



DECISION

Fair Work Act 2009
s.185—Enterprise agreement

Norfolk Island Regional Council
(AG2020/1131)

NORFOLK ISLAND REGIONAL COUNCIL ENTERPRISE AGREEMENT 2020

Local government administration

COMMISSIONER WILSON

MELBOURNE, 20 MAY 2020

Application for approval of the Norfolk Island Regional Council Enterprise Agreement 2020.

[1] An application has been made for approval of an enterprise agreement known as the *Norfolk Island Regional Council Enterprise Agreement 2020* (the Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (the Act). It has been made by Norfolk Island Regional Council. The Agreement is a single enterprise agreement.

[2] In response to a concern held by the Commission, the Applicant provided an undertaking dealing with the subject of public holidays. The Commission regards the undertaking as ensuring consistency between the Agreement and the National Employment Standards on the subject of regionally-based public holidays which, in the case of the Territory of Norfolk Island, includes Show Day, declared to be taken on the second Monday in October.

[3] The Employer has provided written undertakings. A copy of the undertakings is attached in Annexure A. I am satisfied that the undertakings will not cause financial detriment to any employee covered by the Agreement and that the undertakings will not result in substantial changes to the Agreement. The undertakings are taken to be a term of the agreement.

[4] Subject to the undertakings referred to above, I am satisfied that each of the requirements of ss.186, 187, 188 and 190 as are relevant to this application for approval have been met.

[5] The Form F18 Statutory Declaration filed by the United Firefighters' Union of Australia on 24 April 2020 was not physically signed in the presence of an authorised witness as required by the *Fair Work Commission Rules 2013*. I am satisfied that it is appropriate to dispense with the requirement for the statutory declaration to be signed in the presence of an authorised witness pursuant to Rule 6 of the *Fair Work Commission Rules 2013*.

[6] The United Firefighters' Union of Australia and the Australian Municipal, Administrative, Clerical and Services Union being bargaining representatives for the Agreement, have given notice under s.183 of the Act that they want the Agreement to cover them. In accordance with s.201(2) I note that the Agreement covers the organisations.

[7] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 27 May 2020. The nominal expiry date of the Agreement is 19 May 2023.



COMMISSIONER

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Annexure A

IN THE FAIR WORK COMMISSION

FWC Matter No.:

AG2020/1131

Applicant:

Norfolk Island Regional Council
New Military Barracks
Kingston, Norfolk Island

Undertaking- section 190

I, (Alan Hollway), (Executive Manager – Organisational Development) of (Norfolk Island Regional Council) give the following undertakings with respect to the (name of agreement) ("the Agreement"):

1. I have the authority given to me by (Norfolk Island Regional Council) to provide this undertaking in relation to this application before the Fair Work Commission.
2. Pursuant to clause 32 of the agreement, which outlines the gazetted public holidays on Norfolk Island. The Council undertakes to ensure that the number of public holidays shall be no less than the minimum prescribed within the National Employment Standards and shall not breach those standards.

Employer name: Norfolk Island Regional Council

Authority to sign: Alan Hollway

Signature:



Date: 18 May 2020

Note - this agreement is to be read together with an undertaking given by the employer. The undertaking is taken to be a term of the agreement. A copy of it can be found at the end of the agreement.



Norfolk Island Regional Council Enterprise Agreement 2020

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Part 1—Application and Operation

1. Title

This enterprise agreement shall be known as the “*Norfolk Island Regional Council Enterprise Agreement 2020*”.

2. Definitions

2.1 in this agreement, unless the contrary intention appears:

"Act" means the *Fair Work Act 2009* (Cth), as amended from time to time.

"adult apprentice" means an apprentice who is 21 years of age or over at the commencement of their apprenticeship.

"airport screening" means those employees that are engaged in the screening processes for all passengers and their baggage, prior to departure on air services.

"community services" means those employees whose role is to encourage, promote or conduct community pursuits or community development programs for the maintenance or improvement of general social and living standards with regard to family support, services related to income, welfare, employment, education, health, housing, youth, the aged, domiciliary, arts and/or culture including arts programs, exhibitions, museums., art galleries, events, entertainment and theatres.

"Council" means the Norfolk Island Regional Council.

"default fund employee" means an employee who has no chosen fund within the meaning of the *Superannuation Guarantee (Administration) Act 1992* (Cth).

"defined benefit member" has the meaning given **by** the Superannuation Guarantee (Administration) Act 1992 (Cth).

"energy services" means the generation and/or reticulation of electricity; or the import, storage and distribution of fuel products within Norfolk Island.

"Employee Assistance Program" means a program funded and supported by Council to provide Independent **and** confidential counselling/ support to employees.

"employee" means a person employed by the Norfolk Island Regional Council, excluding the General Manager and other senior staff (as defined by the *Local Government Act 1993* (NSW))

"employer" means the Norfolk Island Regional Council.

"Fair Work Commission" or **"FWC"** means the tribunal established under Part 5-1 of the *Fair Work Act 2009* (Cth), however entitled.

"Garbage, sanitary and sullage services" means services in the following work functions: recycling, street sweeping, waste collection, waste disposal including waste transfer stations including mechanical services in connection with these work functions.

"General Manager" means a person appointed to be its general manager under section 334 of the *Local Government Act 1993* (NSW)(NI) as amended from time to time.

"hourly ordinary time rate" of an employee is 1/37.5th of the minimum weekly rate of pay specified in Clause 16, Minimum wages, for the employee's classification.

"Immediate family" means:

(a) a spouse de facto partner, child, parent, grandparent, grandchild or sibling of the employee; or

(b) a child, parent, grandparent, grandchild or sibling of a spouse or de facto partner of the employee.

"lighterage services" means an employee engaged in conveying cargo from one vessel to shore by/via another smaller vessel, or vice versa and load/unload.

"local law enforcement and community safety services" means those services undertaken to enforce one or more of Council's entity's by-laws or any legislative requirement which the Council is empowered to enforce or to ensure community safety, including rangers, parking inspectors and Norfolk Island Fire Service, and Rescue services.

"minimum weekly rate" of an employee is the minimum weekly rate of pay specified in Clause 16, Minimum wages, for the employee's classification.

"NES" means the National Employment Standards as contained in Part 2-2, of the *Fair Work Act 2009* (Cth).

"recognised emergency management" body means a body as defined in section 109(3) of the *Fair Work Act 2009* (Cth), as amended from time to time.

"recreation centres" means a Council center which provides physical, recreational and/or cultural/historical activities or such other similar activities provided in the public interest.

"senior staff" means employees as defined in section 332 and employed on the senior staff contract under the provisions of section 338 of the Local Government Act 1993 (NSW) as amended from time to time.

"standard rate" means the minimum hourly rate for level 4, in accordance with clause 16.1.

"TAAPILI" means the organisational development program being introduced by NIRC, it links all performance management processes and development standards together to which employees to qualify or become eligible for any incremental step are required to participate in.

"telecom services" means persons engaged in the provision of telecommunication and internet services within Norfolk Island and between Norfolk Island and the rest of the world

"tourism services" means the following services: visitor and regional information centres; museums, exhibition; heritage, tourism and cultural centres; guided tours and other educational services operated by local government for the benefit of tourists, visitors and the local community

"Union" means the United Services branch of the Australian Services Union and the United Firefighters Union Australia

3. Parties to this Agreement

3.1 This agreement shall cover and be binding on the following:

- (a) The Norfolk Island Regional Council; and
- (b) Employees of Norfolk Island Regional Council excluding:
 - (i) the General Manager or Chief Executive Officer, however described; and
 - (ii) senior staff whose employment is covered by the *Local Government Act 1993* (NSW).
- (c) The United Services Branch of the Australian Services Union.
- (d) The United Firefighters Union Australia

4. Term of the Agreement

4.1 This agreement shall operate from the commencement of the first full pay period on or after 7 days from the date of approval by the FWC. This agreement's nominal expiry date is 19 May 2023.

4.2 The parties to this agreement will commence negotiations for the renewal or replacement of this agreement by no later than 1 January 2023.

5. The Objectives of this Agreement

5.1 The Parties to this Agreement are committed to:

- Providing fair salary and wage outcomes in return for quality, efficient and cost-effective service provision;
- Providing a healthy, and safe working environment;
- Delivering excellence as the standard for customer service;
- Working cooperatively and recognising the importance of communication and consultation in the workplace;
- Committed to improving the skills and competencies of employees by offering opportunities wherever practicable, to training and multiskilling.

6. No extra claims

6.1 The parties agree that for the life of the agreement there shall be no further claims, or wage increases sought or granted, except for those wage increases or claims sought under clause 6.4 Reserved items, granted under the terms of this agreement, or agreed to by the FWC under the terms of this agreement.

6.2 The parties agree that nothing in this Agreement shall prejudice them from entering into negotiations to vary this Agreement where the specific need is mutually agreed.

6.3 There is to be no further claims or demands by the parties, upon the Council, during the course of this Agreement and from when agreement is reached; with the exception of clause 6.4 below that permit both parties to discuss specific reserved items for ongoing discussion through the course of the agreement.

6.4 Reserved Items – Permitting on-going discussion during the life of the agreement:

- a) Council intends on a without prejudice basis to review the current job evaluation system and classification grades with an objective of improving transparency and consistency with due regard to job relativities and market rates and to also ensure connection with the new Enterprise Agreement.
- b) In this regard Council will work collaboratively with the Employee Staff Consultative Committee to determine the objectives of the required work and such collaboration and

consultation will be extended to the appropriate Unions representing employees of the Council and with such information Council will be able to appoint its own independent remuneration and benefits consultant to complete recommendations on a without prejudice basis.

- c) Council agrees to complete this work and implement it in a required time frame of 12 months from the certification of the agreement and if this is not completed the parties to this agreement can seek assistance from Fair Work Australia.
- d) This does not stop Council from commencing such work immediately or as soon as practicable.

7. Agreement Flexibility

7.1 Notwithstanding any other provision of this Agreement, Council and an individual employee may agree to vary the application of certain terms of this Agreement to meet genuine individual needs of the Council and the individual employee. The terms Council and the individual employee may agree to vary the application of are those concerning;

- arrangements for when work is performed;
- overtime rates;
- penalty rates;
- allowances; and
- leave loading.

7.2 Council and the individual employee must have genuinely made the agreement without coercion or duress. An agreement under this clause can only be entered into after the individual employee has commenced employment with Council.

7.3 The agreement between Council and the individual employee must:

- (a) be confined to a variation in the application of one or more of the terms listed in clause 7.1; and
- (b) result in the employee being better off overall at the time the agreement is made than the employee would have been if no individual flexibility agreement had been agreed to.

7.4 The agreement between Council and the individual employee must also:

- (a) be in writing, name the parties to the agreement and be signed by Council and the individual employee and, if the employee is under 16 years of age, the employee's parent or guardian;
- (b) state each term of this agreement that Council and the individual employee have agreed to vary;
- (c) detail how the application of each term has been varied by agreement between Council and the individual employee;
- (d) detail how the agreement results in the individual employee being better off overall in relation to the individual employee's terms and conditions of employment; and
- (e) state the date the agreement commences to operate.

7.5 Council must give the individual employee a copy of the agreement and keep the agreement as a time and wages record.

7.6 Except as provided in subclause 7.4(a) the agreement must not require the approval or consent of a person other than Council and the individual employee.

7.7 Where Council is seeking to enter into an agreement it must provide a written proposal to the employee. Where the employee's understanding of written English is limited Council

must take measures, including translation into an appropriate language, to ensure the employee understands the proposal.

7.8 The agreement may be terminated:

- (a) by Council or the individual employee giving 13 weeks' notice of termination, in writing, to the other party and the agreement ceasing to operate at the end of the notice period; or
- (b) at any time, by written agreement between Council and the individual employee.

Note: If any of the requirements of s.144(4) of the Act, which are reflected in the requirements of this clause, are not met then the agreement may be terminated by either the employee or Council, giving written notice of not more than 28 days (see s.145 of the Act).

7.9 The right to make an agreement pursuant to this clause is in addition to, and is not intended to otherwise affect, any provision for an agreement between Council and an individual employee contained in any other term of this Enterprise Agreement.

Part 2—Consultation and Dispute Resolution

8. Consultation

8.1 Consultation regarding major workplace change

(a) *Council to notify*

- (i) Where Council has made a definite decision to introduce major changes in production, program, organisation, structure or technology that are likely to have significant effects on employees, the Council must notify the employees who may be affected by the proposed changes, the Union, and any other nominated representatives of the employees.
- (ii) Significant effects include termination of employment; major changes in the composition, operation or size of the Council's workforce or in the skills required; the elimination or diminution of job opportunities, promotion 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 this agreement makes provision for alteration of any of these matters an alteration is deemed not to have significant effect.

(b) *Council to discuss change*

- (i) The Council must discuss with the employees affected, and their representatives, if any, the introduction of the changes referred to in clause 8.1(a), the effects the changes are likely to have on employees and measures to avert or mitigate the adverse effects of such changes on employees and must give prompt consideration to matters raised by the employees and/or their representatives in relation to the changes.
- (ii) The discussions must commence as early as practicable after a definite decision has been made by the Council to the changes referred to in clause 8.1(a).
- (iii) For the purposes of such discussion, the Council must provide in writing to the employees concerned, the Union and any other nominated representatives of the employees, 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 Council is not required to disclose confidential information the disclosure of which would be contrary to the Council's interests.

