

Form 40 Version 2	Application for certification of agreement Industrial Relations Act 1999, section 156 <i>(Form to apply for certification of an agreement)</i>	R.139(1)
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QUEENSLAND INDUSTRIAL RELATIONS COMMISSION
Industrial Relations Act 1999,s 156.

Northey Street City Farm Association Inc (ABN: 16 494 592 971)

AND

The Employees of Northey Street City Farm Association Inc
(No.CA of 2006)

**APPLICATION FOR CERTIFICATION OF THE NORTHEY STREET CITY FARM
ASSOCIATION INC - CERTIFIED AGREEMENT 2006**

TO: The Industrial Registrar, Industrial Registry, Level 18, Central Plaza 2, 66 Eagle Street,
(Corner Creek and Elizabeth Streets), Brisbane 4000, GPO Box 373, Brisbane Q 4001
Phone: (07) 3227 8060, Fax: (07) 3221 6074

THE AGREEMENT, attachment A, having been made under the *Industrial Relations Act 1999* on
5 October 2006, **BETWEEN** Northey Street City Farm Association Inc (ABN: 16 494 592 971)
AND the Employees of Northey Street City Farm Association Inc.

All the parties to the agreement now seek certification of the agreement under chapter 6, part 1 of
the Act. The information required under the Industrial Relations Regulations 2000, section 9 and
any other information in support of the application is set out in the affidavit of Virginia Balmain
which is the attachment marked B.

Signed an behalf of the applicant

Virginia Balmain
Dated: 5 October 2006

Form 40, R.139(1).

ATTACHMENT A

**Northey Street City Farm Association Inc Certified Agreement
2006**

QUEENSLAND INDUSTRIAL RELATIONS COMMISSION

INDUSTRIAL RELATIONS ACT 1999, S156

The Employees of Northey Street City Farm Association Inc

and

Northey Street City Farm Association Inc
(ABN: 16 494 592 971)

CA _____ of 2005

PART 1 - APPLICATION AND OPERATION

1.1 Title

This Agreement is known as the Northey Street City Farm Association Inc Certified Agreement 2006.

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1.3 Date of operation

This agreement, certified on/....../....., shall be in operation from the date of certification until the 31 October, 2008.

The Agreement will continue to apply beyond its expiration date until terminated or replaced with another agreement

1.4 Coverage

1.4.1 This Agreement applies to all employees engaged by Northey Street City Farm Association Inc throughout the State of Queensland.

1.4.2 The lodgement of this agreement replaces and cancels all other agreements in operation as at the date of lodgement of this agreement.

1.5 Parties bound

This agreement is legally binding upon the Northey Street City Farm Association Inc hereinafter referred to as “the employer”, and the employees as prescribed by clause 1.4.

PART 2 - AIM

This agreement seeks to promote mutually beneficial relationships between the employer and the employee.

The employee supports the ethos that work is joyful, creative and meaningful, that it contributes to healing the planet, strengthening community and fostering co-operative rather than hierarchical relationships.

PART 3 - COMMUNICATION, CONSULTATION AND DISPUTE SETTLING PROCEDURES

3.1 Grievance and dispute settling procedure

The matters to be dealt with in this procedure shall include all grievances or disputes between an employee and an employer in respect to any industrial matter and all other matters that the parties agree on. Such procedures shall apply to a single employee or to any number of employees.

- 3.1.1 In the event of an employee having a grievance or dispute the employee shall in the first instance attempt to resolve the matter with the immediate supervisor, who shall respond to such request as soon as reasonably practicable under the circumstances. Where the dispute concerns alleged actions of the immediate supervisor the employee/s may bypass this level in the procedure.
- 3.1.2 If the grievance or dispute is not resolved under clause 3.1.1, the employee or the employee's representative may refer the matter to the next higher level of management for discussion. Such discussion should, if possible, take place within 24 hours after the request by the employee or the employee's representative.
- 3.1.3 If the grievance involves allegations of unlawful discrimination by a supervisor the employee may commence the grievance resolution process by reporting the allegations to the next level of management beyond that of the supervisor concerned. If there is no level of management beyond that involved in the allegation the employee may proceed directly to the process outlined at clause 3.1.5.
- 3.1.4 If the grievance or dispute is still unresolved after discussions mentioned in clause 3.1.2, the matter shall, in the case of a member of a Union, be reported to the relevant officer of that Union and the senior management of the employer or the employer's nominated industrial representative. An employee who is not a member of the Union may report the grievance or dispute to senior management or the nominated industrial representative. This should occur as soon as it is evident that discussions under clause 3.1.2 will not result in resolution of the dispute.
- 3.1.5 If, after discussion between the parties, or their nominees mentioned in clause 3.1.4, the dispute remains unresolved after the parties have genuinely attempted to achieve a settlement thereof, then notification of the existence of the dispute is to be given to the Commission in accordance with the provisions of the Act.
- 3.1.6 Whilst all of the above procedure is being followed, normal work shall continue except in the case of a genuine safety issue.
- 3.1.7 The *status quo* existing before the emergence of the grievance or dispute is to continue whilst the above procedure is being followed.
- 3.1.8 All parties to the dispute shall give due consideration to matters raised or any suggestion or recommendation made by the Commission with a view to the prompt settlement of the dispute.
- 3.1.9 Any Order or Decision of the Commission (subject to the parties' right of appeal under the Act) will be final and binding on all parties to the dispute.
- 3.1.10 Discussions at any stage of the procedure shall not be unreasonably delayed by any party, subject to acceptance that some matters may be of such complexity or importance that it may take a reasonable period of time for the appropriate response to be made. If genuine discussions are unreasonably delayed or hindered, it shall be open to any party to give notification of the dispute in accordance with the provisions of the Act.

PART 4 - EMPLOYER AND EMPLOYEES' DUTIES, EMPLOYMENT RELATIONSHIP AND RELATED ARRANGEMENTS

4.1 Employment categories

Upon engagement, an employer shall provide each new employee (except a casual employee) with a written contract of employment which specifies:

- (a) An outline of the main duties of the position;
- (b) The employee's regular hours of work and the employee's normal span of hours for ordinary duty.
- (c) The employee's classification and rate of pay pursuant to this agreement;
- (d) The length of any probationary period which might apply and the final working date of the probation period; and

- (e) The nature and detail of engagement in accordance with the following.
 - (i) full-time;
 - (ii) part-time (as prescribed in clause 4.2);
 - (iii) casual (as prescribed in clause 4.3); or
 - (iv) project based (as prescribed in clause 4.4).

4.2 Part-time employment

Part-time employees may be engaged on the following terms:

- (a) A part-time employee means a full-time employee who is engaged to work on pre-determined days of the week for a regular number of hours, being more than 4 but less than 32 hours per week. Except as hereinafter provided, all conditions provided for full-time employees shall apply to part-time employees.
- (b) Part-time employees shall be paid an hourly rate equal full-time rate prescribed by this Agreement for the classification under which they are engaged.
- (c) A part-time employee who works in excess of the ordinary daily or full-time hours prescribed in the contract of employment shall be paid overtime in accordance with clause 6.4 (Overtime).
- (d) Part-time employees shall be entitled to receive *pro rata* entitlements to annual leave, sick leave, bereavement leave, and long service leave, in accordance with the provisions contained in this Agreement.
- (e) Part-time employees shall be entitled to receive payment for ordinary hours they would have otherwise worked on any public holiday on which they would have been ordinarily rostered for duty.

4.3 Casual employment

- 4.3.1 A casual employee means an employee who is engaged and paid as such.
- 4.3.2 An employee engaged as a casual employee shall be engaged for a minimum period of two consecutive hours for each period of engagement.
- 4.3.3 The ordinary hours for a casual employee shall be within the ordinary span of hours specified in this agreement. A casual employee shall be paid for such hours worked at the ordinary rate of pay plus a loading of 23%.

