level of his/her training
- (iii) may be required to perform the following indicative tasks/duties:
 - checking the work of other Level 1 employees
 - operation and maintenance of irrigation and watering equipment
 - measurement of chemical levels in water to maintain correct levels
 - operation of harvesting equipment and powered tools not requiring a license or a ticket.
- (iv) may be required to perform work within the scope of a Level 1 employee.

Level 3

An employee at this level is able, and may be required, to perform work within the scope of lower grades. Additionally, an employee at this level:

- (i). is able to work from complex instructions and procedures
- (ii). possesses sound interpersonal skills
- (iii). ability to co-ordinate the work of others in a team environment
- (iv). may be required to perform the following indicative tasks/duties:
 - appointed as Harvesting Coordinator, responsible for:

- maintaining picking staff numbers to control harvesting, subject to the direction of the grower.
 - assisting in organising picker movement across the growing rooms in order to enhance productivity
- (v). licensed and/or certified to operate appropriate equipment eg. Forklift, heavy rigid truck, front end loader and compost turner, filing, spawning, supplementing, casing and emptying machine.
- (vi). assist in the development of procedures and work practices to improve pick rates.
- (vii). may be required to perform work within the scope of a Farm Employee Level 2

Level 4

An employee at this level is able, and may be required to perform work within the scope of lower grades. Additionally, an employee at this level:

- understands and applies quality control techniques
- exercises discretion and judgment within the scope of his/her training
- applies knowledge with depth in some areas and has a broad range of skills.
- may be required to perform the following indicative tasks/duties:
 - 1) organisation and co-ordination of all labouring functions before the harvesting period (eg. Substrate preparation, pasteurisation, spawning, supplementing, casing, set back rooms and filling relevant rooms)
 - 2) responsibility for ensuring optimum fill weight and substrate moistures are achieved and maintained at all preparation stages
 - 3) responsibility for the maintenance of all ingredient supplies and rotation
 - 4) responsibility for managing hygiene control in preparation areas

- 5) responsibility for ensuring air handling filters are maintained and changed as directed by the grower.
- 18.2 Notwithstanding the requirements of clause 18.1, employees will be employed to carry out such duties as may be directed by the employer from time to time, subject to the limits of their skill and competence and training, provided that such duties are not designed to promote de-skilling.
 - 18.3 Any employee may at any time carry out such duties and use such tools and equipment as may be directed by an employer, provided that the employee has been properly trained in the use of such tools and equipment.
 - 18.4 Any direction given by an employer in accordance with clauses 18.2 and 18.3 will be consistent with the employer's obligations under the Occupational Health and Safety Act 2000 (NSW).

19. Wages and Allowances

19.1 The ordinary hourly rates of pay for any classification shall be as set out in Table 1 – Rates of Pay.

19.2 Junior Employees

The ordinary hourly rates of pay to be paid to junior employees as set out in Table 2 will be the percentage of the appropriate rate for adults set out in the said Table 1.

19.3 Casual employees will be paid the casual hourly rate set out in Table 1. For each ordinary hour worked casuals will also be paid the holiday loading provided in Table 1.

19.4 Employees will be eligible for an annual wage review. This review will take into account the employee's work performance throughout the year and any movement in the wage rates contained in the Australian Pay and Classification Scale or the Horticulture Award 2010.

19.5 Piecework

The Company and the employees may come to an agreement on piecework rates which enable the average competent employee engaged in piecework to earn no less than 15% above the minimum hourly rates set out in Table 1, Rates of Pay. Such piecework rates shall be paid in lieu of the ordinary hourly rates of pay set out in Table 1.

19.6 First-aid Allowance

An employee who has been appointed as a first-aid attendant by the Company will be paid an allowance as set out in Table 3.

19.7 Payment of Wages

Employees will be paid weekly, by electronic funds transfer, into their nominated bank or other financial institution. It is the employee's responsibility to ensure that account details held by the company are up to date.

20. Annual Leave

20.1 Annual leave:

- (a) Annual leave will be managed in accordance with the Act.
- (b) All employees, other than casuals, have an entitlement to annual leave based on their nominal hours worked. Full time employees will accrue 4 weeks leave per annum based on a maximum of 38 hours per week. Part time employees' entitlement will be calculated on a pro-rata basis having regard to those full time employees and the specific number of hours they are required to work.
- (c) Annual leave is accrued at a rate of 1/13th of the nominal hours worked over a four weeks period. It is credited to the employee each four weeks period and is cumulative from year to year.
- (d) An employee may request in writing to take accrued leave and the employer will not unreasonably refuse an employee's request, subject to the operating requirements of the business.
- (e) Annual leave will be paid at the ordinary rate of pay the employee receives immediately before the period of annual leave begins.
- (f) The employer may direct the employee to take annual leave during a period the employer shuts down the business, for example during the Christmas holiday season.
- (g) On termination of employment, an employee's accrued annual leave balance will be paid to the employee.
- (h) An employee may cash out up to 1/26th of the nominal hours worked during the previous 12 months, provided the employee makes a request in writing and it is approved by the employer taking into account the operating requirements

of the business. This is equivalent to two weeks per year for a permanent employee.