8.2 Consultation about changes to rosters or hours of work

(a) Where Council proposes to change an employee's regular roster or ordinary hours of work, the Council must consult with the employee or employees affected and their representatives, if any, about the proposed change. The Council must:

- (i) provide to the employee or employees affected and their representatives, if any, information about the proposed change (for example, information about the nature of the change to the employee's regular roster or ordinary hours of work and when that change is proposed to commence);
- (ii) invite the employee or employees affected and their representatives, if any, to give their views about the impact of the proposed change (including any impact in relation to their Family or caring responsibilities); and
- (iii) give consideration to any views about the Impact of the proposed change that are given by the employee or employees concerned and/or their representatives.

(b) The requirement to consult under this clause does not apply where an employee has irregular, sporadic or unpredictable working hours.

(c) These provisions are to be read in conjunction with other agreement provisions concerning the scheduling of work and notice requirements

9. Consultative committee

9.1 The parties to this agreement are committed to consultative and participative processes. There shall be a Staff Consultative Committee ("SCC") established at Council which shall:

- (a) Provide a forum for consultation between Council and its employees that encourages a free and open exchange of views.
- (b) Positively co-operate in workplace reform to enhance the efficiency and productivity of the Council and to provide employees with access to clear information.

9.2 The SCC shall determine a constitution which shall determine the size and composition of the SCC.

9.3 The functions of the SCC are to provide feedback on matters which include:

- Consultation with regard to organisation restructure;
- Performance management systems;
- salary system;
- communication and education mechanisms;
- local government reform.

10. Dispute resolution

10.1 In the event of a dispute about a matter under this agreement, or a dispute in relation to the NES, in the first instance the parties must attempt to resolve the matter at the workplace by discussions between the employee or employees concerned, and the relevant supervisor. If such discussions do not resolve the dispute, the parties will endeavour to resolve the dispute in a timely manner by discussions between the employee or employees concerned, the Union if requested, or any other employee representative and more senior levels of management as appropriate.

10.2 If a dispute about a matter arising under this agreement or a dispute in relation to the NES is unable to be resolved at the workplace, and all appropriate steps under clause 10.1 have been taken, a party to the dispute may refer the dispute to the FWC.

- 10.3 The parties may agree on the process to be utilised by the FWC including mediation, conciliation and consent arbitration.
- 10.4 Where the matter in dispute remains unresolved, the FWC may exercise any method of dispute resolution permitted by the Act that it considers appropriate to ensure the settlement of the dispute.
- 10.5 The Council or employee may appoint another person, organisation or association to accompany and/or represent them for the purposes of this clause.
- 10.6 While the dispute resolution procedure is being conducted, work must continue in accordance with this agreement and the Act.
- 10.7 Subject to applicable work, health and safety legislation, an employee must not unreasonably fail to comply with a direction by the Council to perform work, whether at the same or another workplace that is safe and appropriate for the employee to perform.

10.8 Dispute resolution training leave

- (a) An eligible employee shall be entitled to a maximum of five days paid leave to attend courses which are specifically directed towards effective resolution of disputes regarding industrial matters under this enterprise agreement and /or industrial issues which arise at the workplace.
- (b) Eligible employees are only entitled to leave in accordance with this clause for accredited courses.
- (c) Such leave will be available to an individual eligible employee once only during their employment. Council and an eligible employee may reach an agreement on any requests for refresher training.
- (d) For the purpose of this clause an accredited course means a Dispute Resolution Training Course conducted by or on behalf of a registered training organisation whose scope of registration includes industrial relations training.
- (e) Nothing in this clause will prevent the Council and the eligible employee from reaching agreement that such training can be provided by a union or other accredited training provider(s).
- (f) An eligible employee is defined as a full-time or part-time employee:
 - (i) who is a union delegate, who has been duly appointed by the Union, and the Council has been formally notified of that appointment; and
 - (ii) who has completed 12 months continuous service with the Council.
- (g) An eligible employee must comply with the following notice requirements:
 - (i) provide the Council with at least five (5) weeks prior notice in writing of their request to attend a dispute resolution training course; and
 - (ii) outline details of the type, content, venue and duration of the course to be attended in the written notice provided in accordance with clause 10.8(g)(i).
- (h) The Council will consider a request for leave in accordance with this clause having regard to:
 - (i) the operational requirements of the Council; and
 - (ii) the capacity of the Council to make adequate staffing arrangements among current employees during the proposed period of leave.
 - (iii) The Council must not unreasonably refuse to agree to a request by the employee to take dispute resolution training leave.

- (i) The Council will not be liable for any additional expenses associated with an employee's attendance at a course other than the payment of ordinary hourly time rate for such absence.
- (j) An eligible employee will be required to provide the Council with proof of attendance at, and satisfactory completion of, the course to qualify for payment of leave.
- (k) Leave granted pursuant to this clause counts as service for all purposes this agreement.

Part 3—Types of Employment and Termination of Employment

11. Employment categories

11.1 Employees will be employed in one of the following categories:

- (a) full-time;
- (b) part-time; or
- (c) casual.

11.2 At the time of engagement, the Council will inform each employee of the terms of their engagement, and in particular whether they are to be full-time, part-time or casual. Such decision will then be recorded in the time and wages record.

11.3 Full-time employees

A full-time employee is an employee engaged to work an average of 37.5 ordinary hours per week.

11.4 Part-time Employees

- (a) Council may employ part-time employees in any classification in this agreement.
- (b) A part-time employee is an employee who:
 - (i) works less than the full-time hours of 37.5 per week;
 - (ii) has reasonably predictable hours of work; and
 - (iii) receives, on a pro rata basis, equivalent pay and conditions to those of fulltime employees who do the same kind of work.
- (c) At the time of engagement, the Council and the part-time employee will agree in writing on a regular pattern of work, specifying at least the hours worked each day, which days of the week the employee with work and where practicable the actual starting and finishing times each day.
- (d) Any agreed variation to the hours of work will be recorded in writing.
- (e) Council is required to roster a part-time employee for a minimum of one hour on any shift.
- (f) *Agreed additional hours*

A part-time employee may agree to work up to an average of 37.5 ordinary hours per week at the hourly ordinary time rate provided the agreement is entered into without duress, in writing and stipulates that hours are to be paid at hourly ordinary time rates.

(g) *Additional hours by direction*

Where a part-time employee is directed to work hours in excess of the hours agreed under clause 11.4(c) or as varied under clause 11.4(d), such hours will be overtime and paid for at the rates prescribed in clause 26.2.

(h) A part-time employee employed under the provisions of this clause must be paid for ordinary hours worked at the rate of 1/37.5th of the minimum weekly rate prescribed in clause 16 - Minimum wages for the work performed.

11.5 Casual employees

(a) A casual employee is an employee who is engaged and paid as such but does not include a part-time or full-time employee. A casual shall have a one (1) hour minimum engagement, provided that the minimum engagement for casual employees employed to perform airport screening shall be two (2) hours.

(b) *Casual loading*

Casual employees will be paid, in addition to the hourly ordinary time rate and rates payable for shift and weekend work on the same basis as a weekly employee, an additional loading of 25% of the hourly ordinary time rate for the classification in which they are employed as compensation instead of paid leave under this agreement and the NES.

(c) *Penalties and overtime*

Penalties, including public holiday penalties and overtime, for casual employees will be calculated on the hourly ordinary time rate for the classification in which they are employed exclusive of the casual loading.

11.6 Casual conversion

(a) A casual employee who has worked at Council on a regular and systematic basis for a period of more than 6 consecutive months' and where the position is on the organisation structure, shall thereafter have the right to request to have their employment converted to permanent full time or permanent part time, depending upon the hours worked as a casual.

(b) A casual employee who has the right pursuant to subclause (a) to request to convert shall make such request in writing to the General Manager and such request shall not be unreasonably refused.

(c) Where Council refuses an employee's request to convert, the reasons for such refusal shall be fully stated and discussed with the employee concerned and a genuine attempt shall be made to reach agreement Any dispute about a refusal of a request to convert a regular and systematic casual shall be dealt with as far as practicable through the dispute procedure contained in clause 10.

(d) Once a casual employee has requested to become and has converted to permanent employment (either full time or part time), the employee may only revert back to casual employment by written agreement with the Council.

(e) Where a casual is converted to permanent employment, their service as a casual shall be counted as service for the purpose of calculating long service leave where the service as a casual employee is continuous with their appointment to a permanent position, in calculating the long service entitlement in such cases there shall be a deduction of the long service leave accrued whilst the employee was employed as a casual.

12. Term Contracts

12.1 Council may only employ a person on a term contract of employment in the following situations:

- (a) for the life of a specific task or project that has a definable work activity; or
- (b) to perform the duties associated with an externally funded position where the length of the employment depends on the length of the funding; or
- (c) to perform the duties associated with a vacant position until the vacant position is filled on a permanent basis, provided that the duration is no longer than is reasonably necessary to undertake recruitment for the vacant position; or
- (d) to temporarily replace an employee who is on approved leave, secondment, workers compensation, acting in a different position or working reduced hours under a flexible work arrangement; or
- (e) to undertake training and work as part of an apprenticeship, traineeship or student work experience program in conjunction with an education institution; or
- (f) to trial a new work area, provided that the duration is no longer than is reasonably necessary to trial the new work area; or
- (g) to perform the duties associated with a vacant position during the intervening period between when the employer has made a definite decision to introduce major changes in production, program, organisation structure or technology that are likely to have significant effects on the employment in the vacant position and the date that the changes are implemented; or
- (h) to accommodate time limitations imposed by law or sought by the employee (e.g. visa restrictions); or
- (i) to perform seasonal work.

13. Termination of employment

13.1 Notice of termination by Council

- a) Council must not terminate an employee's employment unless the employee has been provided with written notice of the day of termination.
- b) Council must not terminate an employee's employment unless the relevant period of notice in accordance with subclause (c) has been given and worked out. Nothing prevents the Council from paying in lieu of the notice. Such payment in lieu of notice shall be at the hourly ordinary time rate of pay for the hours the employee would have worked had the employment continued until the end of the notice period.
- c) The minimum period of notice to be given by the Council is:

Employee's period of continuous service with the Council at the end of the day the notice is given	Period
Less than 2 years	At least 2 weeks
2 years and less than 3 years	At least 3 weeks
3 years and less than 5 years	At least 4 weeks

More than 5 years	At least 5 weeks
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The notice is increased by 1 week if the employee is over 45 years old and has completed at least 2 years of continuous service with the Council at the end of the day the notice is given.

13.2 Notice of termination by an employee

- (a) The notice of termination required to be given by an employee is the same as that required of Council except that there is no requirement on the employee to give additional notice based on the age of the employee concerned.
- (b) If an employee fails to give the required notice, Council may withhold from any monies due to the employee on termination under this agreement, an amount not exceeding the amount the employee would have been paid under this agree in respect of the period of notice required by this clause less any period of notice actually given by the employee.

13.3 Job search entitlement

Where Council has given notice of termination to an employee, an employee must be allowed up to one day's time off without loss of pay for the purpose of seeking other employment. The time off is to be taken at times that are convenient to the employee after consultation with the Council.

14.Redundancy

14.1 A redundancy occurs where Council has made a definite decision that it no longer requires the job done by an employee to be done by anyone because of operational requirements and that decision leads to a termination of the employee's employment, except where this is due to the ordinary and customary turnover of labour.

14.2 Redeployment

Before terminating an employee's employment due to redundancy, the Council must consider whether it is reasonable to redeploy the employee to another position within Council.

14.3 Transfer to lower paid duties

Where an employee is transferred to lower paid duties by reason of redeployment under subclause 14.2, the same period of notice must be given as the employee would have been entitled to if the employment had been terminated, and the Council will provide maintenance of existing wages for a period of 13 weeks to permit the employee to make appropriate adjustments to financial commitments.

14.4 Redundancy pay

The amount of redundancy pay equals the total amount payable to the employee for the redundancy pay period worked out using the following table at the employee's hourly ordinary time rate of pay for his or her ordinary hours of work:

Employee's period of continuous service with the employer on termination	Redundancy pay period
At least 1 year but less than 2 years	4 weeks
At least 2 year but less than 3 years	6 weeks

At least 3 years but less than 4 years	8 weeks
At least 4 years but less than 5 years	10 weeks
At least 5 years but less than 6 years	12 weeks
At least 6 years but less than 7 years	14 weeks
At least 7 years but less than 8 years	16 weeks
At least 8 years but less than 9 years	18 weeks
At least 9 years but less than 10 years	20 weeks
At least 10 years	24 weeks

14.5 Employee leaving during notice period

An employee given notice of termination in circumstances of redundancy may terminate their employment during the period of notice. The employee is entitled to receive the benefits and payments they would have received under this clause had they remained in employment until the expiry of the notice and is not entitled to payment instead of notice.

14.6 Job search entitlement

- (a) An employee given notice of termination in circumstances of redundancy must 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 must, at the request of the Council, produce proof of attendance at an interview or they will not be entitled to payment for the time absent. For this purpose, a statutory declaration is sufficient.
- (c) This entitlement applies instead of clause 13.3.

Part 4—Minimum Wages and Related Matters

15. Classifications

15.1 All employees covered by this agreement will be classified according to the structure set out in Schedule A- Classifications.

15.2 Each position at Council shall be evaluated using the NIRC Position Evaluation System or its successor, which shall determine the classification of the position in accordance with the structure as set out in Schedule A – Classifications.

15.3 Council must advise employees in writing of their level on commencement of employment and of any subsequent changes to their level. The level will be determined by the Council according to the skill level or levels required to be exercised by the employee in order to carry out the principal functions of their employment.

15.4 A position may be classified at a level lower than the previous classification system, in this circumstance, the employee shall have their rate of pay grandfathered until such time as the agreement rate of pay meets that of the current rate of pay.

15.5 Those employees engaged in lighterage services, shall be entitled to all conditions contained in this Agreement and paid pursuant to this Agreement. However, shall not be worse off on a per ship basis, than they were prior to this Agreement.