4.4 project based employment

A project based employee is an employee who is engaged for a fixed and definable project. A project based employee may be engaged to work on either a full-time or part-time basis for the completion of a specified task(s) or project. At the completion of the project or where funding for a project is cancelled the employee's employment with the company will cease unless the employer offers on going work on a further project or as an employee on another employment type as defined in clause 4.1.

Funding for project based positions is obtained through various sources and may be subject to project performance. The employee will be informed as soon as possible if ongoing funding for the project is unlikely.

If the project finishes prematurely due to insufficient funds or failure to obtain renewal in funding, the employer will provide the employee with two weeks notice in writing.

Notwithstanding the above, a project based employee will be entitled to the same entitlements as for a full time employee.

If a project based employee is subsequently appointed to a permanent position with the employer, any period of the project based contract completed immediately prior to the commencement of the permanent position shall be recognised as service with the employer for calculating leave, provided that the employee has not taken or received payment in lieu of leave

4.5 Two classes of work

Where any person on any one day performs 2 or more classes of work to which a differential rate fixed by this Agreement is applicable, such person, if employed for more than 4 hours on the class or classes of work carrying a higher rate, shall be paid in respect of the whole time during which they work on that day at the same rate, which shall be at the highest rate fixed by this Agreement in respect of any of such classes of work, and if employed for 4 hours or less on the class or classes of work which carry a higher rate, they shall be paid for such highest rate for 4 hours.

4.6 Incidental or peripheral tasks

4.6.1 Employee shall perform work as required by the employer provided that such work is reasonably within that employee's limits of such skills, competence and training:

Provided further that employees shall use tools and equipment as required by the employer subject to appropriate training having been given.

4.6.2 Any direction issued by the employer pursuant to clause 4.6.1 shall be consistent with the employer's responsibility to provide a safe and healthy working environment.

4.7 Anti-discrimination

4.7.1 It is the intention of the parties to this Agreement to prevent and eliminate discrimination, as defined by the *Anti-Discrimination Act 1991* and the *Industrial Relations Act 1999* as amended from time to time, which includes:

- (a) discrimination on the basis of sex, marital status, family responsibilities, pregnancy, parental status, age, race, impairment, religion, political belief or activity, trade union activity, lawful sexual activity and association with, or relation to, a person identified on the basis of the above attributes;
- (b) sexual harassment; and
- (c) racial and religious vilification.

4.7.2 Accordingly, in fulfilling their obligations under the grievance and disputes settling procedure in clause 3.1 the parties to this Agreement must take reasonable steps to ensure that neither the Agreement provisions nor their operation are directly or indirectly discriminatory in their effects.

4.7.3 Under the *Anti-Discrimination Act 1991* it is unlawful to victimise an employee because the employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.

4.7.4 Nothing in clause 4.7 is to be taken to affect:

- (a) any different treatment (or treatment having different outcomes) which is specifically exempted under the *Anti-Discrimination Act 1991*; or
- (b) an employee, employer or registered organisation, pursuing matters of discrimination, including by application to the Human Rights and Equal Opportunity Commission/Anti-Discrimination Commission Queensland.

4.8 Termination of employment

4.8.1 *Statement of employment*

The employer shall, in the event of termination of employment, provide upon request to the employee who has been terminated a written statement specifying the period of employment and the classification or type of work performed by the employee.

4.8.2 *Termination by employer*

- (a) The employer may dismiss an employee only if the employee has been given the following notice:

Period of Continuous Service
Not more than 1 year

Period of Notice
1 week

More than 1 year but not more than 3 years	2 weeks
More than 3 years but not more than 5 years	3 weeks
More than 5 years	4 weeks

(b) In addition to the notice in (a) above, employees 45 years old or over and who have completed at least two years' continuous service with the employer shall be entitled to an additional week's notice.

(c) Payment in lieu of notice shall be made if the appropriate notice is not given:

Provided that employment may be terminated by part of the period of notice specified and part payment in lieu thereof.

(d) In calculating any payment in lieu of notice the minimum compensation payable to an employee will be at least the total of the amounts the employer would have been liable to pay the employee if the employee's employment had continued until the end of the required notice period. The total must be worked out on the basis of:

- (i) the ordinary working hours to be worked by the employee; and
- (ii) the amounts payable to the employee for the hours including for example allowances, loadings and penalties; and
- (iii) any other amounts payable under the employee's employment contract.

(e) The period of notice in this clause shall not apply in the case of dismissal for misconduct or other grounds that justify instant dismissal, or in the case of a casual employee, or an employee engaged by the hour or day, or an employee engaged for a specific period or tasks.

4.8.3 *Notice of termination by employee*

The notice of termination required to be given by an employee shall be 2 days. If an employee fails to give notice, the employer shall have the right to withhold monies due to the employee with a maximum amount equal to the amount the employee would have received under clause 4.8.2(d) for a period of notice of 2 days.

4.8.4 The notice periods prescribed in clauses 4.8.2 and 4.8.3 shall not be counted as annual leave.

4.8.5 *Time off during notice period*

During the period of notice of termination given by the employer, an employee shall be allowed up to one day's time off without loss of pay for the purpose of seeking other employment. This time off shall be taken at times that are convenient to the employee after consultation with the employer.

4.9 Introduction of changes

4.9.1 *Employer's duty to notify*

(a) Where an employer decides to introduce changes in production, program, organisation, structure or technology, that are likely to have significant effects on employees, the employer shall notify the employees who may be affected by the proposed changes and, where relevant, their Union or Unions.

(b) 'Significant effects' includes termination of employment, major changes in the composition, operation or size of the employer's workforce or in the skills required; the elimination or diminution of job opportunities or job tenure; the alteration of hours of work; the need for retraining or transfer of employees to other work or locations and the restructuring of jobs:

Provided that where the Agreement makes provision for alteration of any of the matters referred to herein an alteration shall be deemed not to have significant effect.

4.9.2 *Employer's duty to consult over change*

(a) The employer shall consult the employees affected and, where relevant, their Union or Unions about the introduction of the changes, the effects the changes are likely to have on employees (including the number and categories of employees likely to be dismissed, and the time when, or the period over which, the employer intends to carry out the dismissals), and the ways to avoid or minimise the effects of the changes (e.g. by finding alternate employment).

- (b) The consultation must occur as soon as practicable after making the decision referred to in clause 4.9.1.
- (c) For the purpose of such consultation the employer shall provide in writing to the employees concerned and, where relevant, their Union or Unions, all relevant information about the changes including the nature of the changes proposed, the expected effects of the changes on employees, and any other matters likely to affect employees, provided that any employer shall not be required to disclose confidential information, the disclosure of which would be adverse to the employer's interests.

4.10 Redundancy

4.10.1 Consultation before terminations

- (a) Where the employer decides that the employer no longer wishes the job the employee has been doing to be done by anyone, and this is not due to the ordinary and customary turnover of labour, and that decision may lead to termination of employment, the employer shall consult the employee directly affected and where relevant, their Union or Unions.
- (b) The consultation shall take place as soon as it is practicable after the employer has made a decision, which will invoke the provisions of clause 4.10.1(a) and shall cover the reasons for the proposed terminations, measures to avoid or minimise the terminations and/or their adverse affects on the employees concerned.
- (c) For the purpose of the consultation the employer shall, as soon as practicable, provide in writing to the employees concerned and, where relevant, their Union or Unions, all relevant information about the proposed terminations including the reasons for the proposed terminations, the number and categories of employees likely to be affected, the number of workers normally employed and the period over which the terminations are likely to be carried out:

Provided that any employer shall not be required to disclose confidential information, the disclosure of which would be adverse to the employer's interests.