- (i) No annual leave loading is payable under this Agreement. The Rates of Pay as set out in Table 1 include a provision in lieu of the annual leave loading payable under the Award.

21. Personal / Carer's leave

- 21.1. Personal/ Carer's leave (including sick leave) will be managed in accordance with the *Act*.
- 21.2. All employees, other than casuals, will be entitled to personal/ carer's leave of 1/26 of the nominal hours worked by the employee for each completed four week period. This equates to ten days per annum for full time employees and is cumulative year to year for sick leave purposes.
- 21.3. A maximum of ten days of paid carer's leave may be taken each year (regardless of an employee's cumulative personal leave balance).
- 21.4. Where an employee is unable to attend their normal rostered shift due to reasons associated with personal/ carer's leave (including sick leave), they must notify the company of their circumstances, prior to the commencement of the shift wherever practicable, or if not practicable, at the first available opportunity.
- 21.5. An employee may be required to provide documentary evidence in relation to personal/ carer's leave in accordance with the *Act*.

22. Compassionate Leave

- 22.1. All employees, other than casual employees, may take compassionate leave when a member of the employee's immediate family or household contracts or develops a personal injury or illness that poses a serious threat to their life, or dies. They will be entitled to be paid two days per occasion.
- 22.2. The Employer may request evidence of the illness, injury or death.
- 22.3. Compassionate Leave will be managed in accordance with the *Act*.

23. Parental Leave

- 23.1. All eligible employees may be entitled to the following types of unpaid parental leave: maternity, paternity or adoption leave. The employee must have completed at least 12 months continuous service with the employer and may apply for up to 52 weeks leave.

23.2. Parental/Maternity leave will be managed in accordance with the Act.

24. Termination Of Employment

24.1 Termination by the Company

Subject to Clause 25 in this Agreement, the Company may terminate an employee's employment by giving notice in writing to the employee, or by payment in lieu of notice.

24.2 The Company will provide a period of notice in accordance with the following table:

Period of continuous service with the Company	Period of notice
Not more than 1 year	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
More than 5 years	At least 4 weeks

24.3. The notice period will be increased by one week if the employee:-

- (a) Is over 45 years old; and
- (b) Has completed at least 2 years of continuous service with the Company.

24.4. Termination by the Employee

Except in the case of casual and probationary employees, an employee who wishes to terminate their employment must give the Company the same period of notice as required of the employer, in writing, except there is no additional notice based on the age of the employee concerned.

24.5. If an employee fails to give notice the employer has the right to withhold moneys due to the employee to a maximum amount equal to the ordinary time rate of pay for the period of notice.

24.6. Abandonment of employment

An employee absence from work for a continuous period exceeding three working days without the consent of the employer and without notification to the employer will be deemed to have abandoned their employment.

24.7. The employer will attempt to contact the employee and the employee has 14 days to satisfy the employer that they were absent for reasonable cause.

25. Serious Misconduct

25.1. The Company may terminate the employment of an employee for serious misconduct without prior notice of termination, or payment in lieu of notice.

25.2. Serious misconduct includes but is not limited to, the following:

- (a) Any serious breach of the employee's confidentiality obligations;
- (b) The employee being under the influence of drugs or alcohol at work;
- (c) The employee being abusive or violent, physically or otherwise, towards another person, or causing a risk to the health and safety of another person;
- (d) Wilful breach of the employee's employment obligations, including the obligation to comply with Company policies as amended from time to time;
- (e) Failure to obey a lawful and reasonable direction by the Company, including an employee's failure to comply with safety procedures;
- (f) Wilful, or deliberate, behaviour by an employee that is inconsistent with the continuation of the contract of employment, including serious neglect of duty and willful damage to or defacing property or goods at the workplace;
- (g) The employee committing or attempting to commit any act of fraud or dishonesty at work;
- (h) The employee being charged with or convicted of any criminal offence which in the opinion of the Company makes it unsuitable for the employee to continue in their employment; and
- (i) The employee acting in a manner which has or is likely to have a detrimental effect on the standing or reputation of the Company.

25.3. Termination on grounds of serious illness

If the employee is incapacitated or prevented from performing their duties due to sickness, ill health or injury, for an aggregate of more

than 6 months, within a consecutive period of 12 months, then subject to applicable law, the employee will be deemed unfit to perform their duties and the Company may terminate the employee's employment by giving the period of notice set out in Clause 24.2 of this Agreement.

25.4 Obligations on termination

An employee whose employment has been terminated for any reason must immediately return to the Company all property, documents and any items in the employee's possession, owned by the Company.

25.5 Recovery of overpayments upon termination Upon termination of the employment for any reason, the Company has the right to the extent permitted by law, to deduct from the employee's termination payment, an amount that the employee owes to the Company, including for the purpose of recovering a previous overpayment of remuneration made to the employee.

26. Redundancy

26.1 The provisions of this clause do not apply to casual employees or if the Company engages less than 15 employees.

26.2 An employee's job will be deemed to be redundant if the Company determines that the job is no longer required and will not be done by any person due to operational requirements such as economic, structural or technical changes.