16. Minimum wages

16.1 A full-time adult employee will be paid not less than the minimum weekly rate of pay applicable to the employee's classification for their 37.5 ordinary weekly hours as follows:

Date >	1/07/2019
Classification	Weekly Rate
Level 1	\$796.09
Level2	\$860.97
Level3	\$925.84
Level4	\$990.72
Level5	\$1,055.59
Level 6	\$1,120.46
Level 7	\$1,185.34
Level 8	\$1,250.21
Level 9	\$1,315.09
Level 10	\$1,379.96
Level 11	\$1,444.84

Note: the above rates are increased in accordance with clause 17.

16.2 Junior rates

Junior employees will be paid the following percentage of the appropriate wage rate set out in clause 16.1 as follows:

Age	% of Minimum weekly rate
Under 17 years	55
17 years	65
18 years	75
19 years	85
20 years	95

16.3 Apprentices

- (a) The terms of this agreement apply to apprentices, except where otherwise provided.
- (b) The weekly minimum wage rates for apprentices who have commenced a four year apprenticeship are:

Year of Apprenticeship	Have completed year 12 % of Level 4
1 st year	55
2 nd year	65
3 rd Year	75
4 th Year	80

(c) The weekly minimum wage rates for apprentices who have commenced a year apprenticeship are as follows:

Year of Apprenticeship	Have Completed year 12 % of Level 4
1 st year	55
2 nd year	70
3 rd year	90

(d) An adult apprentice will be paid no less than the minimum weekly rate for level 2 in clause 16.1.

(e) Where an apprentice is required to attend block release training for training identified in or associated with their training contract, and such training requires an overnight stay, the Council must pay for the excess reasonable travel costs incurred by the apprentice in the course of travelling to and from such training. Provided that this clause will not apply where the apprentice could attend an alternative Registered Training Organisation (RTO) and the use of the more distant RTO is not agreed between the Council and the apprentice.

(f) For the purposes of clause 16.3(e) above, excess reasonable travel costs include the total costs of reasonable transportation {including transportation of tools where required), accommodation costs incurred while travelling (where necessary) and reasonable expenses incurred while travelling, including meals, which exceed those incurred in travelling to and from work. For the purposes of this subclause, excess travel costs do not include payment for travelling time or expenses incurred while not travelling to and from block release training,

(g) The amount payable by Council under clause 16.3(e) may be reduced by an amount the apprentice is eligible to receive for travel costs to attend block release training under a Government apprentice assistance scheme. This will only apply if an apprentice has

either received such assistance or Council has advised them in writing of the availability of such assistance.

(h) All training fees charged by an RTO for prescribed courses and the cost of all prescribed textbooks (excluding those textbooks which are available in the Council's technical library) for the apprenticeship, which are paid by an apprentice, shall be reimbursed by the Council within six months of the commencement of the apprenticeship or the relevant stage of the apprenticeship, or within three months of the commencement of the training provided by the RTO, whichever is the later, unless there is unsatisfactory progress.

(i) Council may meet its obligations under clause 16.3(h) by paying any fees and/or cost of textbooks directly to the RTO.

(j) An apprentice is entitled to be released from work without loss of continuity of employment and to payment of the appropriate wages to attend any training and assessment specified in, or associated with, the training contract,

(k) Time spent by an apprentice in attending any training and/or assessment specified in, or associated with, the training contract is to be regarded as time worked for the Council for the purposes of calculating the apprentice's wages and determining the apprentice's employment conditions. This subclause operates subject to the provisions of Schedule C—School-based Apprentices.

(l) No apprentice will, except in an emergency, work or be required to work overtime or shift work at times which would prevent their attendance at training consistent with their training contract.

16.4 School-based apprentices

See Schedule C

16.5 National training wage

See Schedule E The rates of pay for trainees covered by the Agreement will be no less than the rates of pay for trainees as prescribed by the National Training Wage under the Miscellaneous Award 2010.

16.6 Annualised Salaries

(a) Annual Salary instead of Agreement provisions

Notwithstanding any other provision of this agreement, Council and an employee may agree that the Council may pay the employee an annual salary in satisfaction of any or all of the following provisions of the agreement:

- (i) Minimum Wages - clause 16;
- (ii) Allowances - clause 18;
- (iii) Penalty rates - clause 25;
- (iv) Overtime - clause 26; and
- (v) Annual leave loading - clause 27,6

(b) Annual salary not to disadvantage employees

- (i) The annual salary must be no less than the amount the employee would have received under this agreement for the work performed over the year for which the salary is paid (or if the employment ceases earlier over such lesser period as has been worked).

- (ii) The annual salary of the employee must be reviewed by the Council at least annually to ensure that the compensation is appropriate having regard to the agreement provisions which are satisfied by the payment of the annual salary.
- (c) For the purposes of the NES, the base rate of pay of an employee receiving an annual salary under this clause comprises the portion of annual salary equivalent to the relevant rate of pay in clause 16 and excludes any incentive-based payments, bonuses, loadings, monetary allowances, overtime and penalties.
- (d) An annual salary agreement must:
 - (i) be in writing and signed by both parties;
 - (ii) state the date on which the arrangement commences;
 - (iii) be provided to the employee;
 - (iv) contain a provision that the employee will receive no less under the arrangement than the employee would have been entitled to if all agreement obligations had been met, taking account of the value of the provision of matters not comprehended by the agreement, such as private use of a Council motor vehicle,
 - (v) be subject to an annual review;
 - (vi) contain details of any salary package arrangements, including the annual salary that is payable,
 - (vii) contain details of any other non-salary benefits provided to the employee such as a Council provided motor vehicle;
 - (viii) contain details of any performance pay arrangements and performance measurement indicators;
 - (ix) contain the salary for the purposes of accident make up pay; and
 - (x) contain the agreement level classification for the role.
- (e) An annual salary agreement may be terminated:
 - (i) by the Council or the employee giving four (4) weeks' notice of termination, in writing, to the other party and the agreement ceasing to operate at the end of the notice period; or
 - (ii) at any time, by written agreement between the Council and the employee.
- (f) On termination of an annual salary agreement, the employee will revert to the Agreement entitlements unless a new annual salary agreement is reached.

17. Rates of pay

17.1 The following rates of pay increases will apply from the first full pay period on or after

- 1 July 2020 2.5%
- 1 July 2021 2.5%
- 1 July 2022 2.5%

Proposed Pay Structure with performance increments			
		2.50%	2.50%
Classification	1/07/2020	1/07/2021	1/07/2022
Level 1.1	\$ 796.76	\$ 817.16	\$ 838.07
1.2	\$ 815.99	\$ 836.39	\$ 857.30
1.3	\$ 835.23	\$ 855.63	\$ 876.53
1.4	\$ 854.46	\$ 874.86	\$ 895.77
Level 2.1	\$ 863.26	\$ 885.32	\$ 907.94
2.2	\$ 882.49	\$ 904.55	\$ 927.17
2.3	\$ 901.72	\$ 923.78	\$ 946.40
2.4	\$ 920.95	\$ 943.01	\$ 965.63
Level 3.1	\$ 929.76	\$ 953.48	\$ 977.80
3.2	\$ 948.99	\$ 972.71	\$ 997.03
3.3	\$ 968.22	\$ 991.94	\$ 1,016.26
3.4	\$ 987.45	\$ 1,011.17	\$ 1,035.49
Level 4.1	\$ 996.25	\$ 1,021.64	\$ 1,047.66
4.2	\$ 1,015.48	\$ 1,040.87	\$ 1,066.89
4.3	\$ 1,034.71	\$ 1,060.10	\$ 1,086.12
4.4	\$ 1,053.95	\$ 1,079.33	\$ 1,105.35
Level 5.1	\$ 1,062.75	\$ 1,089.80	\$ 1,117.52
5.2	\$ 1,081.98	\$ 1,109.03	\$ 1,136.76
5.3	\$ 1,101.21	\$ 1,128.26	\$ 1,155.99
5.4	\$ 1,120.44	\$ 1,147.49	\$ 1,175.22
Level 6.1	\$ 1,129.25	\$ 1,157.96	\$ 1,187.39
6.2	\$ 1,148.48	\$ 1,177.19	\$ 1,206.62
6.3	\$ 1,167.71	\$ 1,196.42	\$ 1,225.85
6.4	\$ 1,186.94	\$ 1,215.65	\$ 1,245.08
Level 7.1	\$ 1,195.74	\$ 1,226.12	\$ 1,257.25
7.2	\$ 1,214.97	\$ 1,245.35	\$ 1,276.48
7.3	\$ 1,234.20	\$ 1,264.58	\$ 1,295.71
7.4	\$ 1,253.43	\$ 1,283.81	\$ 1,314.94
Level 8.1	\$ 1,262.24	\$ 1,294.28	\$ 1,327.11
8.2	\$ 1,281.47	\$ 1,313.51	\$ 1,346.34
8.3	\$ 1,300.70	\$ 1,332.74	\$ 1,365.57
8.4	\$ 1,319.93	\$ 1,351.97	\$ 1,384.81
Level 9.1	\$ 1,328.73	\$ 1,362.43	\$ 1,396.98
9.2	\$ 1,347.97	\$ 1,381.66	\$ 1,416.21
9.3	\$ 1,367.20	\$ 1,400.90	\$ 1,435.44
9.4	\$ 1,386.43	\$ 1,420.13	\$ 1,454.67
Level 10.1	\$ 1,395.23	\$ 1,430.59	\$ 1,466.84
10.2	\$ 1,414.46	\$ 1,449.82	\$ 1,486.07
10.3	\$ 1,433.69	\$ 1,469.05	\$ 1,505.30
10.4	\$ 1,452.92	\$ 1,488.29	\$ 1,524.53
Level 11.1	\$ 1,461.73	\$ 1,498.75	\$ 1,536.70
11.2	\$ 1,480.96	\$ 1,517.98	\$ 1,555.93

11.3	\$ 1,500.19	\$ 1,537.21	\$ 1,575.16
11.4	\$ 1,519.42	\$ 1,556.44	\$ 1,594.39

17.2 Performance Incremental Step

(a) In addition to the above pay rate increases employees who participate in the performance management system TAAPILI which provides incremental pay steps within the bands providing for 3 additional steps based upon a performance criteria. There are 4 levels in each band.

(b) Each pay level will provide a jump of \$1000 per annum for the incremental step, payable if employees qualify from:

15 January 2021 \$1000 p.a. incremental performance pay step

15 January 2022 \$1000 p.a. incremental performance pay step

15 January 2023 \$1000 p.a. Incremental performance pay step

(c) The eligibility criteria for employees to progress to higher levels requires employees to exceed expectations in their performance rating within the performance management system and to comply with the performance management system in full requiring the submission of accomplishment records throughout the year.

(d) An employee may appeal to the Group Manager for the Section or Division should they disagree with their assessment. Such appeal must be made within 28 days from the assessment date and a final determination will be made by the appropriate Group Manager.

18. Work Allowances

All allowances including 18.1, 18.2, 18.3, 18.4, 18.5, 18.6, 18.7, 18.8. and 19, will be paid strictly whilst on the job or on work duties including training as required by the Council and such allowances will not be paid when the employee is on annual leave, sick leave, carers leave or away from the job for any non- work related purposes. For the purpose of overtime payments these allowances will be included in overtime calculations.

18.1 Meal allowance in relation to overtime

(a) Employees who work more than two hours' overtime in a minimum of 10 hours on duty will be paid a meal allowance of \$15.14.

(b) Where Council requires the employee to continue working for a further four hours of continuous overtime work, the employee will be paid an additional meal allowance of \$15.14.

(c) A meal allowance is not payable:

- (i) where the employee has been notified at least 24 hours in advance of the requirement to work overtime; or
- (ii) where the employee is only required to work less than the time prescribed; or
- (iii) where a meal is provided by the Council,

18.2 Vehicle allowance

(a) Where Council requires an employee to use their own vehicle in or in connection with the performance of their duties, such employee will be paid an allowance for each kilometre of authorised travel as follows:

- (i) motor vehicle—\$0.83 per kilometre; and

(ii) motorcycle—\$0.31 per kilometre.

(b) Council may require an employee to record full details of all such official travel requirements in a log book.

(c) The vehicle allowance shall be increased in line with clause 18.9(b) and shall at all times remain 5 cents above the rate contained within the *Local Government industry Award 2010* or its successor, as amended from time to time.

18.3 Tool allowance—tradespersons and apprentices

(a) Where the Council requires a tradesperson or an apprentice tradesperson to supply and maintain tools ordinarily required by the employee in the performance of their duties as a tradesperson, the employee will be paid an additional weekly amount of \$19.00.

(b) This provision will not apply where the Council provides the tradesperson or apprentice with the required tools or while employees are absent from work.

18.4 First aid allowance

(a) Where an employee who holds an appropriate first aid qualification is appointed by the Council to perform first aid duty, such an employee will be paid an additional weekly allowance of \$15.90 per week. This allowance shall be adjusted in accordance with the *Local Government Industry Award 2010*, or its successor.

(b) Clause 18.4(a) will not apply where the requirement to hold a first aid certificate is a requirement of the position

18.5 Electricity, Energy Services, and Telecom Industry Allowance

(a) This allowance shall only apply to those employees when engaged in the Telecom and Electricity areas of NIRC, including mechanics who are employed at the Powerhouse. Employees that receive this allowance shall not be entitled to receive the Adverse Working Conditions Allowance in clause 18.6.