4.10.2 Transfer to lower paid duties

- (a) Where an employee is transferred to lower paid duties for reasons set out clause 4.10.1 the employee shall be entitled to the same period of notice of transfer as the employee would have been entitled to if the employee's employment had been terminated under clause 4.10.
- (b) The employer may, at the employer's option, make payment in lieu thereof of an amount equal to the difference between the former amounts the employer would have been liable to pay and the new lower amount the employer is liable to pay the employee for the number of weeks of notice still owing.
- (c) The amounts must be worked out on the basis of:
 - (i) the ordinary working hours to be worked by the employee; and
 - (ii) the amounts payable to the employee for the hours including for example, allowances, loadings and penalties; and
 - (iii) any other amounts payable under the employee's employment contract.

4.10.3 Transmission of business

- (a) Where a business is transmitted from the employer (transmitter) to another employer (transmittee), and an employee who at the time of such transmission was an employee of the transmitter of the business, becomes an employee of the transmittee:
 - (i) the continuity of the employment of the employee shall be deemed not to have been broken by reason of such transmission; and
 - (ii) the period of employment which the employee has had with the transmitter or any prior transmitter shall be deemed to be service of the employee with the transmittee.
- (b) In clause 4.10.3, 'business' includes trade, process, business or occupation and includes a part or subsidiary (which means a corporation that would be taken to be a subsidiary under the Corporations Law, whether or not the Corporations Law applies in the particular case) of any such business and 'transmission' includes transfer,

conveyance, assignment or succession whether by agreement or by operation of law and 'transmitted' has a corresponding meaning.

4.10.4 *Time off during notice period*

- (a) Where a decision has been made to terminate an employee in the circumstances outlined in clause 4.10.1, the employee shall be allowed up to one day's time off without loss of pay during each week of notice for the purpose of seeking other employment.
- (b) If the employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the employee shall, at the request of the employer, be required to produce proof of attendance at an interview or the employee shall not receive payment for the time absent. For this purpose a statutory declaration will be sufficient.

4.10.5 *Notice to Centrelink*

Where a decision has been made to terminate employees in the circumstances outlined in clause 4.10.1, the employer shall notify Centrelink as soon as possible giving all relevant information about the proposed terminations, including a written statement of the reasons for the terminations, the number and categories of the employees likely to be affected, the number of workers normally employed and the period over which the terminations are intended to be carried out.

4.10.6 *Severance pay*

- (a) In addition to the period of notice prescribed for ordinary termination in clause 4.10.2(a), and subject to further order of the Commission, an employee whose employment is terminated for reasons set out in clause 4.10.1(a), shall be entitled to the following amounts of severance pay:

Period of Continuous Service	Severance Pay (weeks' pay)
Less than 1 year	nil
1 year but not more than 2 years	4
More than 2 years but not more than 3 years	6
More than 3 years but not more than 4 years	7
More than 4 years but not more than 5 years	8
More than 5 years but not more than 6 years	9
More than 6 years but not more than 7 years	10
More than 7 years but not more than 8 years	11
More than 8 years but not more than 9 years	12
More than 9 years but not more than 10 years	13
More than 10 years but not more than 11 years	14
More than 11 years but not more than 12 years	15
More than 12 years	16

- (b) 'Weeks' Pay' means the ordinary time rate of pay for the employee concerned:

Provided that the following amounts are excluded from the calculation of the ordinary time rate of pay: overtime, penalty rates, disability allowances, shift allowances, special rates, fares and travelling time allowances, bonuses and any other ancillary payments.

4.10.7 *Superannuation benefits*

The employer may make an application to the Commission for relief from the obligation to make severance payments in circumstances where:

- (a) the employer has contributed to a superannuation scheme which provides a particular benefit to an employee in a redundancy situation; and
- (b) the particular benefit to the employee is over and above any benefit the employee might obtain from any legislative scheme providing for superannuation benefits (currently the federal Superannuation Guarantee levy) or an agreement based superannuation scheme.

4.10.8 *Employee leaving during notice*

An employee whose employment is terminated for reasons set out in clause 4.10.1(a), may terminate such employment during the period of notice, and, if so, shall be entitled to the same benefits and payments under this clause had such employee remained with the employer until the expiry of such notice:

Provided that in such circumstances the employee shall not be entitled to payment in lieu of notice.

4.10.9 *Alternative employment*

The employer, in a particular case, may make application to the Commission to have the general severance pay prescription amended if the employer obtains acceptable alternative employment for an employee.

4.10.10 *Employees with less than one year's service*

Clause 4.10 shall not apply to employees with less than one year's continuous service and the general obligation on the employer should be no more than to give relevant employees an indication of the impending redundancy at the first reasonable opportunity, and to take such steps as may be reasonable to facilitate the obtaining by the employees of suitable alternative employment.

4.10.11 *Employees exempted*

Clause 4.10 shall not apply:

- (a) where employment is terminated as a consequence of misconduct on the part of the employee; or
- (b) to employees engaged on project based employment; or
- (c) to casual employees.

4.10.12 *Exemption where transmission of business*

- (a) The provisions of clause 4.10.6 are not applicable where a business is transmitted from the employer (transmittor) to another employer (transmittee), in any of the following circumstances:
 - (i) where the employee accepts employment with the transmittee which recognises the period of continuous service which the employee had with the transmittor, and any prior transmittor, to be continuous service of the employee with the transmittee; or
 - (ii) where the employee rejects an offer of employment with the transmittee:
 - (A) in which the terms and conditions are substantially similar and no less favourable, considered on an overall basis, than the terms and conditions applicable to the employee at the time of ceasing employment with the transmittor; and
 - (B) which recognises the period of continuous service which the employee had with the transmittor and any prior transmittor to be continuous service of the employee with the transmittee.
- (b) The Commission may amend clause 4.10.13(a)(ii) if it is satisfied that it would operate unfairly in a particular case, or in the instance of contrived arrangements.

4.10.13 *Incapacity to pay*

The employer in a particular redundancy case may make application to the Commission to have the general severance pay prescription amended on the basis of the employer's incapacity to pay.

4.11 Continuity of service - transfer of calling

In cases where a transfer of calling occurs, continuity of service should be determined in accordance with sections 67-71 of the Act, as amended from time to time.

4.12 Performance Appraisal

There will be programmed assessment of performance of all employees by the employer and including an annual review for permanent full time and part time employees.

Management Committee will also undergo review and appraisal and feed back to the Staff. The annual review and programmed assessment will be in a format as agreed with staff each year.

4.13 Health and Safety

The employee is required to:

- take adequate precautions for his or her own safety on the job by conducting themselves safely in the workplace.
- wear appropriate safety clothing or equipment provided by the employer and by taking directions from the WH&S officer where appropriate;
- take adequate precautions for other person's safety.

If required for the employee's position, safety training will be provided by the employer.

Any safety issues or concerns must be reported as soon as possible to the WH&S officer.

4.14 Equipment

Equipment provided by the employer remains the property of the employer.

All employees, under the co-ordination of the Infrastructure and Site Maintenance Co-ordinator shall be responsible for the safe keeping and maintenance (other than cost of maintenance) of the employer's equipment.

4.15 Intellectual Property

Guided by the principal ethics of Permaculture, any techniques and methods employed by the employer to further the aims of the Permaculture movement may be used elsewhere or in any future endeavour by an employee to further the above aims.

Any Techniques and methods originating in the Northey Street City Farm will likewise not be subject to protection of intellectual property rights by any other individual or organization.

Any written material created by a member or members of Northey Street City Farm may only be reproduced with permission from those who generated that material. Files, documents and data either electronic or hard copy remains the property of the employer and must be returned at the end of employment.

The name Northey Street City Farm may not be used for personal gain or by any other organization and remains the property of the employer.

Any innovations originating at Northey Street City Farm may not be reproduced for individual profit and remain the intellectual property of the employer, the enterprise group or individual who created it.

4.16 Conflict of Interest

The employee warrants that, at the date of signing this agreement, no situation which the employer may reasonably consider to be a conflict of interest exists or is likely to arise in the performance of the employee's obligations under this agreement.

If, during the term of this agreement, such a situation arises, the employee undertakes to notify the employer immediately in writing of that conflict or risk.

