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Greenfields agreement

Description: This is a precedent industrial agreement between an employer and a trade union, in circumstances where a genuine new enterprise is in the process of being established.

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This Agreement shall be known as the [ir

1. Application of Agreement

This Agreement shall regulate the out in Schedule B (together, the E and conditions of this Agreement.

2. Parties bound

- (a) This Agreement is made by,
 - (i) all employees to be en
 - (ii) the Employer; and
 - (iii) [insert list of unions] (e
- (b) This Agreement does not Employees will be advised if change or promotion their ap
- (c) This Agreement does not ap

3. Date and period of operation

This Agreement shall operate from shall remain in force until [insert binding on the parties unless it is re

4. Relationship to award(s)

This Agreement regulates the r employees covered by this Agree whether an award, agreement or o

5. Definitions

Base Wage means the minimum as set out in Schedule A. Base W not include specified allowances during the course of the employe

Ordinary Hours means an employ

Parties means:

- (a) the Employer;
- (b) the categories of employees
- (c) the Unions.

Related Body Corporate mean Corporations Act 2001 (Cth).

Shift means a period of time durin with a start time and a finish time, i

6. No further claims commitmen

The parties to this Agreement und neither party will seek any char Agreement or seek further remune for the duration of this Agreement.

7. Objectives of the agreement

The objectives of this agreement a

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

8. Hours of work

- (a) The ordinary hours of work
- (b) Employees may be required by the Employer to complete their
- (c) A standard shift will not be ... and allowances shall apply

9. Remuneration

- (a) This is a minimum rates at which is in accordance with
- (b) Any allowance, penalty or above the minimum rates s
- (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 time to time subject to com of the Employer. Bonus p employee's remuneration fo
- (f) Remuneration will be paid specified by the employee.

10. Allowances

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

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

11. Employee categories

11.1 Permanent employee

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

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11.2 Casual employee

- (a) Due to the nature of the numbers of employees due employment.
- (b) The term **casual employee** as such. Casual workers per Shift. A casual worker employees shall be paid also receive a [insert personal/carers leave, and employees also will not a employment related bene
- (c) Clauses 15 (annual leave (category transfers) do not

11.3 Category transfers

If an employee's employment status conditions will be determined category.

12. [Optional] Shiftwork

Shiftwork may be used to best n

For the purposes of the National (Cth), a **shiftworker** is defined and public holidays.

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

- (a) [insert criteria].

13. Probation employment

Employees will complete a s permanent employment.

During this period, the employ training needs will be assessed.

During the probationary period, one week's notice or payment employees who are employed b is in addition to any other rights under this Agreement.

14. Overtime and penalties

Any overtime worked shall be as

- (a) [insert criteria].

15. Annual leave

- (a) Full-time employees are e service with the Employer
- (b) Shiftworkers are entitled t
- (c) Annual leave will accrue full-time and part-time e employment. Accrued pro Employer's approval.

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- (iii) a copy of the Flexibility Agreement after it is made.
- (e) A Flexibility Agreement giving the other employee may agree on a

29. Consultation

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

The following consultation procedure shall apply:

- (a) the Employer must advise employees if changes 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 employees an opportunity to make representations;
- (d) the Employer will not be bound by representations contrary to its interests; and
- (e) employees will be entitled to be consulted under the consultation procedure.

30. Union right of entry

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

31. Union encouragement / protection

- (a) The Employer recognises the right of employees to join a Union.
- (b) The Employer will take reasonable steps to encourage their Union membership and to protect their Union membership rights:
 - (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 the Flexibility Agreement;
 - (iv) advise that they are entitled to be consulted on their wages and for

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