(b) An allowance as per clause 18 for telecom employees of 3.7% of the standard weekly rate per week and for Electricity employees 10% of the standard weekly rate per week shall be paid to those employees entitled in accordance with subclause (a), for the disabilities associates with:

- Working in the powerhouse which involves working in very loud, hot, enclosed, fume ridden and dangerous conditions;
- Working in the powerhouse with fuels and oils,
- Working in environments with overhead and underground electricity transmission lines;
- Trimming vegetation around live reticulation lines and infrastructure with chainsaws and working at heights in EWP and pole platforms;
- Working in wet and stormy emergency situations to rectify and repair power and telephone lines;
- Working in direct contact with high voltage electricity when replacing/maintaining and installing lines;
- Climbing/carrying ladders;
- Working in trenches;
- Working with; and driving of heavy plant and equipment;
- Working in confined spaces such as telecom pits.

18.6 Adverse working conditions

(a) All Operational and trade employees engaged in Levels (1 to 7) of this agreement, other than those in clauses 18.5(a) and 19.1 will be paid an additional hourly allowance at the rate specified in clause 18.6(b) for all time worked by direction under adverse working conditions as defined in clause 18.6(c) provided that in all cases, in addition to the payment of this allowance, the Council will supply all appropriate protective clothing and equipment for working in the particular adverse conditions.

(b) An employee will be paid an additional hourly allowance for each hour in which work under adverse working conditions is performed as follows:

- (i) Level 1 working conditions - 5% of the minimum hourly rate for level 4; or
- (ii) Level 2 working conditions - 10% of the minimum hourly rate for level 4; or
- (iii) Level 3 working conditions - 50% of the minimum hourly rate for level 4.

(c) Definition of adverse working conditions definition

(i) Level 1 working conditions

The Level 1 working conditions allowance compensates for all adverse conditions associated with working outdoors and/or for moderately obnoxious, offensive or dirty working conditions, including:

- a working in confined or cramped spaces;
- working in wet places;
- working in hot places where temperatures are artificially raised above 45 degrees Celsius;
- working at heights above 5 metres from the ground or other stable surface, including on temporary structures;
- working in dusty, muddy or dirty conditions;
- cleaning of public toilets and animal shelters;
- operating mechanical and pneumatic equipment;
- removing or destroying dead animals;
- handling or use of herbicides, insecticides and/or other poisonous or toxic substances;
- working with dirty materials such as asphalt, concrete, epoxy compounds, green or second-hand timber, insulation materials, grease, oil and other dirty building and construction materials;
- collection, removal and/or disposal of non-putrescible waste;
- collection, removal and/or disposal of non-putrescible waste by mechanical means; and
- measuring of corpse, construction of the coffin, transporting the coffin to the funeral and hearse driving.

(ii) Level 2 working conditions

The Level 2 working conditions allowance compensates for the nature of highly obnoxious, offensive or dirty working conditions, which typically includes:

- clearing of sewer chokes;
- maintenance, connections to and/or repair of sewerage equipment;
- cleaning septic tanks, septic closets and/or chemical closets by mechanical means;
- reopening or exhumation of graves; digging graves in wet/ dry ground or where there is seepage from adjacent graves;
- handling infected materials;
- collection, removal and/or disposal of putrescible waste other than by mechanical means;
- working at waste depots, waste collection and/or waste transfer stations (other than employees engaged in gardening and/or lawn maintenance and employees engaged to work in enclosed weighbridges); and
- engaged in the collection, removal and/or disposal of, sludge from cesspits and/or grease traps.
- Working with dangerous goods as defined by the Act and for specific definitional purposes shall also include reference to lime and asbestos.

(iii) **Level 3 working conditions**

The level 3 working conditions allowance compensates for the nature of extremely obnoxious, offensive or dirty work in septic and sewerage treatment services, which typically includes:

- Fighting fires;
- Working in digestion tanks at sewerage treatment works;
- Entering and cleaning aeration ponds or wet wells at sewer pump stations;
- Working in live sewers; and
- Cleaning septic tanks, septic closets and/or chemical closets by other than mechanical means.
- Manual handling of putrescible waste such as offal, sanitary product and food waste such as working on the sorting line and composter, other than by mechanical means

(d) A Council may make an average payment equivalent to an agreed number of hours per week where the employee is regularly required to work under adverse working conditions as defined in clause 18.6(c).

(e) Adverse working conditions allowances are not payable during periods of leave.

18.7 Telephone Allowance

Where an employee is required to use their personal mobile phone for work purposes, Council shall reimburse the cost of the work-related calls.

18.8 Emergency Response System allowance

(a) Employees engaged in the function of Fire Services shall be entitled to an allowance of \$5.75 per week, for landline telephone rental where they are required to have access to the Emergency Response System ("ERS").

(b) This allowance shall be adjusted in line with any changes in the landline rentals.

18.9 Adjustment of expense related allowances

(a) Unless otherwise provided, at the time of any adjustment to the minimum rate for level 4 (1 July each year), each expense related allowance will be increased by the relevant adjustment factor. The relevant adjustment factor for this purpose is the percentage movement in the applicable index figure most recently published by the Australian Bureau of Statistics since the allowance was last adjusted.

(b) The applicable index figure is the index figure published by the Australian Bureau of Statistics for the Eight Capitals Consumer Price Index (Cat No. 6401.0), as follows:

Allowance	Applicable Consumer Price Index figure
Meal allowance	Take away and fast foods sub-group
Vehicle allowance	Private motoring sub-group
Tool allowance	Tools and equipment for house and garden component of the household appliances, utensils and tools sub-group

19. Team leader allowance

19.1 A team leader who is required to supervise other employees will be paid an allowance in addition to their classification rate of pay as detailed below. Employees that are in receipt of this allowance shall not be entitled to receive the Electrical and Telecom Industry Allowance in clause 18.5 or the Adverse Working Conditions Allowance in clause 18.6.

19.2 Team leader allowances are provided for the direct supervision of employees including permanent full time and permanent part time employees and shall include casuals rostered on for permanent shifts including those employees categorised as casual in Emergency Services, not those utilized ad hoc for replacement.

Number of employees supervised	% of the classification rate per week
1 to 5 employees	10%
6 to 15 employees OR 1 to 5 employees with budget responsibility of \$3million plus	15%
16+ employees OR 6 to 15 employees with budget responsibility of \$3 million plus	20%

20. Higher Duties

20.1 An employee directed or appointed to relieve in a higher level position where the employee is required to perform the substantive functions of the role for more than five (5) days will be paid at the higher hourly ordinary rate of pay pursuant to clause 16.1.

20.2 Subject to 20.3, higher duties will not be paid when the relieving employee is absent on leave or on a public holiday.

20.3 (a) Where an employee performs higher duties and is in receipt of a higher hourly ordinary time rate of pay for three (3) consecutive months or more immediately prior to commencing period of paid annual leave or paid personal/carer's leave, the leave shall be paid at the higher hourly ordinary time rate of pay.

(b) The amount of annual leave or personal/carer's leave that is paid at the higher hourly ordinary time rate of pay shall be proportional to the amount of annual leave or personal/carer's leave accrued whilst performing the higher duties work.

21. Payment of wages

At the Council's discretion, employees will be paid weekly, fortnightly or as otherwise agreed by Council and employee, by electronic funds transfer into the employee's nominated account or other agreed method.

22. Superannuation

22.1 Superannuation legislation

(a) Superannuation legislation, including the *Superannuation Guarantee (Administration) Act 1992* (Cth), the *Superannuation Guarantee Charge Act 1992* (Cth), the *Superannuation Industry (Supervision) Act 1993* (Cth); the *Superannuation (Resolution of Complaints) Act 1993* (Cth), and *Tax and Superannuation Laws Amendments (Norfolk Island Reforms) Act 2015*, deals with the superannuation rights and obligations of Councils and employees. Under superannuation legislation individual employees generally have the opportunity to choose their own superannuation fund. If an employee does not choose a superannuation fund, any superannuation fund nominated in the agreement covering the employee applies.

(b) The rights and obligations in these clauses supplement those in superannuation legislation.

22.2 Council contributions

Council must make such superannuation contributions to a superannuation fund for the benefit of an employee as it will avoid the Council being required to pay the superannuation guarantee charge under superannuation legislation with respect to that employee.

The Council currently pays 9.5% and will increase superannuation contributions on the first full pay period after the due date as follows:

1 July 2020 – Superannuation to increase by .5% to 10%

1 July 2021 – Superannuation to increase by .5% to 10.5%

1 July 2022 – Superannuation to increase by .5% to 11%

1 May 2023 – Superannuation to increase by .5% to 11.5%

Council agrees to increase superannuation to 12% by 2025.

22.3 Voluntary employee contributions

(a) Subject to the governing rules of the relevant superannuation fund, an employee may, in writing, authorise their Council to pay on behalf of the employee a specified amount from the wages of the employee into the same superannuation fund as the Council makes the superannuation contributions provided for in clause 22.2.

(b) An employee may adjust the amount they have authorised Council to pay from their wages from the first of the month on the provision of a signed form from the employee to Council.

- (c) The Council must pay the amount authorised under subclauses 22.3(a) or (b) no later than 28 days after the end of the month in which the deduction authorised under clauses 22.3(a) or (b) was made.

22.4 Superannuation fund

Unless, to comply with superannuation legislation, the Council is required to make the superannuation contributions provided for in clause 22.2 to another superannuation fund that is chosen by the employee, the Council must make the superannuation contributions provided for in clause 22.2 and pay the amount authorised under clauses 22.3(a) or (b) to the following superannuation funds or its successor:

- (a) AustSuper;

22.5 Absence from work

Subject to the governing rules of the relevant superannuation fund, the Council must also make the superannuation contributions provided for in clause 22.2 and pay the amount authorised under clauses 22.3(a) or (b):

- (a) Paid leave—while the employee is on any paid leave;
- (b) Work-related injury or illness - for the period of absence from work (subject to a maximum of 52 weeks) of the employee due to work-related injury or work-related illness provided that:
 - (i) the employee is receiving workers compensation payments or is receiving regular payments directly from the Council in accordance with the statutory requirements; and
 - (ii) the employee remains employed by the Council.

Part 5—Hours of Work and Related Matters

23.1 For the purpose of the NES, ordinary hours of work under this agreement are 37.5 per week.

23.2 Days on which ordinary hours can be worked

- (a) Except as otherwise provided, days on which an employee's ordinary hours can be worked are Monday to Friday.
- (b) Shift penalties are provided to employees in the following roles who work outside of ordinary hours on Monday to Sunday Days on which ordinary hours for employees in the following roles or work areas can be worked are Monday to Sunday:
 - (i) aerodromes/airports, including airport screening officers;
 - (ii) cleaners;
 - (iii) community services;
 - (iv) customer service centres;
 - (v) garbage, sanitary and sullage services;
 - (vi) local law enforcement and community safety services;
 - (vii) libraries;
 - (viii) Lighterage services;
 - (ix) Retail outlets (including Liquor Bond);
 - (x) recreation services; and

(xi) tourism services.

(c) Except as otherwise provided, an employee who works ordinary hours on a Saturday or Sunday in a role/work area as prescribed in clause 23.2(b) will be entitled to weekend penalty rates in accordance with clause 25.2.

23.3 Span of ordinary hours

- (a) The span of ordinary hours of work on a day on which ordinary hours can be worked will be between 6.00 am and 9.00 pm.
- (b) An employee may work ordinary hours outside of the span provided in this clause, provided the employee is paid a weekday penalty in accordance with clause 25.1 for hours actually worked.

23.4 Arrangements of hours

The ordinary hours of work for a full-time employee are an average of 37 5 hours per week (not including unpaid meal breaks) over a period of 28 days worked

23.5 Maximum ordinary hours in a day

An employee may work up to a maximum of 10 ordinary hours on any day/shift (excluding unpaid meal breaks) or, by agreement between the Council and employee, up to a maximum of 12 ordinary hours on any day/shift.

23.6 Rosters and changes to rosters

- (a) A roster for full-time and part-time employees showing normal starting and finishing times and the surname and initials of each employee will be prepared by the Council and will be made available to employee/s 7 days prior to commencement.
- (b) A roster can be altered by mutual consent at any time and may be altered by the Council on seven days' notice. Where practicable, two weeks' notice of rostered day or days off should be given provided that the days off may be changed by mutual consent or through illness or other cause over which the Council has no control.

23.7 Flexible working arrangements

Council and employee may agree to flexible working arrangements which include flexitime, banked hours, make-up time and/or seasonal working arrangements.

24.Meal breaks

24.1 An employee will not be required to work more than five hours without receiving an unpaid meal break of at least 30 minutes.

24.2 in the case of unforeseen circumstances, the meal break may be delayed and will be taken as soon as practicable, subject to the observance of appropriate health and safety standards.

24.3 Council may require an employee in the following roles or work areas to remain at their place of work during the meal break if a replacement employee is not reasonably available:

- (a) Childcare services;
- (b) Recreation centres;
- (c) Tourism services;
- (d) Community services;
- (e) Lighterage services.

Provided that where the employee is required to perform work during their meal break the employee shall have their meal break extended so that they receive an unpaid meal break of at least 30 minutes in the aggregate.

25. Penalty rates

25.1 Weekday penalty rates

An employee required to work ordinary rostered hours on a Monday to Friday outside the span of hours provided in clause 23.3 will be paid a penalty of 20% in addition to the hourly ordinary time rate for hours worked outside of such span.

25.2 Weekend penalty rates

An employee who works on a Saturday or Sunday in a role/work area specified in clause 23.2(b) will be entitled to the following penalties for all ordinary hours worked:

- (a) all ordinary rostered hours worked on a Saturday will be paid at the rate of time and a half. Saturday is taken to commence at midnight on Friday and finish at midnight on Saturday;
- (b) all ordinary rostered hours worked on a Sunday will be paid at the rate of time and three quarters. Sunday is taken to commence at midnight on Saturday and finish at midnight on Sunday; and
- (c) weekend penalty rates for ordinary rostered hours worked in accordance with clauses 25.2(a) and (b) will be paid for the actual time worked on Saturday and/or Sunday.