For the purposes of this agreement, a *conflict of interest* include:

- An actual or potential conflict of interest; or
- A real or perceived conflict of interest;
- Where the employee receives or may receive a direct or indirect financial or personal benefit.

Examples include:

- Participating in, authorising or knowing of the existence of a transaction between the employer and another party through which the employee will receive a direct or indirect financial or personal benefit;
- Undertaking a business or other activity that is in competition with the activities or interests of the employer.

The employee shall be deemed to be in serious breach of this agreement if:

- The employee fails to notify the employer in writing that a conflict of interest exists in the performance of the employee's obligations under this agreement; or
- The employee fails to rectify a conflict of interest to the satisfaction of the employer.

Same applies to the conflict of interest of Management Committee Members.

4.17 Savings

Nothing in this agreement shall in itself operate to reduce the existing award rights of an employee, which were in existence immediately prior to or at the commencement of this agreement in respect of allowable matters.

PART 5 - WAGES AND WAGE RELATED MATTERS

5.1 CLASSIFICATION STRUCTURE

5.1.1 Classification/Reclassification of Positions

(a) Positions will be classified in accordance with the following:

Classification	Relativity	Positions/job
NSCFW1	90%	Coffee Shop assistant, Grounds Cleaner, Nursery Assistant, or new employee not otherwise listed
NSCFW2	100%	Membership Coordinator, Office Administrator, Volunteer Coordinator, Coordinator 1, any other employee not otherwise listed, or any employee with 5 years service with the employer
NSCFW3	110%	Coffee Shop Manager, Kitchen Manager, Nursery Manager, Financial Administrator, Market Coordinator, Coordinator 2, or any other employee with 10 years service with the employer

(b) The employer may appoint an employee on a paypoint other than the entry point based on an employee's previous relevant experience.

(c) An employee may make a written application for reclassification of his or her position where there has been either:

(i) Significant and identifiable changes in the nature of work and duties performed; or

(ii) Significant changes in the skills, knowledge and experience required when undertaking the duties.

(iii) Significant increases in responsibilities; or

(d) Should an employee be successful in his or her position being reclassified the date of effect shall be the date of lodgement of the application.

(e) An employee may request a person of his or her choice to represent him or her and to be party to any discussions with the employer concerning an application for reclassification.

5.1.2 Staff Development and Progression

Incremental progression

An employee shall be entitled to an additional 2% above their current classification relativity (to a maximum of an accumulated 8%) when the following has been met:

(a) Either

(i) In the case of a full time employee, that employee has been paid at the same rate for twelve months; or

- (ii) In the case of a part time or casual employee, that employee has worked 800 ordinary hours and been paid for twelve months on that paypoint; and
- (b) The employee has given satisfactory service over the preceding twelve months; and
- (c) The employee has, on assessment, acquired and is required by the employer to utilise new and/or enhanced skills within the ambit of the level definition for his/her position or other skills where agreed at the staff development/performance review, and this has been certified in writing following, and as part of, the assessment process.

In cases where the review is delayed the anniversary date (for full time employees) or the expiration of 800 ordinary hours and 12 months service (for part time or casual employees), shall not be changed and the increase, if any, will be paid retrospectively to the anniversary date or the expiration of 800 ordinary hours.

Movement to a higher classification shall only occur by way of promotion or reclassification.

Staff Development/Performance Review

An annual Staff Development/Performance Review shall be conducted for all employees. The review shall be confidential, and, without limiting the scope, is intended to identify:

- (i) The new or enhanced skills required by the employer, if any, together with proposed competency levels required where appropriate;
- (ii) Any development and expansion anticipated by the employer for the employee in his/her position both in the short term and the longer term;
- (iii) Current training needs to be undertaken to meet organisation objectives in both the short and long term to enable an employee to meet the standards of his/her existing position;
- (iv) The performance objectives required;
- (v) Current performance.

An employee who has been absent in excess of three months in aggregate shall have the review delayed by the period of absence.

5.2 Wage rates

The rates of pay and allowances will increase as follows (Based on rates applicable at the date of certification)

Date of certification	+4%
01.07.2007	+4%
01.07.2008	+4%

The minimum hourly rates of wages payable to the following classes of employees shall be:

Classification	Relativity	Date of certification	1 July 2007	1 July 2008
NSCFW1	90%	\$ 20.79	\$ 21.62	\$ 22.48
NSCFW2	100%	\$ 23.10	\$ 24.02	\$ 24.98
NSCFW3	110%	\$ 25.41	\$ 26.42	\$ 27.48

5.3 Payment of wages

- 5.3.1 Payment of wages shall be made fortnightly in the employer's time.
- 5.3.2 Wages will be paid by electronic funds transfer into an employee's nominated bank or building society account.

5.4 Superannuation

The subject of superannuation contributions is dealt with extensively by legislation including the Superannuation Guarantee (Administration) Act 1992, the Superannuation Guarantee Charge Act 1992, the Superannuation Industry (Supervision) Act 1993 and the Superannuation (Resolution of Complaints) Act 1993 (collectively the superannuation legislation). This legislation, as varied from time to time, governs the superannuation rights and obligations of the parties.

5.4.1 Definitions

Ordinary Time Earnings for the purposes of this clause includes:

- classification rate;
- Over-award payment;
- Casual loading in respect of casual employees.

Ordinary time earnings does not include bonuses, commission, payment for overtime or other extraordinary payment, remuneration or allowance.

Fund, for the purposes of this clause, means any approved Fund which meets the requirements of the Superannuation Industry (Supervision) Act 1993 as a complying Fund for occupational superannuation, which an individual employer chooses in consultation with its employees.

Eligible Employee means any person employed under this agreement on a full time, part-time or casual basis who earns more than \$450 gross per month .

5.4.2 Employer Contributions

In accordance with the governing rules of the relevant Fund, the employer shall make such superannuation contributions for the benefit of an employee as will avoid the employer being required to pay superannuation guarantee charge under the superannuation legislation with respect to that employee. For the purposes of the superannuation legislation, an employee's ordinary time earnings are intended to provide that employee's notional earnings base.

5.4.3 Absence from work

Paid leave

Subject to the Trust Deed of the fund of which the employee is a member, absences from work will be treated in the following manner. Contributions shall continue whilst a member of the fund is absent on paid leave such as annual leave, long service leave, public holidays, jury service, sick leave and bereavement leave.

Unpaid leave

Contributions shall not be required to be made in respect of any absence from work without pay.

Work related injury and sickness

In the event of an eligible employee's absence from work due to work related injury or sickness, contributions will continue for the period of the absence (subject to a maximum of 52 weeks' total absence for each injury or sickness) provided that the member of the fund (employee) is receiving payments pursuant to the Queensland Workers' Compensation Legislation.

5.4.4 The applicable rates of contribution to a Fund for an eligible employee are 9%

5.5 Leading hands

A NSCFW1 or NSCFW2 Employee appointed as leading hands shall be paid in addition to the prescribed full-time rates:

	Date of certification	1 July 2006	1 July 2007	1 July 2008
	Per Day	Per Day	Per Day	Per Day
In charge of 2 to 5 employees	\$ 2.72	\$ 2.83	\$ 2.94	\$ 3.06
In charge of 5 to 10 employees	\$ 3.39	\$ 3.53	\$ 3.67	\$ 3.81
In charge of over 10 employees	\$ 4.58	\$ 4.76	\$ 4.95	\$ 5.15

Such extra payments shall be treated as part of the full-time wage rate for all purposes of this Agreement:

Provided that an employee employed as a leading hand for less than a week shall be paid the extra rate for the time actually worked in that capacity with a minimum payment as for 4 hours on any one day.

5.6 Salary Packaging

The employer will introduce salary packaging for employees covered by this agreement. Employee participation in salary packaging is optional. New employees will also be able to access salary packaging if they wish to do so. All employees who elect to package their salary will do so under the conditions of his clause.