26.3 The company will consult with employees likely to be affected and where possible attempt to obtain re-employment opportunities for affected employees.

26.4 The Company will provide the employee with notice of redundancy in accordance with Clause 24.1 of this Agreement or payment in lieu of such notice.

26.5 An employee who has received notice of termination due to redundancy may terminate their employment during the notice period and will be entitled to the same redundancy payment had they remained until the expiry of such notice. However, such employee will not be entitled to payment in lieu of notice.

26.6 In addition to the period of notice prescribed above, an employee whose employment is terminated by reason of redundancy will be entitled to severance pay in accordance with the tables in (a) and (b) of this subclause:

(a) For employees under 45 years of age:

Years of Service	Entitlement
Less than 1 year	Nil
1 year and less than 2 years	4 weeks
2 years and less than 3 years	7 weeks
3 years and less than 4 years	10 weeks
4 years and less than 5 years	12 weeks
5 years and less than 6 years	14 weeks
6 years and over	16 weeks

(b) For employees over 45 years of age:

Years of Service	Entitlement
Less than 1 year	Nil
1 year and less than 2 years	5 weeks
2 years and less than 3 years	8.75 weeks
3 years and less than 4 years	12.5 weeks
4 years and less than 5 years	15 weeks
5 years and less than 6 years	17.5 weeks
6 years and over	20 weeks

(c) A week's pay means the all-purpose rate of pay for the employee concerned at the date of termination and shall include, in addition to the ordinary rate of pay, any allowances payable to the employee under this agreement.

26.7 The above severance payment will not be made where the Company obtains acceptable alternative employment for the employee.

27. Dispute Resolution Process

27.1. In the event of a dispute arising in the workplace the procedure to be followed to resolve the matter will be as follows:

- (a) The employee and their manager meeting and conferring on the matter; and
- (b) If the matter is not resolved at such a meeting, the parties must arrange for further discussions between the employee and a senior manager or the directors of the company.
- (c) Both parties agree to the right of the employer or employee to appoint, in writing, a representative of their choice to assist them in settling the matter at the workplace level.
- (d) If such an election is made then the parties agree to have the representatives discuss the matter further with the aim of settling the matter.

27.2 If the matter cannot be resolved by negotiation between the parties then it may be referred to the Australian Industrial Relations

Commission for assistance with mediation of the dispute.

- 27.3 The mediator has no power to make any determination in relation to the dispute.
- 27.4 While the parties attempt to resolve the matter work will continue as normal unless the employee has a reasonable concern about an imminent risk to his or her health and safety.
- 27.5 Even with this "reasonable concern" but subject to relevant provisions of the Occupational Health and Safety Act 2000 (NSW) as amended from time to time, the employee must not unreasonably fail to comply with an instruction by the employer to perform other available work. Available work may be at the same workplace or another reasonably accessible workplace.

28. Jury Service

- 28.1 Where an employee, other than a casual, is required to attend for jury duty they will be paid at their ordinary hourly rate less the amount paid by the court.
- 28.2 The employee will provide the Company with proof of attendance and receipts issued by the court.

29. Stand Down

- 29.1 Employees may be stood down without pay on any day where the Company cannot provide useful work due to any reason outside of the Company's control such as a breakdown in machinery or loss of power. At the employee's discretion, leave entitlements may be used.

30. Signatures of the Parties

This Employee Collective agreement is made under the Workplace Relations Act 1996, between;

Beckhart Pty Ltd

And

Employees of Beckhart Pty Ltd covered by the classifications in this Agreement

Date: 19/6/2009

For the employer

Name in full (printed): DAVID WARREN TOLSON

Signature: D.W. Tolson

Position/Authority to sign: Director

Employer Address: 61 WALLACE RD, VINEYARD

Date: 19/06/09

Name in full (printed): PENNY McLOON

Signature: Penny McLoon

Witness Address: 7 ETCHELL PH CRANE BROOK NSW 2749

Date: 19-6-09

For the employees (employee representative)

Name in full (printed): Luke Singleton

Signature: [Signature]

Position/Authority to sign: Forklift Driver

Employee Address: 244 Picadilly St Riverstone

Date: 19/6/09

Witnessed By:

Name in full (printed): JOANNE DUNCAN

Signature: [Signature]

Witness Address: 15 VICTOR CL BAWKHAM HILLS

Date: 19-6-09

See also employee signature page.

Table 1. RATES OF PAY

Classification	Ordinary Hourly Rate \$*	Casual Hourly Rate \$
Level 1	\$25.56	\$29.40
Level 2	\$26.54	\$30.48
Level 3	\$26.75	\$30.76
Level 4	\$27.03	\$31.38

*applies to Full and Part Time employees

Table 2. JUNIOR RATES OF PAY

	Percentage of Appropriate Adult Rate Per Week %
Under 16 years of age	50
At 16 years of age	60
At 17 years of age	70
At 18 years of age	80
At 19 years of age	90
At 20 years of age	Adult rates

Table 3. OTHER RATES AND ALLOWANCES

Clause No.	Brief Description	Amount \$
19.6	First Aid Allowance	2.71 per day/shift