25.3 Weekend penalties for recreation centres and community services

Employees engaged in recreation centres or community services will not be entitled to weekend penalty rates for ordinary rostered hours worked on Saturday or Sunday between the hours of 6am to 9.00pm. All other weekend hours for such employees will be paid according to clause 25.2.

26. Overtime

26.1 Overtime

Unless otherwise provided, overtime means all work performed at the direction of the Council:

- (a) in excess of the employee's ordinary weekly hours as specified in clause 23.1;
- (b) on days other than ordinary working days as specified in clause 23.2; or
- (c) in excess of the maximum ordinary hours on any day provided by clause 23.5

26.2 Payment for overtime

- (a) Except as otherwise provided, overtime will be paid at the rate of time and a half for the first two hours and double time thereafter.
- (b) Overtime worked from 12 noon on a Saturday and all day on a Sunday will be paid at the rate of double time,
- (c) The payment for overtime rates is calculated on the employee's hourly ordinary time rate.
- (d) In computing overtime, each day's work stands alone.

26.3 Time off instead of payment for overtime (TOIL)

- (a) An employee and Council may agree in writing to the employee taking time off instead of being paid for a particular amount of overtime that has been worked by the employee.

(b) Any amount of overtime that has been worked by an employee in a particular pay period and that is to be taken as time off instead of the employee being paid for it must be the subject of a separate agreement under clause 26.3(f).

(c) TOIL is accrued as an entitlement on a 1 to 1 paid time off basis.

(d) TOIL may be accumulated up to a maximum of 37.5 hours at any one time but must be taken within a three-month period after the overtime is worked. No additional TOIL will be granted once the 37.5-hour cap has been reached and employees will then be paid at the applicable overtime rate

(e) TOIL must not be taken during the 3 day Christmas shut down.

(f) An agreement must state each of the following:

(i) The number of overtime hours to which it applies and when those hours were worked;

(ii) That the Council and employee agreed that the employee may take time off instead of being paid for the overtime;

(iii) That, if the employee requests at any time, Council must pay the employee for the overtime covered by the agreement but not taken as time off, at the overtime rate applicable to the overtime when worked;

(iv) That any payment mentioned in the subparagraph (iii) must be made in the next pay period following the request.

(g) The period of time off that an employee is entitled to take is the same as the number of overtime hours worked.

(h) Time off must be taken:

(i) Within the period of 3 months after the overtime is worked; and

(ii) At a time within that period of 3 months agreed by the employee and Council.

(i) If the employee requests at any time, to be paid for overtime covered by an agreement under clause 26.3(f) but not taken as time off. Council must pay the employee for the overtime, in the next pay period following the request, at the overtime rate applicable to the overtime when worked.

(j) If time off for overtime that has been worked is not taken within the period of 3 months mentioned in paragraph (h), Council must pay the employee for the overtime, in the next pay period following those 3 months, at the overtime rate applicable to the overtime when worked.

(k) Council must keep a copy of any agreement under clause 26.3(f) as an employee record.

(l) Council must not exert undue influence or undue pressure on an employee in relation to a decision by the employee to make, or not make, an agreement to take time off instead of payment for overtime.

(m) An employee may, under section 65 of the Act, request to take time off, at a time or times specified in the request or to be subsequently agreed by Council and the employee, instead of being paid for overtime worked by the employee, if Council agrees to the request then clause 26.3 will apply, including the requirement for a separate written agreement under paragraph (b) for overtime that has been worked.

(n) If, on the termination of the employee's employment, time off for overtime worked by the employee to which clause 26.3 applies has not been taken, Council must pay the employee for the overtime at the overtime rate applicable to the overtime when worked.

26.4 Rest period after overtime

(a) Wherever reasonably practicable, working hours should be arranged so that an employee has at least 10 consecutive hours off duty between the work on successive days or shifts.

(b) An employee, other than a casual employee, who works so much overtime between the termination of their ordinary hours on one day and the commencement of their ordinary hours on the next day that the employee has not had at least 10 consecutive hours off duty between those times must, subject to the other provisions of this clause, be released until the employee has had 10 consecutive hours off duty without loss of pay of ordinary hours occurring during such absence.

(c) If on the instructions of Council, an employee resumes or continues work without having had the 10 consecutive hours off the employee must be paid at the rate of double time until the employee is released from duty for such period. The employee is then entitled to be absent until the employee has had 10 consecutive hours off duty without loss of pay for ordinary hours occurring during the absence.

(d) On call, call-back and remote response

Notwithstanding clauses 26.4(a) to (c), this clause will not apply where an employee works for less than three hours on call, call-back or remote response on any one day in accordance with clauses 26.5 or 26.6.

26.5 Call-back

(a) For the purposes of this agreement, an employee will be deemed to be on a call-back if the employee is recalled to work overtime after leaving Councils premises or worksite and without receiving prior notice of the requirement to work overtime before ceasing work. Provided that employees will not be deemed to be on call-back where the employee works such overtime continuous with the employee's ordinary hours.

(b) Any employee who is called back to work will be paid for a minimum of three hours' work at the appropriate overtime rate for each time so recalled. Provided that any subsequent call-backs occurring within three hours of a call-back will not attract any additional payment. An employee working on a call-back will be paid the appropriate overtime rate from the time that such employee departs for work.

(c) Except in the case of unforeseen circumstances arising, the employee will not be required to work the full three hours if the job that the employee was recalled to perform is completed within a shorter period. This clause will not apply in cases where the call-back is continuous subject to a reasonable meal break with the commencement of ordinary hours,

26.6 On call

(a) An employee rostered by Council to be available for duty outside of the employee's ordinary working hours will be on call. An employee on call must aim to be able to be contacted and respond within half an hour to a request to attend work.

(b) *On call allowance*

Where the employee is on call, the employee will be paid an on call allowance each day, in addition to their salary system rate of pay equivalent to:

(i) two hours at the standard rate for an employee on call, Monday to Friday inclusive;

(ii) three hours at the standard rate if required to be on call on a Saturday; or

(iii) four hours at the standard rate if required to be on call on a Sunday or a public holiday.

(c) *Call out*

An employee who is on call and in receipt of an on call allowance will be paid at the appropriate overtime rate for time required to attend work. Actual time worked will be deemed to apply from the time the employee leaves home, with a minimum payment of two (2) hours,

(d) *Remote response*

An employee who is in receipt, of an on call allowance and available to immediately;

- (i) respond to phone calls or messages;
 - (ii) provide advice ('phone fixes');
 - (iii) arrange call out/call back/rosters of other employees; and
 - (iv) remotely monitor and/or address issues by remote telephone and/or computer access, will be paid the applicable overtime rate for the time actually taken in dealing with each particular matter.
- (e) An employee remotely responding will be required to maintain and provide to the Council a time sheet of the length of time taken in dealing with each matter remotely for each day commencing from the first remote response. The total overtime paid to an employee for all time remotely responding in any day commencing from the first response will be rounded up to the nearest 15 minutes

Part 6—Leave and Public Holidays

27. Annual leave

27.1 Amount of leave

For each year of service with Council, an employee is entitled to:

- (a) 6 weeks of paid annual leave;

27.2 Accrual of leave

- (a) An employee's entitlement to annual leave accrues progressively during a year of service according to the employee's ordinary hours of work, and accumulates from year to year.
- (b) Employees must take their annual leave such that their Annual Leave accrual is limited to a maximum of 10 weeks leave

27.3 Shift-workers for the purposes of the annual leave

For the purpose of s87(1)(b) of the Act, a shiftworker is an employee:

Who works a roster and who, over the roster cycle, may be rostered to work ordinary shifts on any of the seven days of the week, who is regularly rostered to work on Sundays and public holidays

27.4 Taking of annual leave

- (a) Paid annual leave is to be taken at a time agreed to by Council and the employee expect as specified in clause 27.4 (b)
- (b) 3 days of Annual leave must be used during the compulsory Christmas close down period, except where employees are required to work through the Christmas-New Year period and in such situations any of the three days are added to the normal annual leave entitlement.

27.5 Payment for annual leave

Employees will be paid their hourly ordinary time rate of pay during periods of annual leave for the hours so taken.

27.6 Annual leave loading

- (a) The employee will be paid an annual leave loading of 17.5% calculated on the employee's minimum weekly rate of pay in addition to payment for annual leave provided.
- (b) Annual leave loading will, at the discretion of Council, be paid in any of the following ways;
 - (i) on the anniversary date of employment;
 - (ii) on the same date each year as determined by Council; or
 - (iii) when taking annual leave.
- (c) The maximum amount of annual leave loading that Council may be required to pay in any year of service will not exceed 70% of the minimum weekly rate for Level 11.

27.7 Annual close down

Council may require an employee to take annual leave as part of a close-down of its operations by giving at least four weeks' notice.

27.8 Excessive leave accruals: general provisions

- (a) An employee has an excessive leave accrual if the employee has accrued more than 10 weeks' paid annual leave if an employee has an excessive leave accrual, Council or the employee may seek to confer with the other and genuinely try and reach agreement on how to reduce or eliminate the excessive leave accrual.
- (b) Clause 27.9 sets out how Council may direct an employee who has an excessive leave accrual to take paid annual leave.
- (c) Clause 2.7.10 sets out how an employee who has an excessive leave accrual may require Council to grant paid leave requested by the employee.

27.9 Excessive Leave accruals: direction by Council that leave be taken

- (a) If Council has genuinely tried to reach agreement with an employee under clause 27.3(a) but agreement is not reached (including because the employee refuses to confer), Council may direct the employee in writing to take one or more periods of paid annual leave.
- (b) However, a direction by Council under 27.9(a):
 - (i) Is of no effect if it would result at any time in the employee's remaining accrued entitlement to paid annual leave being less than 6 weeks when any other paid annual leave arrangements (whether made under clause 27.8 or 27.9 or 27.10 or otherwise agreed by Council and the employee) are taken into account; and
 - (ii) Must not require the employee to take any period of paid annual leave of less than one week; and
 - (iii) Must not require the employee to take a period of paid annual leave beginning less than 8 weeks, or more than 12 months, after the direction, is given; and
 - (iv) Must not be inconsistent with any leave arrangements agreed by Council and employee.

- (c) The employee must take paid annual leave in accordance with a direction under paragraph (a) that is in effect,
- (d) An employee to whom a direction has been given under paragraph 27.9(a) may request to take a period of paid annual leave as if the direction had not been given.

27.10 Excessive leave accruals: request by employee for leave

- (a) If an employee has genuinely tried to reach agreement with Council under clause 27.8(a) but an agreement is not reached (including because Council refuses to confer), the employee may give a written notice to Council requesting to take one or more periods of paid annual leave.
- (b) However, an employee may only give a notice to Council under paragraph 27.10(a) if:
 - (i) The employee has had an excessive leave accrual for more than 6 months, at the time of giving the notice; and
 - (ii) The employee has not been given a direction under clause 27.9(a) that, when any other paid annual leave arrangements (whether made under clause 27.8, 27.9 or 27.10 or otherwise agreed by Council and employee) are taken into account, would eliminate the employee's excessive leave accrual.
- (c) A notice given by an employee under paragraph 27.10(a) must not:
 - (i) If granted, result in the employee's remaining accrued entitlement to paid annual leave being at any time less than 8 weeks when any other paid annual leave arrangements (whether made under clause 27.8, 27.9 or 27.10 or otherwise agreed by the employer and employee) are taken into account; or
 - (ii) Provide for the employee to take any period of paid annual leave of less than one week; or
 - (iii) Provide for the employee to take a period of paid annual leave beginning less than 8 weeks, or more than 12 months, after the notice is given; or
 - (iv) Be inconsistent with any leave arrangement agreed by Council and the employee.

27.11 Annual leave in advance

- (a) Council and an employee may agree in writing to the employee taking a period of paid annual leave of not more than 10 days, before the employee has accrued an entitlement to the leave.
- (b) An agreement, as set out in Schedule F must:
 - (i) State the amount of leave to be taken in advance and the date on which leave is to commence; and
 - (ii) Be signed by Council and employee, and if the employee is under 18 years of age, by the employee's parent or guardian.
- (c) Council must keep a copy of this agreement under clause 27.11 as an employee record.
- (d) If, on the termination of the employee's employment, the employee has not accrued an entitlement to all of a period of paid leave already taken in accordance with the agreement under clause 27.11, Council may deduct from any money due to the employee on termination an amount equal to the amount that was paid to the employee in respect of any part of the period of annual leave taken in advance to which an entitlement has not been accrued.