The employer will enter into arrangements with third party providers for the provision of a salary packaging service to employees. The employer will endeavour to ensure that any third party provider is reputable and provides a flexible range of salary packaging services. The employer will also endeavour to negotiate the lowest possible administrative costs charged by the provider and that are borne by the employee in association with their salary packaging arrangement. The administrative costs applicable at the time of certification of this agreement will not be increased during the life of the agreement.

Employees will be required to pay any administrative costs associated with salary packaging. By exception, and to encourage take up of salary packaging, the employer will pay, on behalf employees, a base maintenance fee of \$100 where this fee is incurred by the employee in relation to establishing a salary package for an FBT year or part year. A salary package established under these conditions will, when viewed objectively, be no less favourable than the entitlements otherwise available under this agreement, and will be subject to the following provisions:

- The employer will ensure that the structure of any salary package complies with taxation and other relevant laws;
- The employer will confirm in writing to the employee the current salary payable to the employee under this agreement;
- The employer will advise the employee, in writing of his/her right to choose payment of that salary referred to in the above paragraph instead of utilising salary packaging;
- The employer will advise the employee, in writing, that all the conditions of this agreement, other than the salary, will continue to apply;
- The employer will advise the employee, in writing, that he/she should seek independent financial advice prior to entering into a salary packaging arrangement;
- The employee may salary package up to the legislated limit set for exemption from fringe benefits tax;
- The configuration of the salary package will remain in force for the period agreed between the employee and the employer;
- The employee may consult with a representative of their union before entering in to a salary packaging agreement;
- In the event that the employer ceases to attract exemption from payment of fringe benefits tax, all salary packaging arrangements will be terminated and individual employees' salaries will revert to those specified in this agreement. The employer will give employees the maximum amount of notice of these circumstances possible, provided that the employer will endeavour to ensure that no less than 2 months notice will be provided;
- In the event that the employee ceases to be employed by the employer, this agreement will cease to apply as at the date of termination and all leave entitlements due on termination will be paid at the salary rates in accordance with this agreement (i.e. their unpackaged rate). Any outstanding benefit to which the employee is entitled under this agreement upon termination shall be paid to coincide with the date of termination;
- The calculation of entitlements concerning the employee's occupational superannuation (the superannuation guarantee) will be based on the value of the employee's salary before salary packaging;
- Any salary increases, which are granted to employees under this agreement, shall also apply to the employee who enters into salary packaging arrangements in accordance with this clause.

PART 6 - HOURS OF WORK, BREAKS, OVERTIME, SHIFT WORK, WEEKEND WORK

6.1 Hours of work

- 6.1.1 The ordinary hours of work shall be an average of 32 per week, to be worked on one of the following basis 32 hours within a work cycle not exceeding 7 consecutive days. Unless directed otherwise by the employer, the hours of work are flexible.
- 6.1.2 The ordinary working hours for employees shall not exceed 8 hours per day to be worked continuously exclusive of meal breaks between the hours of 5.00 a.m. and 7.00 p.m. on any 5 consecutive days between Monday to Sunday inclusive. The minimum payment for a casual employee is 2 hours work for each engagement.
- (a) Any arrangement of hours which includes a Sunday as ordinary hours shall be subject to agreement between the employer and the employees concerned.
- (b) The ordinary starting and ceasing times of various groups of employees or individual employees, may be staggered provided that there is agreement between the employer and the employees directly affected.

Employees are required to observe the nominated starting and finishing times for work days, including designated breaks to maximise available working time. Preparation for work and cleaning up of the employee's person shall be in the employee's time.

6.2 Meal breaks

The time allowed for a meal shall not be less than one half-hour and not more than one hour, and shall be taken between the 3rd and 6th hours after commencing work.

6.3 Rest pauses

- 6.3.1 Each employee covered by this Agreement shall be entitled to a rest pause of 10 minutes' duration in the employer's time in the first and second half of their daily work. Such rest pauses shall be taken at such times as will not interfere with continuity of work, where continuity is necessary:
- 6.3.2 Where there is agreement between the employer and the majority of employees, periods of work can be re-arranged by moving or combining rest pauses so there is less disruption to the daily work.

6.4 Overtime

- 6.4.1 Authorisation in writing from the employer must be obtained for work in addition to the base hours of work or outside the normal hours.

All time worked in excess of the ordinary weekly working hours or outside the time specified in clause 6.1 or outside the hours specified in the employee's roster shall be deemed overtime and paid for at the rate of time and a-half for the first 3 hours and double time thereafter.

Except where otherwise provided all overtime worked on a Saturday shall be paid for at the rate of time and a-half for the first 3 hours and double time thereafter, with a minimum of 2 hours' work or payment therefor.

Except where otherwise provided all work done on Sundays shall be deemed overtime and paid for at the rate of double time, with a minimum of 2 hours' work or payment therefor.

- 6.4.2 Where an employee is required to continue working for more than 2 hours after the ordinary ceasing time, they shall be allowed 30 minutes for a meal after the first hour worked, also 30 minutes after each further 4 hours worked.
- 6.4.3 Time off in Lieu (TOIL)

For full time and part time positions, hours worked outside of the normal hours or in addition to the standard week will be treated as TOIL. TOIL will not apply for casual positions.

A credit is carried forward if at the end of the pay period the employee's accumulated hours are more than the base hours that they should have worked. The employee can carry forward (as a credit) an amount of no more the base hours of work from pay period to pay period ie. two weeks.

Where an employee works overtime when the employee has accrued the maximum TOIL entitlement then such overtime will be paid for in accordance with clause 6.4.1.

An employee may access accrued TOIL at a mutually agreed time in consultation with the employer. The employer will not unreasonably withhold access to accrued TOIL.

All accrued TOIL will be paid to an employee at ordinary rates upon termination of employment.

6.5 Timesheet

The employee will maintain a timesheet, in a format as provided by the employer, of the hours of work performed each fortnight. Failure to keep a timesheet may result in the employer directing the employee to work to set hours.

PART 7 - LEAVE OF ABSENCE AND PUBLIC HOLIDAYS

7.1 Annual leave

7.1.1 Every employee (other than a casual employee) covered by this Agreement shall at the end of each year of their employment be entitled to annual leave on full pay of 128 hours for full time employees, pro rata for other employees..

Such annual leave shall be exclusive of any public holiday which may occur during the period of that annual leave and (subject to clause 7.1.5) shall be paid for by the employer in advance:

- (a) In the case of any and every employee in receipt immediately prior to that holiday of ordinary pay at a rate in excess of the ordinary rate payable under this Agreement, at that excess rate; and
- (b) In every other case, at the ordinary rate payable to the employee concerned immediately prior to that leave under this Agreement.

7.1.2 Leave debits

Such leave will be paid and debited on the basis of hours actually taken.

7.1.3 If the employment of any employee is terminated at the expiration of a full year of employment, the employer shall be deemed to have given the leave to the employee from the date of the termination of the employment and shall forthwith pay to the employee in addition to all other amounts due to them, their pay, calculated in accordance with clause 7.1.5, for 152 hours and also their ordinary pay for any public holiday occurring during such period of 152 hours.

7.1.4 If the employment of any employee is terminated before the expiration of a full year of employment, such employee shall be paid, in addition to all other amounts due to them, an amount equal to 1/12th of their pay for the period of their employment calculated in accordance with clause 7.1.5.

