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## Enterprise agreement – unions

**Description:** This is a precedent enterprise agreement setting out the minimum conditions of employment for employees at a specific business, employer, enterprise or group of companies.

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## Enterprise

This Agreement shall be known as the [insert name]

### 1. Application of Agreement

This Agreement shall apply to all employees covered by this Agreement within the states and territories of Australia.

### 2. Parties bound

- (a) This Agreement is made by,
  - (i) all employees employed by the [insert name] (**Employer**) in positions specified in Schedule A;
  - (ii) the Employer; and
  - (iii) [insert list of unions] (collectively the **Unions**);
- (b) This Agreement does not apply to employees who are not covered by the Agreement. Employees will be advised in writing of their rights to change or promotion their agreement.
- (c) This Agreement does not apply to employees who are not covered by the Agreement.

### 3. Date and period of operation

This Agreement shall operate from [insert date] and shall remain in force until [insert date] unless it is replaced by a binding agreement on the parties unless it is replaced by a binding agreement on the parties.

### 4. Relationship to award(s)

This Agreement regulates the terms and conditions of employment for employees covered by this Agreement, whether an award, agreement or otherwise.

### 5. Definitions

**Base Wage** means the minimum wage as set out in Schedule A. Base Wage does not include specified allowances during the course of the employment.

**Ordinary Hours** means an employee's ordinary hours of work.

**Parties** means:

- (a) the Employer;
- (b) the categories of employees specified in Schedule A;
- (c) the Unions.

**Related Body Corporate** means a body corporate as defined in the Corporations Act 2001 (Cth).

**Shift** means a period of time during which an employee works with a start time and a finish time, including any breaks.

### 6. No further claims commitment

The parties to this Agreement understand that neither party will seek any change to this Agreement or seek further remuneration for the duration of this Agreement.

### 7. Objectives of the Agreement

The objectives of this agreement are to:

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(a) *[insert list of objectives]*.

**8. Hours of work**

- (a) The ordinary hours of work s
- (b) Employees may be require  
Employer to complete their d
- (c) A standard shift will not be l  
and allowances shall apply e

**9. Remuneration**

- (a) This is a minimum rates ag  
which is in accordance with
- (b) Any allowance, penalty or v  
above the minimum rates se
- (c) Employees may also be en  
with this Agreement which v  
in the following pay period.
- (d) Employees will also receive
- (e) Employees may be eligible t  
time to time subject to comp  
of the Employer. Bonus p  
employee's remuneration fo
- (f) Remuneration will be paid  
specified by the employee.

**10. Allowances**

<b>Allowance</b>
<i>[insert allowance]</i>
<i>[insert allowance]</i>

- (a) No additional loading, allow  
provided in this Agreement.
- (b) Allowances apply to perma  
specified.

**11. Employee categories**

**11.1 Permanent employee**

- (a) A **full-time** employee means  
a permanent basis.
- (b) A **part-time** employee mean  
38 hours per week generally  
paid for the time they wo  
otherwise stated.

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## 11.2 Casual employee

- (a) Due to the nature of the work, the numbers of employees during peak periods of employment.
- (b) The term **casual employee** shall mean an employee as such. Casual workers will be employed on a per Shift. A casual worker is not entitled to the same conditions of employment as permanent employees shall be paid at the same rate as permanent employees also receive a [insert percentage] personal/carers leave, annual leave and sick leave. Permanent employees also will not accrue annual leave or employment related benefits.
- (c) Clauses 15 (annual leave) and 16 (category transfers) do not apply to casual employees.

## 11.3 Category transfers

If an employee's employment status or conditions will be determined by their current category.

## 12. [Optional] Shiftwork

Shiftwork may be used to best manage the business.

For the purposes of the National Employment Standards (Cth), a **shiftworker** is defined as an employee who works on a shift basis and public holidays.

Any employee, whether defined as a shiftworker and/or before [insert time] and [insert percentage]%.  
A shift allowance of [insert percentage].

A shift allowance of [insert percentage].

- (a) [insert criteria].