27.12 Cashing out of annual leave

- (a) Paid annual leave must not be cashed out except in accordance with an agreement, as set out in Schedule G, under clause 27.12
- (b) Each cashing out of a particular amount paid annual leave must be the subject of a separate agreement under clause 27.12.
- (c) Council and an employee may agree in writing to the cashing out of a particular amount of accrued paid annual leave by the employee.
- (d) An agreement under clause 27.12 must state:
 - (i) The amount of leave to be cashed out and the payment to be made to the employee for it; and
 - (ii) The date on which the payment is to be made.
- (e) An agreement under clause 27.12 must be signed by Council and the employee and, if the employee is under 18 years of age, by the employee's parent or guardian.
- (f) The payment must not be less than the amount that would have been payable had the employee taken the leave at the time the payment is made.
- (g) An agreement must not result in the employee's remaining accrued entitlement to paid annual leave being less than 4 weeks,
- (h) The maximum amount of accrued paid annual leave that may be cashed out in any period of 12 months is 2 weeks.
- (i) Council must keep a copy of any agreement under clause 27.12 as an employee record

27.13 Annual airfare travel allowance

- (a) Employees will receive \$500 per annum allowance paid on the last pay period before Christmas as reimbursement for the former biannual airfare clause. This amount is indexed by the same annual increase in this agreement of 2.5% for years 2 and 3 with the initial payment starting at \$500
- (b) To be eligible for the payment of the allowance, full time and part-time permanent employees must:
 - (i) have worked the full twelve- month period calendar period, for the full allowance to be paid; or
 - (ii) a pro-rata amount will be paid for the portion of the year that they have worked.
- (c) Permanent part- time employees will be paid the allowance pro-rata for the time worked in the preceding twelve month period.
- (d) In the first year, a pro-rata entitlement is paid to employees for the period between the approval of the agreement by Fair Work Commission date and Christmas.
- (e) Preservation:
 - (i) Existing staff entitlements as at May 2020 will be honoured as defined in the last agreement in clause 27.13 EA 2018.
 - (ii) Full and part-time staff who have qualified by having worked the full two years of the Norfolk Island Enterprise Agreement 2018 (clause 27.13 a) prior to ratification of the new agreement, may seek reimbursement for flights taken from 22 May 2018 but no later than 30 June 2021, providing both an airline or travel agent receipt plus boarding pass is provided to Council for reimbursement.

(iii) An employee who has not worked the full 2-years under the previous Norfolk Island Regional Council Enterprise Agreement 2018 will not qualify for reimbursement of any flight.

(iv) Any employee who resigns or leaves his or her work prior to the end of the year has no claim for this reimbursement payment nor any claim for a pro-rata entitlement. The employee must be working at the time of the payment this being the final pay period before Christmas.

28. Personal/Carer's leave and compassionate leave

28.1 Entitlement to Personal/Carer's leave

- (b) For each year of service with Council, an employee, other than a casual, is entitled to 15 days' of paid personal/carers' leave.
- (b) An employee's entitlement to paid personal/ carer's leave accrues progressively during a year of service according to the employee's ordinary hours of work, and accumulates from year to year,

28.2 Taking paid personal/carers' leave

An employee may take paid personal/carers' leave if the leave is taken:

- (a) Because the employee is not fit for work because of a person illness, or personal injury, affecting the employee; or
- (b) To provide care or support to a member of the employee's immediate family, or a member of the employee's household, who requires care or support because of:
 - (i) a personal illness, or personal injury, affecting the member; or
 - (ii) an unexpected emergency affecting the member.

28.3 Employee taken not to be on paid personal/carers' leave on public holiday

If the period during which an employee takes paid personal/carers' leave includes a day or part-day that is a public holiday, the employee is not taken to be on paid personal/carers' leave on that public holiday.

28.4 Payment for paid personal/ carers' leave

Where the employee takes leave in accordance with this clause, Council shall pay the employee their ordinary rate of pay for the employee's ordinary hours of work in the period.

28.5 Entitlement to unpaid carer's leave

An employee is entitled to 3 days of unpaid carer's leave for each occasion when a member of the employee's immediate family, or a member of the employee's household, requires care or support because of:

- (a) a personal illness, or personal injury, affecting the member; or
- (b) an unexpected emergency affecting the member

28.6 Taking unpaid carer's leave

- (a) An employee may take unpaid carer's leave for a particular permissible occasion if the leave is taken to provide care or support as referred to in clause 28.5.
- (b) An employee may take unpaid carer's leave for a particular permissible occasion as:
 - (a) a single continuous period of up to 2 days; or
 - (b) any separate period to which the employee and Council agree.

- (c) An employee cannot take unpaid carer's leave during a particular period if the employee could instead take paid personal/carer's leave.

28.7 Compassionate Leave - Entitlement to compassionate leave

An employee is entitled to 2 days of compassionate leave for each occasion when a member of the employee's immediate family or a member of the employee's household:

- (a) contracts or develops a personal illness that poses a serious threat to his or her life; or
- (b) sustains a personal injury that poses a serious threat to his or her life; or
- (c) dies.

Where the employee is required to leave Norfolk Island for the purpose of compassionate leave, the entitlement shall be 5 days for each occasion.

28.8 Taking compassionate leave

- (a) An employee may take compassionate leave for a particular permissible occasion if the leave is taken:
 - (i) to spend time with the member of the employee's immediate family or household who has contracted or developed the personal illness, or sustained the personal injury referred to in clause 28.7; or
 - (ii) after the death of the member of the employee's immediate family or household referred to in clause 28.7.
- (b) An employee may take compassionate leave for a particular permissible occasion as:
 - (i) a single continuous 2 day period; or
 - (ii) 2 separate periods of 1 day each; or
 - (iii) any separate periods to which the employee and Council agree
- (c) If the permissible occasion is the contraction or development of a personal illness, or the sustaining of a personal injury, the employee may take the compassionate leave for that occasion at any time whilst the illness or injury persists.

28.9 Payment for compassionate leave, other than casuals

For all employees, other than a casual employee, Council will pay the employees ordinary rate of pay for the employee's ordinary hours of work in the period taken as paid compassionate leave.

28.10 Notice

- (a) An employee must give Council notice of the taking of leave under this clause.
- (b) The notice:
 - (i) must be given to Council as soon as practicable (which may be at a time after the leave has started); and
 - (ii) must advise Council of the period or expected period of leave.

28.11 Evidence

An employee who has given Council notice of taking leave in accordance with this clause must, if required by Council, provide evidence that would satisfy a reasonable person, that:

- (a) in the case of paid personal/carer's leave - the leave is taken for a reason as specified in clause 28.2 and:

- Where the employee has had 3 consecutive days off in any one year; or
 - Where the employee has had 3 occasions of 2 consecutive days off in any one year; or .
 - 5 single day absences in any one year; or
- (b) if it is unpaid carer's leave - the leave is taken for a permissible occasion in circumstances specified in 28.5; or
- (c) if it is compassionate leave - the leave taken for a permissible occasion in the circumstances in clause 28.8.

28.12 Leave management – Uncertificated Leave

Council requires all employees to submit medical certificates for any sick leave or carers leave taken immediately before or immediately after a public holiday or annual leave. If such certificate is not provided the absence will be deducted against annual leave or leave without pay if insufficient annual leave.

28.13 Off-Island Travel for Medical Purposes

Employees may be required to visit Australia for specialist medical appointments. Where, due to flight restrictions, changes in circumstances such as a requirement for additional medical testing or appointments, such that an employee's return to the Island may be delayed, Council will accept a copy of a medical referral or medical certificate for such treatment as appropriate evidence to grant special travel leave before and/or after the medical appointment. Such additional leave may be granted up to a maximum of 4 paid travel days per financial year for the purpose of medical transportation each year.

This applies only to the employee and not the employee's family and is separate to compassionate leave or carers leave. These days are not accumulative.

29. Domestic Violence Leave

29.1 Definition Domestic Violence

- (a) Domestic violence is an abuse of power perpetrated against an immediate family member. Behaviours that can be exhibited in domestic violence include but are not limited to threats, physical assault, emotional abuse, financial exploitation, humiliation and economic deprivation.
- (b) For the purpose of this clause, immediate family is defined as a spouse, de facto partner, child, parent, grandparent, grandchild or sibling of the employee.
- (c) An employee is not considered to be experiencing domestic violence if they have been the victim of violence from someone who is not intimately known to them.

29.2 Entitlement to Domestic Violence leave

Subject to clause 29.3, an employee other than a casual, is entitled to up to two days of domestic violence leave per occasion of domestic violence, when they require time off for medical, legal, counselling and/or court appearances,

29.3 Evidence

Proof of domestic violence may be required for payment to be made in accordance with clause 29.4. Such evidence can include a medical certificate, a written document issued by the Police Service, and/or court documents which demonstrate that the employee is a victim of domestic violence.

29.4 Payment for domestic violence leave

- (a) An employee may take domestic violence leave as:

- (i) a single continuous 2 day period; or
- (ii) 2 separate periods of 1 day each; or
- (iii) any separate periods to which the Council and employee agree.

(b) An employee who takes domestic violence leave will disclose to Council that they are experiencing domestic violence. Such information is personal/confidential and shall be managed in accordance with applicable legislation, provided that the Council may disclose the information if it believes, on reasonable grounds, that the disclosure is necessary to obtain advice and/or prevent or lessen a threat to life or health of the individual concerned or another person.

(c) Any application for domestic violence leave shall be made to the Human Resources Department or the employee's supervisor.

30. Community service leave

30.1 Entitlement to be absent from employment for engaging in eligible community service activity

An employee who engages in an eligible community service activity is entitled to be absent from employment for a period if:

- (a) the period consists of one or more of the following:
 - i) time when the employee engages in the activity;
 - ii) reasonable travelling time associated with the activity;
 - iii) reasonable rest time immediately following the activity' and
- (b) unless the activity is jury service - the employee's absence is reasonable in all the circumstances.

30.2 Meaning of eligible community service activity

General

- (a) Each of the following is an eligible community service activity;
 - (i) jury service (including attendance for jury selection) that is required by or under a law of the Commonwealth, a State or a Territory; or
 - (ii) a voluntary emergency management activity or
 - (iii) an activity prescribed by the Act and/or associated Regulations.

Voluntary emergency management activities

- (a) An employee engages in a voluntary emergency management activity if, and only if:
 - (i) the employee engages in an activity that involved dealing with an emergency or natural disaster; and
 - (ii) the employee engages in the activity on a voluntary basis (whether or not the employee directly or indirectly takes or agrees to take an honorarium, gratuity or similar payment wholly or partly for engaging in the activity); and
 - (iii) the employee is a member of, or has a member-like association with, a recognised emergency management body: and
 - (iii) either:
 - a. the employee was requested by or on behalf of the body to engage in the activity; or

- b. no such request was made, but it would be reasonable to expect that, if the circumstances had permitted the making of such a request, it is likely that such a request would have been made

30.3 Notice and evidence

- (a) An employee who wants an absence from his or her employment for the purpose of eligible community service must provide Council notice of the absence.
- (b) The notice must:
 - (i) be given to Council as soon as practicable; and
 - (ii) advise Council of the period or expected period of the absence.
- (c) An employee who has given Council notice of an absence under subsection (a) must, if required, give Council evidence that would satisfy a reasonable person that the absence is because the employee has been or will be engaging in an eligible community service activity.
- (d) An employee's absence from work is not covered unless they comply with this clause.

30.4 Payment to employees (other than casuals) on jury service

- (a) Where an employee is absent for a period because of jury service, subject to this clause, the employee shall be paid their ordinary rate of pay for the employee's ordinary hours of work in that period, less any amount of jury service pay received for the period, up to a maximum of 10 days.
- (b) Council requires an employee to provide evidence that demonstrates that they have taken all steps necessary to obtain any amount of jury service pay and the total amount of jury service pay that has been paid for the period.
- (c) Where an employee does not provide the required evidence in accordance with subsection (b), payment shall not be made to the employee.
- (d) For the purpose of this clause, jury service pay shall mean an amount paid in relation to jury service under a law of the Commonwealth, a State or a Territory, other than an amount that is, or that is in the nature of an expense related allowance.

31. Parental Leave

31.1 Eligibility for Parental leave

An employee, other than a casual employee, is entitled to leave under this clause (other than unpaid pre-adoption leave or unpaid no safe job leave) unless the employee has, or will have completed at least 12 months continuous service with Council immediately before the date or expected date of the birth or date of placement, in the case of adoption.

31.2 Entitlement to unpaid parental leave

- (a) An employee is entitled to 12 months unpaid parental leave if the leave is associated with the birth of a child of the employee or employee's spouse or de- facto partner; or the placement of a child with the employee for adoption; and the employee has or will have responsibility for the care of the child.
- (b) An employee who takes unpaid parental leave may request an extension of unpaid parental leave for a further period of up to 12 months, immediately following the end of the initial period of leave.

31.3 The leave must be taken in a single continuous period and where the leave is birth related, the period of leave may start up to 6 weeks before the expected date of the birth of the child; or earlier if Council and the employee agree.

31.4 In the case of adoption leave, such leave must start on the day of placement.

31.5 Entitlement to paid maternity leave

- (a) An employee shall be entitled to paid parental leave where they meet the eligibility requirements in clause 31.1.
- (b) An eligible employee is entitled to 12 weeks' paid maternity leave at the employees' ordinary rate of pay.
- (c) The 12 weeks' maternity leave shall be given and taken in one continuous period.
- (d) Where an eligible employee seeks to take maternity leave in accordance with this subclause, the notice and evidence requirements in subclause 31.6(a), 31.6(c) and 31.6(d) are required to be adhered to.

31.6 Notice and evidence requirements – parent leave

- (a) The employee must give written notice of taking unpaid parental leave to Council:
 - (i) at least:
 - a. 10 weeks before starting the leave, unless subparagraph ii) applies; or
 - b. if the leave is to be taken in separate periods of concurrent leave and the leave is not the first of those periods of concurrent leave - 4 weeks before starting the period of concurrent leave;
 - or
 - (ii) if that is not practicable, as soon as practicable (which may be a time after the leave has started).
- (b) The notice provided to Council must specify the intended start and end dates.
- (c) At least 4 weeks prior to the intended start date of the leave, the employee must confirm the commencement and cessation dates of the leave and advise Council of any changes to such dates.
- (d) The employee must, if required by Council, give Council evidence that would satisfy a reasonable person:
 - (i) if the leave is birth related - of the date of birth or expected date of birth of the child; or
 - (ii) if the leave is adoption related - of the day of placement or expected day of placement and that the child is or will be under 16 years of age at the date of placement.
- (e) Where an employee seeks to extend a period of unpaid parental leave in accordance with 31.2(b), the request must be made in writing to Council at least 4 weeks prior to the end of the initial period of unpaid parental leave.
- (f) Upon the request in 31.6(e), Council must provide a written response to the request, stating whether it is granted or refused. Such response must be provided not later than 21 days after the request is made. Such a request can only be refused on the basis of reasonable business grounds.