7.1.5 Calculation of annual leave pay

In respect to annual leave entitlements to which clause 7.1 applies, annual leave pay (including any proportionate payments), shall be calculated as follows:

- (a) Shift workers - Subject to clause 7.1.5(c), the rate of wage to be paid to a shift worker shall be the rate payable for work in ordinary time according to the employee's roster or projected roster, including Saturday, Sunday or public holiday shifts.
- (b) Leading hands etc. - Subject to clause 7.1.5(c), leading hand allowances and amounts of a like nature otherwise payable for ordinary time worked shall be included in the wages to be paid to employees during annual leave.
- (c) All employees - Subject to the provisions of clause 7.1.5(d), in no case shall the payment by the employer to an employee be less than the sum of the following amounts:

- (i) The employee's ordinary wage rate as described by the Agreement for the period of the annual leave (excluding shift premiums and weekend penalty rates);
 - (ii) Leading Hand Allowance or amounts of a like nature;
 - (iii) A further amount calculated at the rate of 17 1/2% of the amounts referred to in clauses 7.1.5(c)(i) and 7.1.5(c)(ii).
- 7.1.6 Reasonable notice shall be given to each employee of such annual leave becoming due. The employer retains the right to direct an employee to take annual leave where such employee has accrued in excess of 8 weeks annual leave.
- 7.1.7 Except as provided in clause 7.1.4 it shall not be lawful for the employer to give or for any employee to receive payment in lieu of annual leave.

7.2 PERSONAL LEAVE

The provisions of this clause apply to full-time and regular part-time employees (on a pro rata basis) but do not apply to casual employees.

7.2.1 Amount of paid personal leave

- (a) Paid personal leave is available to an employee, other than a casual employee, when they are absent:
 - (i) due to personal illness or injury; or
 - (ii) for the purposes of caring for an immediate family or household member who is sick and requires the employee's care and support or who requires care due to an unexpected emergency.
- (b) The amount of paid personal leave an employee may take is set out below.

7.2.2 Sick Leave

- (a) A full-time employee who becomes sick and unfit for duty shall receive 7.6 hours leave for each completed month of service up to 76 hours leave for each completed year of service. In the case of a part-time employee, sick leave will be a fraction of 76 hours per year based on his/her weekly hours as a proportion of 38 hours.
- (b) The employee must, if required by the employer, establish by the production of a medical certificate or statutory declaration that he/she was unable to work because of injury or personal illness.
- (c) An employee must take all reasonable steps to notify the employer of his/her absence from work prior to the normal commencement time or, if not practicable, as soon as possible after this time.
- (d) Sick leave shall be taken in minimum units of one hour.
- (e) There shall be no payment of portions of leave not taken, on retirement or termination.
- (f) Sickness on accrued day off

Where an employee is sick or injured on the weekday they are to take off in accordance with rostered days off arrangements, they shall not be entitled to sick pay nor will their sick pay entitlements be reduced as a result of the sickness or injury on that day.

- (g) Unused sick leave shall accrue from year to year.

7.2.3 Personal leave to care for an immediate family or household member

Use of personal leave

- (a) An employee is entitled to use their personal leave to care for members of their immediate family or household who are sick and require care and support or who require care due to an unexpected emergency.

- (b) When taking leave to care for members of their immediate family or household who are sick and require care and support, the employee must, if required by the employer, establish by production of a medical certificate or statutory declaration, the illness of the person concerned and that such illness requires care by the employee.
- (c) When taking leave to care for members of their immediate family or household who require care due to an unexpected emergency, the employee must, if required by the employer, establish by production of documentation acceptable to the employer or a statutory declaration, the nature of the emergency and that such emergency resulted in the person concerned requiring care by the employee.

7.2.4 Unpaid personal leave

Where an employee has exhausted all paid personal leave entitlements, they are entitled to take unpaid personal leave to care for members of their immediate family or household who are sick and require care and support or who require care due to an unexpected emergency. The employer and the employee shall agree on the period. In the absence of agreement, the employee is entitled to take up to two days (up to a maximum of 16 hours) of unpaid leave per occasion.

7.2.5 Make up time

An employee may elect, with the consent of their employer, to work make-up time, under which the employee takes time off ordinary hours, and works those hours at a later time, during the spread of ordinary hours provided by the agreement.

7.2.6 Ceremonial Leave

- (a) An employee who is legitimately required by the employee's Aboriginal or Torres Strait Islander tradition to be absent from work for ceremonial purposes shall be entitled to up to ten working days' unpaid leave in any one year. The employee shall be able to establish to the employer that he/she has an obligation under Aboriginal and Torres Strait Islander custom and/or traditional law to participate in ceremonial activities and shall be granted such leave without pay for a maximum period of ten days per year or for such extension granted by the employer. Such leave shall not affect the employee's entitlement to bereavement leave prescribed by clause 7.2.3 of this agreement.
- (b) Approval of all Aboriginal Torres Strait Islander Ceremonial leave will be subject to the employer's convenience and will not unreasonably affect the operation of the project concerned but shall not be unreasonably withheld.

7.2.7 Effect of workers' compensation

If an employee is receiving workers' compensation payments, they are not entitled to personal leave.

7.2.8 Broken service

If an employee is terminated by their employer or a project based employee's employment ceases and such employee is re-engaged by the same employer within a period of 12 months then the employee's unclaimed balance of personal leave shall continue from the date of re-engagement.

7.3 Bereavement leave

7.3.1 Full-time and part-time employees

Full-time and part-time employees shall on the death of a person with whom the employee is in a bona fide domestic relationship (eg. spouse) or parent or child, brother, sister, father-in-law or mother-in-law, grandparent, grandchild or sibling of the employee or his/her spouse, an employee may take leave up to and including the day of the funeral. Three days of any such leave shall be without deduction of pay. The employee will give notice to the employer of his/her intention to take bereavement leave and will provide reasonable proof of death. However, this clause shall not apply for any period the bereavement leave coincides with any other period of leave. Proof of such death is to be furnished by the employee to the satisfaction of the employer.

7.3.2 Long-term casual employees

- (a) A long-term casual employee is entitled to at least 2 days unpaid bereavement leave on the death of a member of the person's immediate family or household in Australia.

- (b) A term "long-term casual employee" is a casual employee engaged by a particular employer, on a regular and systematic basis, for several periods of employment during a period of at least 1 year immediately before the employee seeks to access an entitlement under clause 7.3.2.

7.3.3 "Immediate family" includes:

- (a) a spouse (including a former spouse, a *de facto* spouse and a former *de facto* spouse, spouse of the same sex) of the employee; and
- (b) a child or an adult child (including an adopted child, a foster child, an ex-foster child, a stepchild or an ex-nuptial child), parent, grandparent, grandchild or sibling of the employee or spouse of the employee.

7.3.4 An employee with the consent of the employer may apply for unpaid leave when a member of the employee's immediate family or household in Australia dies and the period of bereavement leave entitlement provided above is insufficient. The employer and employee should agree on the length of the unpaid leave. In the absence of agreement, an employee is entitled to take up to 16 hours unpaid leave.

7.4 Long service leave

All employees covered by this Agreement are entitled to long service leave on full pay based on an accrual of one week for each year of employment. The employee will be paid Long Service Leave entitlements either upon completion of employment (pro rata amount) or after the tenth year of employment. All other entitlements for long service leave shall be subject to, and in accordance with, the provisions of Chapter 2, Part 3, sections 42-58 of the Act as amended from time to time.

7.5 Family leave

Upon completion of one years employment with the employer, the employee is eligible for four weeks paid leave on the birth or adoption of a child by the employee.

In addition to this entitlement the provisions of the Family Leave Agreement apply to and are deemed to form part of this Agreement.

7.5.1 It is to be noted that:

- (a) part-time work can be performed by agreement in the circumstances specified in the Family Leave Agreement;
- (b) a copy of the Family Leave Agreement is required to be displayed in accordance with section 697 of the Act.

7.5.2 The Family Leave Agreement also provides for the terms and conditions of leave associated with:

- (a) Maternity Leave
- (b) Parental Leave
- (c) Adoption Leave
- (d) Special responsibility leave for the care and support of the employee's immediate family or household.