## 13. Probation employment

Employees will complete a six month probationary period before permanent employment.

During this period, the Employer's training needs will be assessed.

During the probationary period, either one week's notice or payment in lieu of notice shall be given to employees who are employed by the Employer is in addition to any other rights or obligations under this Agreement.

## 14. Overtime and penalties

Any overtime worked shall be as follows:

- (a) [insert criteria].

## 15. Annual leave

- (a) Full-time employees are entitled to [insert percentage] annual leave for service with the Employer, to be taken at the discretion of the Employer.
- (b) Shiftworkers are entitled to a [insert percentage] annual leave for service with the Employer, to be taken at the discretion of the Employer.
- (c) Annual leave will accrue pro-rata for full-time and part-time employees on permanent employment. Accrued pro-rata leave must be taken with the Employer's approval.

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- (d) An employee may be directed to use accumulated annual leave before the end of the financial year.
- (e) The Employer may direct an employee to use annual leave during down times (ie Christmas) if the employee has accrued annual leave. The Employer may direct the employee at least [insert] days before the end of the financial year.
- (f) [OPTIONAL] Annual leave may be used by the Employer and an employee at the discretion of the Employer.
- (g) Employees are required to notify the Employer of their intention to take annual leave at least [insert] days before the start of the leave.
- (h) Accrued and entitled annual leave may be paid in advance to employees on termination of employment.
- (i) Casual employees will not be entitled to annual leave.
- (j) [OPTIONAL] Subject to a written agreement between the Employer and an Employee, an Employee may be permitted to take annual leave in any [insert] period. An Employee retains a minimum balance of [insert] days of annual leave at all times.

## 16. Personal/carers leave

### 16.1 Personal/carers leave

- (a) Full-time employees are entitled to personal/carers leave on a pro-rata basis for continuous service with the Employer.
- (b) Personal/carers leave will be accrued on a pro-rata basis for full-time and part-time employees on permanent employment.
- (c) Un-used personal/carers leave will be carried over to the following financial year.
- (d) Personal/carers leave can be used for personal or family care to work.
- (e) Personal leave can also be used for the care of an immediate family or household member. The employee must provide a medical certificate and a written statement from the person concerned and written confirmation from the Employer. Employees must provide a written statement if more than 10 days of personal leave are used in a financial year. A medical certificate is the preferred evidence for personal leave.
- (f) Un-used and entitled personal leave will be carried over to the following financial year.

### 16.2 Compassionate leave

- (a) An employee, other than a casual employee, is entitled to compassionate leave when a member of the employee's household:
  - (i) contracts, develops or suffers from a life-threatening illness or a threat to his or her life;
  - (ii) dies.
- (b) Compassionate leave may be used for domestic or international travel. The amount of leave will be at the discretion of the Employer.

## 17. Termination

- (a) An employee's employment is terminated on the following amount of notice, or the relevant period in lieu of notice, as set out in the following table:

### Period of continuous service

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- (e) A Flexibility Agreement employee giving the other employee may agree on a

**29. Consultation**

The Employer will consult employees who are likely to be affected by a significant effect on them.

The following consultation procedure shall apply:

- (a) the Employer must advise employees of any changes that are likely to have a significant adverse effect on them;
- (b) discussions must occur before the Employer makes a decision to introduce major changes;
- (c) the Employer must give consideration to the views of employees;
- (d) the Employer will not be bound to agree to any proposal contrary to its interests; and
- (e) employees will be entitled to be consulted in accordance with the consultation procedure.

**30. Union right of entry**

The parties acknowledge that the provisions of the Fair Work Act 2009 apply.

**31. Union encouragement / promotion**

- (a) The Employer recognises the right of employees to join a Union and will encourage them to do so.
- (b) The Employer will take reasonable steps to ensure that their Union membership rights are protected:
  - (i) advised that the Employer is a member of the Union;
  - (ii) encouraged to join the Union;
  - (iii) provided with a Union delegate upon completion of their probationary period;
  - (iv) advise that they are entitled to be consulted on their wages and for

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