31.7 All other provisions relating to Parental Leave shall be in accordance with the NES.

32. Public holidays

32.1 Entitlement to be absent on a public holiday

An employee shall be entitled to be absent from his or her employment on a day or part-day that is a public holiday for the purpose of this agreement.

32.2 Reasonable requests to work public holidays

- (a) Council may request an employee to work on a public holiday, if the request is reasonable.
- (b) If Council requests an employee to work on a public holiday, the employee may refuse the request if:
 - i) the request is not reasonable; or
 - ii) the refusal is reasonable.
- (c) in determining whether a request or refusal of a request, to work on a public holiday is reasonable, the following must be taken into account:
 - i) the nature of Council's workplace (including operational requirements) and the nature of the work performed by the employee;
 - ii) the employee's personal circumstances including family responsibilities;
 - iii) whether the employee could reasonably expect that Council might request work on the public holiday;
 - iv) whether the employee is entitled to receive overtime payments, penalty rates or other compensation for, or a level of remuneration that reflects an expectation of, work on the public holiday;
 - v) the type of employment of the employee (full time, part time, casual);
 - vi) the amount of notice in advance of the public holiday given by Council when making the request;
 - vii) in relation to the refusal of a request - the amount of notice in advance of the public holiday given by the employee when refusing the request;
 - viii) any other relevant matter.

32.3 Public holidays

For the purpose of this agreement, public holidays shall be observed on the following days:

- (a) January (New Year's Day);
- (b) January (Australia Day);
- (c) March (Foundation Day);
- (d) Good Friday;
- (e) Easter Monday;
- (f) April (Anzac Day);
- (g) June (Anniversary – Bounty Day)
- (h) The Queen's Birthday;
- (i) Show Day;
- (j) Thanksgiving Day;
- (k) December (Christmas Day);
- (l) December (Boxing Day)

32.4 Where an employee is required to work on a public holiday they will be paid at the rate of double time and a half for the actual-hours worked.

32.5 Where an employee is required to work on the observed public holiday they will be paid at the rate of double time and a half for the actual hours worked. An employee who works on an observed and actual public holiday will be paid the penalty rate for working on the observed public holiday, but not both.

32.6 Council and employee may agree to substitute a public holiday as provided by clause 32.3 of this agreement with an alternative day.

32.7 When a public holiday occurs on a day on which an employee is rostered off while employed on a seven day a week rotating roster system, the employee will be paid a day's pay at ordinary rates in addition to the ordinary week's pay. Council may instead of making such additional payment, grant a day's leave for each such public holiday which may be taken at such time as is mutually agreed to between the Council and the employee

32.8 Replacement public holiday a full-time permanent employees whose rostered days fall on a public holiday, will receive a replacement public holiday day..

33. Long Service Leave

33.1 Long service leave shall be provided for in accordance with the Long Service Leave Act 1955 (NSW) as amended by the Norfolk island Applied Laws Ordinance of 2016

33.2 Entitlement to Long Service Leave

(a) An employee shall be entitled to long service leave as follows:

Length of Service	Entitlement
After 5 years' service	6.5 weeks
After 10 years' service	Another 6.5 weeks
After 15 years' service	Another 6.5 weeks
After 20 years' service	Another 11 weeks
For every completed period of 5 years thereafter 20 years' service	11 weeks

33.3 Pro Rata Long Service Leave on termination

(a) Where an employee has completed more than 5 years' service with Council and is terminated for any cause, long service leave shall be deemed to have accrued for the employee's total length of service an amount of long service leave, less any long service leave taken. The pro rata leave shall be computed in monthly periods and equivalent to 1.3 weeks for each year of service up to 15 years and 2.2 weeks for each year of service from 15 years onwards.

34. Salary Sacrifice

(a) The employer and an employee may agree to enter into a salary sacrifice arrangement, which allows an employee to receive a part of their pre-tax salary as a benefit rather than salary. Such agreement shall not unreasonably be withheld.

(b) Benefits that may be salary sacrificed include, but shall not be limited to, child care facilities operated by the employer on its premises; and additional superannuation and motor vehicles supplied by the employer under lease back arrangements where the amount to be salary sacrificed for leaseback of the employer's motor vehicle is that part of the lease back fee that exceeds the employer's fringe benefit tax liability.

(c) The value of the benefits shall be agreed between the employer and employee and shall include fringe benefits tax where applicable.

- (d) The salary sacrifice arrangement, including the benefits to be salary sacrificed and their value including fringe benefit(s) tax, shall be in writing and signed by both the employer and the employee.
- (e) The employee may request in writing to change the benefits to be salary sacrificed once each year and the employer shall not unreasonably refuse the request.
- (f) The employee's gross pay is their pre-tax ordinary pay less the values of the salary sacrifice benefit including fringe benefit(s) tax.
- (g) The value of, a salary sacrifice benefit and applicable fringe benefit tax, shall be treated as an approved benefit for superannuation purposes and shall not reduce the employee's salary for employer contributions.
- (h) The value of salary sacrifice benefits and applicable fringe benefits tax shall be ordinary pay for calculating overtime and termination payments.
- (i) The employee is responsible for seeking appropriate financial advice when entering into any arrangement under this clause.
- (j) The employer will ensure that the salary sacrifice arrangement complies with taxation and other relevant laws.
- (k) The employer has the right to vary and/or withdraw from offering salary sacrifice to employees with appropriate notice if there is any alteration to relevant legislation that is detrimental to salary sacrifice arrangements.
- (l) A salary sacrifice arrangement shall cease on the day of termination of employment.
- (m) A salary sacrifice arrangement shall be suspended during periods of leave without pay.
- (n) The employer may maintain and/or enter into other salary sacrifice arrangements with employees.

Schedule A - Classifications

This agreement structure consists of skill-based classifications defined according to the following skill descriptors. Various positions may also require employees to hold and maintain appropriate licences, certificates and/or tickets for the operation of machinery, plant and/or tools.

A.1 Level 1

Level 1 covers entry level for operational employees with minimal experience and qualifications.

A.1.1 Authority and accountability: Completion of generic and basic tasks involving the utilisation of basic skills under established practices and procedures. Individual or team work is closely monitored under direct supervision.

A.1.2 Judgment and problem solving: Judgment is minimal and work activities include routine and clearly defined work which is co-ordinated by other employees. The tasks to be performed may involve the use of a basic range of tools, techniques and methods within a limited range of work.

A.1.3 Specialist knowledge and skills: Job specific knowledge and skill are obtained through on-the-job training and workplace based induction training.

A. 1.4 Management skills: Not required at this level.

A.1.5 Interpersonal skills: Limited to basic communications with other staff and possibly with the public.

A.1.6 Qualifications and experience: An employee in this level will have commenced on-the-job training, which may include an induction course.

A.2 Level 2

Level 2 covers operational employees undertaking duties and responsibilities in excess of Level 1 with relevant local government industry or equivalent experience,

A.2.1 Authority and accountability: Completion of basic tasks involving the utilisation of a range of basic skills under established practices and procedures. Work is monitored under supervision either individually or in a team environment.

A.2.2 Judgment and problem solving: Judgment is limited to the tasks to be performed and may involve the use of a limited range of tools, techniques and methods within a specified range of work. An employee may resolve minor problems that relate to immediate work tasks.

A.2.3 Specialist knowledge and skills: Obtained through on-the-job training and workplace induction training. May include off-the-job training through accredited short courses.

A.2.4 Management skills: Not required at this level.

A.2.5 Interpersonal skills: Limited to basic communications with other staff and possibly with the public.

A,2.6 Qualifications and experience: Completion of Year 10 and/or an appropriate labour market program or similar work/skills,

A.3 Level 3

Level 3 covers operational employees undertaking duties and responsibilities in excess of Level 2 and entry level administrative employees:

A.3.1 Authority and accountability: Responsible for completion of regularly occurring tasks with general guidance on a daily basis. May supervise work or provide on-the-job training, based on their skills and/or experience, to employees of the same or lower levels.

A.3.2 Judgment and problem solving: Personal judgment is required to follow predetermined procedures where a choice between more than two options is present. Work performed falls within general guidelines but with scope to exercise discretion in the application of established practices and procedures.

A.3.3 Specialist knowledge and skills: Application of developed skills acquired through on-the-job training or accredited external training over a number of months. Positions may require demonstrated competence in administrative areas.

A.3.4 Management skills: Not required at this level.

A.3.5 Interpersonal skills: Employees at this level require communication skills to enable them to effectively communicate with clients, other employees and members of the public and in the resolution of minor matters.

A.3.6 Qualifications and experience: Qualifications or relevant experience in accordance with the requirements of work in this level, which may be acquired through a Certificate II or non-trades Certificate III, however described

A.4 Level 4

Level 4 covers operational and administrative employees undertaking duties and responsibilities in excess of Level 3 and is the entry level for technical and trades employees.

A.4.1 Authority and accountability; Work performed is within general guidelines. May supervise work or provide on-the-job training, based on their skills and/or experience, to employees of the same or lower levels. Responsible for leading employees in operational duties or the application of trades, administrative or technical skills.

A.4.2 Judgment and problem solving. The nature of the work is clearly defined with procedures well understood. Tasks performed may involve selection from a range of existing techniques, systems, equipment, methods or processes. Guidance is available from more senior staff.

A.4.3 Specialist knowledge and skills: Requires demonstrated competence in a number of key skill areas related to major elements of the job. Proficiency in the application of standardised procedures and practices. May also include the operation of tools, plant, machinery and/or equipment, in accordance with the requirements of the position. Performance of trades and non-trade tasks incidental to the work.

A.4.4 Management skills: Provide employees with on-the-job training, guidance and basic knowledge of workplace policies and procedures. Employees may lead small groups of employees at the 'work face'.

A.4.5 Interpersonal skills; Employees at this level require effective communication skills to enable them to communicate with clients, other employees and members of the public and in the resolution of routine and usual matters.

A.4.6 Qualifications and experience: Qualifications or relevant experience in accordance with the requirements of work in this level which may be acquired through:

- (a) a trade certificate or equivalent;

- (b) completion of accredited/industry-based training courses equivalent to a Certificate IV (non-trade); and/or
- (c) knowledge and skills gained through on-the-job training.

A. 5 Level 5

Level 5 covers technical, administrative and trades employees undertaking duties and responsibilities in excess of Level 4.

A.5.1 Authority and accountability: The exercise of discretion within standard practices and processes and may involve the exercise of high precision occupational skills using various specialised techniques, systems, equipment, methods or processes. Positions provide local decisions, direction, leadership and on-the-job training to supervised employees or groups of employees.

A.5.2 Judgment and problem solving: Skills to solve problems which require assessment of a range of options having elements of complexity in reaching decisions and making recommendations. For supervisors, the work processes often requires the quantification of the amount of resources needed to meet those objectives. Assistance may be readily available from other staff in the work area in solving problems.

A.5.3 Specialist knowledge and skills: Specialist knowledge in a number of advanced skill areas relating to the more complex elements of post-trades or specialist disciplines either through formal training programs or on-the-job training.

A.5.4 Management skills: May require skills in co-ordinating a team of employees, to motivate and monitor performance against work outcomes. Positions may lead large groups of employees at the 'work face'.

A.5.5 Interpersonal skills: Persuasive communication skills are required to participate in specialised discussions to resolve issues. Including explaining policy to the public and/or others and reconciling different points of view.

A.5.6 Qualifications and experience: Positions require thorough working knowledge and experience of all work procedures for the application of technical, trades or administrative skills, based upon suitable certificate or post-certificate Level qualifications which may include:

- (a) post-trade certificate and/or other post-secondary qualification below diploma or degree; or
- (b) extensive knowledge and skill gained through on-the-job training in accordance with the requirements of the work in this level.

A.6 Level 6

Level 6 covers administrative, technical or trades employees undertaking duties and responsibilities in excess of Level 5.

A.6.1 Authority and accountability: May be responsible for providing a specialised/technical service and for completing work with elements of complexity. May make internal and external recommendations which represent the Council to the public and/or other organisations. Employees are accountable for the quality, effectiveness, cost and timeliness of the programs, projects or work plans under their control and for safety and security of the assets being managed.

A.6.2 Judgment and problem solving: Judgment and problem solving skills are required where there is a lack of definition requiring analysis of a number of options.

Typical judgments may require variation of work priorities and approaches; some creativity and originality may be required. Guidance and counsel may be available within the time available to make a choice.

A.6.3 Specialist knowledge and skills: Employees have advanced knowledge and skills in a number of areas where analysis of complex options is involved.

A.6.4 Management skills: May provide higher level supervision of groups of operational, administrative, trades or technical employees. Employees supervised may be in a number of different work areas, requiring motivation, monitoring, managing and co-ordination to achieve specific outputs. Positions may require an understanding and implementation of relevant employment policies and practices.

A.6.5 Interpersonal skills: Skills to communicate with employees in lower levels and the public. Employees in this Level are expected to write detailed and non-standard reports and correspondences in their field of expertise.

A.6.6 Qualifications and experience: Positions require working knowledge and experience of all work procedures for the application of technical, trades or administrative skills in the most complex areas of the job and suitable qualifications, which may include:

- (a) diploma or advanced diploma; or
- (b) appropriate in-house training or equivalent.