7.6 Public holidays

7.6.1 All work done by any employee on:

- the 1st January;
- the 26th January;
- Good Friday;
- Easter Saturday (the day after Good Friday);
- Easter Monday;
- the 25th April (Anzac Day);
- The Birthday of the Sovereign;
- Christmas Day;
- Boxing Day; or

- any day appointed under the *Holidays Act 1983*, to be kept in place of any such holiday

will be paid for at the rate of double time and a-half with a minimum of 4 hours.

7.6.2 *Labour Day*

All employees covered by this Agreement shall be entitled to be paid a full day's wage for Labour Day (the first Monday in May or other day appointed under the *Holidays Act 1983*, to be kept in place of that holiday) irrespective of the fact that no work may be performed on such day, and if any employee concerned actually works on Labour Day such employee shall be paid a full day's wage for that day and in addition a payment for the time actually worked by them at one and a-half times the ordinary rate prescribed for such work with a minimum of 4 hours.

7.6.3 *Annual show*

All work done by employees in a district specified from time to time by the Minister by notification published in the *Gazette* on the day appointed under the *Holidays Act 1983*, to be kept as a holiday in relation to the annual agricultural, horticultural and/or industrial show held at the principal city or town, as specified in such notification of such district shall be paid for at the rate of double time and a-half with a minimum of 4 hours.

7.6.4 *Double time and a-half*

For the purposes of clause 7.6, where the rate of wages is a full-time rate, "double time and a-half" means one and one-half day's wages in addition to the prescribed full-time rate, or *pro rata* if there is more or less than a day.

7.6.5 *Stand down*

Any employee who, having been dismissed or stood down by their employer during the month of December in any year, shall be re-employed by that employer at any time before the end of the month of January in the next succeeding year shall, if that employee shall have been employed by that employer for a continuous period of 2 weeks or longer immediately prior to being so dismissed or stood down, be entitled to be paid and shall be paid by their employer (at the ordinary rate payable to that employee when so dismissed or stood down) for any one or more of the following holidays, namely, Christmas Day, Boxing Day, and the first day of January occurring during the period on and from the date of their dismissal or standing down to and including the date of their re-employment as aforesaid.

7.6.6 *Substitution*

Where there is agreement between the majority of employees concerned and the employer, and subject to statutory limitations, other ordinary working days may be substituted for the public holidays specified in clause 7.6:

Provided that, where an employee is subsequently required to work on such substituted days, the employee shall be paid at the rate applicable for the holidays that have been substituted.

7.6.7 All indigenous Australian employees shall, in substitution for a public holiday specified within this clause, be entitled to the National Aboriginal Day of Celebration as a public holiday without loss of pay on the day it is celebrated in the State in which the employee is employed. Provided that by mutual agreement in lieu of this day being taken as a substituted public holiday it may be taken as an annual leave day or may be taken out of accumulated time in lieu.

7.7 Jury service

Full-time or part-time employees who are required to attend for jury service during their ordinary working hours shall be reimbursed by the employer an amount equal to the difference between the amount paid in respect of their attendance for such jury service and the amount of wages they would have received in respect of the ordinary time they would have worked had they not been on jury service.

Employees shall notify their employer as soon as possible of the date upon which they are required to attend for jury service. Further employees shall give the employer documentary proof of their attendance, the duration of such attendance and the amount received in respect of such jury service.

7.8 Study Leave

The employee is entitled to one weeks study leave for each year of service providing that no more than five weeks study leave can be accrued.

The study leave entitlement may be paid in advance on request from the employee to be used to cover costs and/or wages associated with the study leave.

7.9 Application and Approval of Leave

All leave is to be applied for in writing in a format provided by the employer.

Application for annual leave, long service leave and study leave must be given in writing to the employer two weeks prior to the proposed commencement of leave. The employer reserves the right to reject the application for leave if the running of the organisation will be seriously affected by the taking of the leave.

The employer will not unreasonably withhold approval to the taking of any leave owing to the employee.

PART 8 - TRANSFERS, TRAVELLING AND WORKING AWAY FROM USUAL PLACE OF WORK

A vehicle / travelling allowance of \$0.68 per kilometre will be paid for use of a private vehicle for carrying out duties in accordance with your position. This rate is subject to variation based on the vehicle allowance rate as determined by the Australian Taxation Office as the appropriate rate.

To be reimbursed an employee is required to keep a log book of the journey, the places from which the journey commenced and ended, the reason for the journey and the number of kilometres travelled. A written claim needs to be provided to the employer for reimbursements.

Reasonable meal and accommodation costs for approved travel will be reimbursed on the production of receipts or other documented proof of expenditure. Approved travel is travel to a location further than 100km from the employer's office and which is approved in writing prior to departure.

Where possible, use of the employer's vehicle for work purposes should take preference to use of a private vehicle. Use of a vehicle for the purposes of carrying out duties in accordance with the employee's position does not include travel to and from home to the place of work unless the place of work is not the employee's usual place of work.

PART 9 - TRAINING AND RELATED MATTERS

9.1 Training

9.1.1 The parties to this Agreement recognise that in order to increase the efficiency and productivity of the enterprise and also the national and international competitiveness of the industries covered by this agreement, a greater commitment to training and skill development is required. Accordingly, the parties commit themselves to:

- (a) developing a more highly skilled and flexible workforce;
- (b) providing employees with career opportunities through appropriate training to acquire additional skills; and
- (c) removing barriers to the use of skills acquired.

9.1.2 Each staff's yearly work plan will include their yearly training plan. The Staff Collective will identify Collective Training needs and plan for the delivery of group training. Applications for training courses or material should be made to the Staff collective and Management Committee. Training must be relevant to employment skills.

9.1.3 Apprentices' and Trainees' Wages and conditions will be as per the Apprentices' and Trainees' Wages and Conditions (Excluding Certain Queensland Government Entities) Order, or the Training Wage Award - State 2003. The appropriate wage level will be determined by reference to the above mentioned industrial instruments and by direction from any relevant funding body.

PART 10 - OCCUPATIONAL HEALTH AND SAFETY MATTERS, EQUIPMENT, TOOLS AND AMENITIES

10.1 Accidents

When employees are injured seriously or fall seriously ill at their work, the employer shall provide means of getting them to the nearest hospital or pay expenses of transmission to hospital.

10.2 Wet weather

All time lost through wet weather shall be paid for provided the employees turn up on the work and hold themselves in readiness. The employer or other person under whose direction the employees are working shall decide whether or not it is too wet to work:

Provided that when employees are prevented by wet weather from following their usual work, unless they are willing to perform during such wet weather any work the employer may direct them to do, they shall not be entitled to payment for such time lost.

10.3 Work in the rain

When an employee is required to perform work in the rain the employer will provide effective waterproof clothing

10.4 Clothing, equipment and tools

10.4.1 The employer to supply tools

All tools and other special equipment required to be used by employees in the course of their work shall be supplied and maintained by the employer, but the employees shall be liable for damage done to such tools or equipment wilfully or through negligence.

PART 11 - COMPLIANCE AND UNION RELATED MATTERS

Preamble

Clauses 11.1 and 11.2 replicate legislative provisions contained within the Act. In order to ensure the currency of existing legal requirements parties are advised to refer to sections 366, 372 and 373 of the Act as amended from time to time.

For the purpose of this agreement union will mean any union with eligibility rights to enroll an employee employed by the employer and which is registered under the Industrial Relations Act 1999 and any of its predecessor or successor legislation.

11.1 Right of entry

11.1.1 Authorised industrial officer

- (a) An "Authorised industrial officer" is any Union official holding a current authority issued by the Industrial Registrar.
- (b) Right of entry is limited to workplaces where the work performed falls within the registered coverage of the Union.

11.1.2 Entry procedure

- (a) The authorised industrial officer is entitled to enter the workplace during normal business hours as long as:
 - (i) the authorised industrial officer alerts the employer or other person in charge of the workplace to their presence; and
 - (ii) shows their authorisation upon request.
- (b) Clause 11.1.2(a)(i) does not apply if the authorised industrial officer establishes that the employer or other person in charge is absent.
- (c) A person must not obstruct or hinder any authorised industrial officer exercising their right of entry.
- (d) If the authorised industrial officer intentionally disregards a condition of clause 11.1.2 the authorised industrial officer may be treated as a trespasser.

11.1.3 *Inspection of records*

- (a) An authorised industrial officer is entitled to inspect the time and wages record required to be kept under section 366 of the Act.
- (b) An authorised industrial officer is entitled to inspect such time and wages records of any former or current employee except if the employee is ineligible to become a member of the Union.
- (c) The authorised industrial officer may make a copy of the record, but cannot require any help from the employer.
- (d) A person must not coerce an employee or prospective employee into consenting, or refusing to consent, to the inspection of their records by an authorised industrial officer.

11.1.4 *Discussions with employees*

An authorised industrial officer is entitled to discuss with the employer, or a member or employee eligible to become a member of the Union:

- (a) matters under the Act during working or non-working time; and
- (b) any other matter with a member or employee eligible to become a member of the Union, during non-working time.

11.1.5 *Conduct*

An authorised industrial officer must not unreasonably interfere with the performance of work in exercising a right of entry.

11.2 Time and wages record

11.2.1 An employer must keep, at the place of work in Queensland, a time and wages record that contains the following particulars for each pay period for each employee, including apprentices and trainees:

- (a) the employee's classification;
- (b) the employer's full name;
- (c) the name of the agreement under which the employee is working;
- (d) the number of hours worked by the employee during each day and week, the times at which the employee started and stopped work, and details of work breaks including meal breaks;
- (e) a full-time, daily or hourly wage rate - details of the wage rate for each week, day, or hour at which the employee is paid;
- (f) the gross and net wages paid to the employee;
- (g) details of any deductions made from the wages; and
- (h) contributions made by the employer to a superannuation fund.

11.2.2 The time and wages record must also contain:

- (a) the employee's full name and address;
- (b) the employee's date of birth;
- (c) details of sick leave credited or approved, and sick leave payments to the employee;
- (d) the date when the employee became an employee of the employer;

- (e) if appropriate, the date when the employee ceased employment with the employer; and
- (f) if a casual employee's entitlement to long service leave is worked out under section 47 of the Act - the total hours, other than overtime, worked by the employee since the start of the period to which the entitlement relates, worked out to and including 30 June in each year.

11.2.3 The employer must keep the record for 6 years.

11.2.4 Such records shall be open to inspection during the employer's business hours by an inspector of the Department of Industrial Relations, in accordance with section 371 of the Act, or an Authorised Industrial Officer in accordance with sections 372 and 373 of the Act.

11.3 Posting of agreement

A copy of this agreement shall be exhibited in a conspicuous and convenient place on the premises of the employer.

11.4 Union encouragement

Clause 11.4 gives effect to section 110 of the Act in its entirety. Consistent with section 110 a Full Bench of the Commission has issued a Statement of Policy on Union Encouragement (reported 165 QGIG 221) that encourages an employee to join and maintain financial membership of the Union.

11.4.1 Documentation to be provided by employer

At the point of engagement, an employer to whom this agreement applies shall provide employees with a document indicating that a Statement of Policy on Union Encouragement has been issued by the Commission, a copy of which is to be kept on the premises of the employer in a place readily accessible by the employee.

The document provided by the employer shall also identify the existence of a Union encouragement clause in this agreement.

11.4.2 Union delegates

Union delegates and job representatives have a role to play within a workplace. The existence of accredited Union delegates and/or job representatives is encouraged.

The employer shall not unnecessarily hinder accredited Union delegates and/or job representatives in the reasonable and responsible performance of their duties.

11.4.3 Deduction of union fees

The employer will provide facilities for the deduction and remittance of Union fees for employees who signify in writing to their employer, their desire to have such membership fees deducted from their wages.

11.5 Union tickets

The employer shall, on the request in writing of any employee, pay to the Union, out of the money due to such employee in respect of wages, the annual contribution of such employee as a member of the Union.

Attachment B

I, Virginia Balmain, the deponent, Secretary Northey Street City Farm Association Inc, Corner of Northey and Victoria Streets, Windsor Queensland 4030, solemnly and sincerely affirm and declare as follows –

1. I am the Secretary of Northey Street City Farm Association Inc and I am authorised under the Act and rules to make this affidavit.
2. The agreement, attachment A is not for a new business, a project agreement or a multi-employer agreement.
3. The agreement is not made with an employee organisation.
4. The employer, Northey Street City Farm Association Inc, ABN 16 494 592 971, of Corner of Northey and Victoria Streets, Windsor Queensland 4030 is Charitable Institution non-profit community organisation developed for people to enjoy and participate in using the principles of permaculture.
5. The name of the relevant is the Nursery Award - State 2003
6. The address at which the employees to be covered by the agreement are employed is Corner of Northey and Victoria Streets, Windsor Queensland 4030
7. The number of female employees to be covered by the agreement is ??
8. The number of male employees to be covered by the agreement is ??
9. The number of apprentices to be covered by the agreement is ??
10. The number of trainees to be covered by the agreement is ??
11. The name and address of each employer to be bound by the agreement is Northey Street City Farm Association Inc, Corner of Northey and Victoria Streets, Windsor Queensland 4030
12. The average percentage by which the wages of the employees to be covered by the agreement will increase under the agreement compared with wages before the agreement is 4%.
13. The nominal expiry date of the agreement is 31 October, 2008
14. The steps taken to ensure compliance with section 143 were that employees proposed to be covered by the agreement were provided with a copy of the proposed agreement 14 days prior to voting to approve the agreement. Before approval was given to the agreement, a series of meetings were programmed to explain the terms of the agreement.
15. The steps taken to ensure compliance with section 144 were:
 - (a) at least 14 days before the relevant employees were asked to approve the agreement, each relevant employee had ready access to the proposed written agreement; and
 - (b) the terms of the agreement (including the procedures for preventing and settling disputes), and the effect of the terms, were explained to each relevant employee before approval was given; and

- (c) each relevant employee was informed that he or she may ask a relevant employee organization to represent the employee in negotiating with the employer about the agreement.
16. The employer did not coerce, or attempt to coerce, any relevant employee not to make a request to a relevant employee organisation to be represented by the employee organisation in negotiating with the employer about the agreement.
 17. The employer did not coerce, or attempt to coerce, any relevant employee into withdrawing a request made by the employee to a relevant employee organisation for the relevant employee organisation to represent the employee in negotiating the agreement.
 18. The procedures for preventing and settling disputes are set out in clause 3.1
 19. The requirements for equal remuneration of employees under section 156(1)(l) or 156(1)(m) have been met.
 20. The agreement attached passes the no-disadvantage test under chapter 6, part 1, division 3 of the Industrial Relations Act 1999.

I affirm that the facts set out above are true.

Deponent

AFFIRMED by the deponent at Brisbane on 5 October 2006 before me

Commissioner for declarations

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PARTICULARS OF THE EMPLOYER

Name: **Northey Street City Farm Association Inc** ABN: **16 494 592 971**

Business address: Corner of Northey and Victoria Streets, Windsor Queensland 4030

Address for service: 16 Victoria Street, Windsor Q 4030

Phone number or contact phone number: 3857 8775

Fax number: 3857 8108

E-mail address: nnorthey@bigpond.net.au

PARTICULARS OF OTHER PARTY *(The following information must be provided. If there is more than 1 other party this information must be given for each other party except if the agreement is between an employer and the employees then - only particulars of the employees' representative should be given).*

Name:

Position, title, office etc: *(if applicable)*

Organisation, corporation, association, department business etc: *N/A*

Residential or business address: Corner of Northey and Victoria Streets, Windsor Queensland 4030

Address for service: Corner of Northey and Victoria Streets, Windsor Queensland 4030

Phone or contact phone number: 3857 8775

Fax number: 3857 8108

E-mail address: nnorthey@bigpond.net.au