A.7 Level 7

Level 7 covers specialist technical employees undertaking duties in excess of Level 6 and is the entry Level for graduate professional employees.

A.7.1 Authority and accountability: Provides professional and/or specialist technical services to complete assignments or projects in consultation with other employees. May work with a team of employees requiring the review and approval of more complex elements of the work.

A.7.2 Judgment and problem salving: Problems require assessment of a range of options having elements of complexity in reaching decisions and making recommendations. Precedent is available from the Council's internal sources, and assistance is usually available from other professional and/or specialist technical employees in the work area,

A.7.3 Specialist knowledge and skills: Positions require considerable knowledge and a level of skill in a specific area to resolve issues having elements of complexity which may not be clearly defined.

A.7.4 Management skills: Technical and administrative employees at this Level may manage minor projects involving employees in lower levels and other resources. Graduate professional employees at this level are not expected to perform such management functions.

A.7.5 Interpersonal skills: Persuasive skills are required to participate in technical discussions to resolve problems, explain policy and reconcile viewpoints. Employees may write reports in the field of their expertise and/or prepare external correspondence.

A.7.6 Qualifications and experience: Skills and knowledge needed are beyond those normally acquired through the completion of secondary education alone and normally acquired through completion of a degree with little or no relevant work experience, or a diploma with considerable work experience,

A.8 Level 8

Level 8 covers professionals/specialists positions that provide both advisory and project management responsibilities in excess of Level 7. The positions in Level 8 generally have a major impact upon the day-to-day operations of a function, department or work area of the Council.

A.8.1 Authority and accountability: Provides a specialist service in the completion of work and/or projects which have elements of complexity (composed of many parts that may be more conceptual than definite).

A.8.2 Judgment and problem solving: Positions require the interpretation of information and development of suitable procedures to achieve satisfactory outcomes. The nature of the work is usually specialised with methods, procedures and processes developed from theory or precedent. Decision making requires analysis of data to reach decisions and/or determine progress.

A.8.3 Specialist knowledge and skills: Positions require the application of extensive knowledge and a high level of skill in a specific area to resolve issues having elements of complexity.

A.8.4 Management skills: Technical employees at this level may manage more complex projects involving people and other resources. Professional employees at this level may manage minor projects involving employees in lower levels and other resources.

A.8.5 Interpersonal skills: Interpersonal skills in leading and motivating employees in different teams/locations may be required, as well as persuasive skills to resolve problems or provide specialised advice.

A.8.6 Qualifications and experience: Employees at this level supplement base level professional qualifications with additional skills training. Considerable practical experience or skills training is required to effectively control key elements of the job.

A.9 Level 9

Level 9 involves duties and responsibilities in excess of Level 8 and typically involves key specialists in a specific field and the undertaking of a management function. Level 9 also covers experienced professionals,

A.9.1 Authority and accountability: Accountable for the effective management of major sections or projects within their area of expertise. Provides a professional advisory role to people within or outside the Council on major areas of policy or on key issues of significance to the organisation. Such advice may commit the Council and have significant impact upon external parties dealing with the Council. The position's influence would have an important role in the overall performance of the function.

A.9.2 Judgment and problem solving: Employees have a high level of independence and determine and/or oversee the framework for problem solving or set strategic plans. At this level, the position may represent management or the Council in the resolution of problems.

A.9.3 Specialist knowledge and skills: Positions require knowledge and skills for the direction and control of a key function of the Council or major functions within a department. Positions require expert knowledge and skills involving elements of creativity and innovation in addressing and resolving major issues.

A.9.4 Management skills; Employees may direct professional or other staff in the planning, implementation and review of major programs, as well as participating as a

key member of a functional team. Positions at this level may also be required to manage staff, resolve operational problems and participate in a discrete management team to resolve key problems,

A.9.5 Interpersonal skills: Interpersonal skills in leading and motivating staff will be required at this level. Positions require the ability to persuade, convince or negotiate with staff, clients, members of the public, tribunals and persons in other organisations in the pursuit and achievement of specific and set objectives. Communication skills may be required to enable provision of key advice both within and outside the Council and to liaise with external bodies.

A.9.6 Qualifications and experience: Employees will have a relevant degree or equivalent with extensive practical experience.

A.10 Level 10

Level 10 positions can be described as those which have a management focus upon the attainment of operational and strategic objectives. This level includes senior managers who report to senior executive officers.

A.10.1 Authority and accountability: Makes determinative decisions and is accountable under delegated authority, influences day-to-day and/or strategic direction of a department. May lead development and/or implementation of policy.

A.10.2 Judgment and problem solving: Resolution of problems which require analytic reasoning and integration of wide-ranging and complex information. High level of independence in determining direction and approach to issues.

A.10.3 Specialist knowledge and skills: Positions require the application of a range of specialist knowledge and skills, including relevant legislation, policies and other areas of precedent.

A.10.4 Management skills: Application of developed management skills to establish and/or monitor goals and objectives. Manage employees, budgets, work programs or major projects of the Council or a department utilising leadership, evaluation and monitoring skills to facilitate achievement of objectives. Ability to generate innovative approaches to more effectively deploy resources, meet changing circumstances and improve services.

A.10.5 Interpersonal skills: Employees at this level are required to use highly developed interpersonal skills to influence, persuade and/or motivate others to achieve objectives critical to the Council and to resolve conflict.

A.10.6 Qualifications and experience: Employees require a relevant degree or equivalent and management experience.

A.11 Level 11

Level 11 positions can be described as those which have a management focus upon the attainment of operational and strategic objectives undertaking duties and responsibilities at a higher level than Level 10 and includes senior executive officers (but not the chief executive officer, however described) who have overall responsibility and accountability for a number of significant functions.

A.11.1 Authority and accountability: Makes determinative decisions and is accountable under delegated authority. Influences day-to-day and/or strategic direction of a department. Leads policy development and implementation.

A.11.2 Judgment and problem solving: Resolution of problems which require highly analytic reasoning and integration of wide-ranging and complex information. High level of independence in determining direction and approach to issues,

A.11.3 Specialist knowledge and skills: Positions require the application of a wide range of specialist knowledge and skills, including relevant legislation and policies and other areas of precedent.

A.11.4 Management skills: Application of highly developed management skills to establish and/or monitor goals and objectives. Manage employees, budgets, work programs or major projects of the Council or a department utilising leadership, evaluation and monitoring skills to facilitate achievement of objectives. Ability to generate innovative approaches to more effectively deploy resources, meet changing circumstances and improve services.

A.11.5 Interpersonal skills: Positions at this level are required to use highly developed interpersonal skills to influence, persuade and/or motivate others to achieve objectives critical to the Council and to resolve complex conflict situations.

A.11.6 Qualifications and experience: Positions require a relevant degree or equivalent and significant management experience.

Schedule B—Supported Wage System

B.1 This schedule defines the conditions which will apply to employees who because of the effects of a disability are eligible for a supported wage under the terms of this agreement.

B.2 In this schedule:

approved assessor means a person accredited by the management unit established by the Commonwealth under the supported wage system to perform assessments of an individual's productive capacity within the supported wage system

assessment instrument means the tool provided for under the supported wage system that records the assessment of the productive capacity of the person to be employed under the supported wage system

disability support pension means the Commonwealth pension scheme to provide income security for persons with a disability as provided under the *Social Security Act 1991* (Cth), as amended from time to time, or any successor to that scheme **relevant minimum wage** means the minimum wage prescribed in this agreement for the class of work for which an employee is engaged

supported wage system (SWS) means the Commonwealth Government system to promote employment for people who cannot work at full agreement wages because of a disability, as documented in the Supported Wage System Handbook. The Handbook is available from the following website: www.iobaccess.aov.au

SWS wage assessment agreement means the document in the form required by the Department of Social Services that records the employee's productive capacity and agreed wage rate

B.3 Eligibility criteria

B.3.1 Employees covered by this schedule will be those who are unable to perform the range of duties to the competence level required within the class of work for which the employee is engaged under this agreement, because of the effects of a disability on their productive capacity and who meet the impairment criteria for receipt of a disability support pension.

B.3.2 This schedule does not apply to any existing employee who has a claim against the Council which is subject to the provisions of workers compensation legislation or any provision of this agreement relating to the rehabilitation of employees who are injured in the course of their employment.

B.4 Supported wage rates

The minimum payments to employees covered by the Agreement who because of the effects of a disability are eligible for a supported wage will be no less than the minimum payments prescribed for such employees by the Cth *Miscellaneous Award 2010* from time to time.

7. Specifically, the amounts referred to in paragraphs B.4.2 and B.10.3 of Schedule B of the Agreement will be \$87 per week or such higher amount(s) as may be prescribed by the *Miscellaneous Award 2010* from time to time

B.4.1 Employees to whom this schedule applies will be paid the applicable percentage of the relevant minimum wage according to the following schedule:

Assessed Capacity (clause B.5)	Relevant minimum wage %
10	10
20	20
30	30
40	40
50	50
60	60
70	70
80	80
90	90

B.4.2 Provided that the minimum amount payable must be not less than \$82 per week.

B.4.3 Where an employee's assessed capacity is 10%, they must receive a high degree of assistance and support.

B.5 Assessment of capacity

B.5.1 For the purpose of establishing The percentage of the relevant minimum wage, the productive capacity of the employee will be assessed in accordance with the Supported Wage System by an approved assessor having consulted the Council and employee arid, if the employee so desires, a union which the employee is eligible to join.

B.5.2 All assessments made under this schedule must be documented in an SWS wage assessment agreement, and retained by the Council as a time and wages record in accordance with the Act.

B.6 Lodgement of SWS wage assessment agreement

B.6.1 All SWS wage assessment agreements under the conditions of this schedule, including the appropriate percentage of the relevant minimum wage to be paid to the employee, must be lodged by the Council with the Fair Work Commission.

B.6.2 All SWS wage assessment agreements must be agreed and signed by the employee and Council parties to the assessment. Where a union which has an interest in the agreement is not a party to the assessment, the assessment will be referred by the Fair Work Commission to the union by certified mail and the agreement will take effect unless an objection is notified to the Fair Work Commission within 10 working days.

B.7 Review of assessment

The assessment of the applicable percentage should be subject to annual or more frequent review on the basis of a reasonable request for such a review. The process of review must be in accordance with the procedures for assessing capacity under the supported wage system.

B.8 Other terms and conditions of employment

Where an assessment has been made, the applicable percentage will apply to the relevant minimum wage only. Employees covered by the provisions of this schedule will be entitled to the same terms and conditions of employment as other workers covered by this agreement on a pro rata basis.

B.9 Workplace adjustment

A Council wishing to employ a person under the provisions of this schedule must take reasonable steps to make changes in the workplace to enhance the employee's capacity to do the job. Changes may involve re-design of job duties, working time arrangements and work organisation in consultation with other workers in the area.

B.10 Trial period

B.10.1 In order for an adequate assessment of the employee's capacity to be made, a Council may employ a person under the provisions of this schedule for a trial period not exceeding 12 weeks, except that in some cases additional work adjustment time (not exceeding four weeks) may be needed.

B.10.2 During that trial period the assessment of capacity will be undertaken and the percentage of the relevant minimum wage for a continuing employment relationship will be determined.

B.10.3 The minimum amount payable to the employee during the trial period must be no less than \$84 per week.

B.10.4 Work trials should include induction or training as appropriate to the job being trialled.

B.10.5 Where the Council and employee wish to establish a continuing employment relationship following the completion of the trial period, a further contract of employment will be entered into based on the outcome of assessment under clause B.5.

Schedule C—School-based Apprentices

C.1 This schedule applies to school-based apprentices. A school-based apprentice is a person who is undertaking an apprenticeship in accordance with this schedule while also undertaking a course of secondary education.

C.2 A school-based apprenticeship may be undertaken in the trades covered by this agreement under a training agreement or contract of training for an apprentice declared or recognised by the relevant State or Territory authority.

C.3 The relevant minimum wages for full-time junior and adult apprentices provided for in this agreement, calculated hourly, will apply to school-based apprentices for total hours worked including time deemed to be spent in off-the-job training.

C.4 For the purposes of clause C.3, where an apprentice is a full-time school student, the time spent in off-the-job training for which the apprentice must be paid is 25% of the actual hours worked each week on-the-job. The wages paid for training time may be averaged over the semester or year.

C.5 A school-based apprentice must be allowed, over the duration of the apprenticeship, the same amount of time to attend off-the-job training as an equivalent full-time apprentice.

C.6 For the purposes of this schedule, off-the-job training is structured training delivered by a Registered Training Organisation separate from normal work duties or general supervised practice undertaken on the job.

C.7 The duration of the apprenticeship must be as specified in the training agreement or contract for each apprentice but must not exceed six years.

C.8 School-based apprentices progress through the relevant wage scale at the rate of 12 months progression for each two years of employment as an apprentice or at the rate of competency-based progression if provided for in this agreement.

C.9 The apprentice wage scales are based on a standard full-time apprenticeship of four years (unless the apprenticeship is of three years duration) or stages of competency based progression (if provided for in this agreement). The rate of progression reflects the average rate of skill acquisition expected from the typical combination of work and training for a school-based apprentice undertaking the applicable apprenticeship.

C.10 if an apprentice converts from school-based to full-time, the successful completion of competencies (if provided for in this agreement) and all time spent as a full-time apprentice will count for the purposes of progression through the relevant wage scale in addition to the progression achieved as a school-based apprentice.

C.11 School-based apprentices are entitled pro rata to all of the other conditions in this agreement.

Schedule D

Schedule D of the previous Enterprise Agreement has been combined with new Schedule E. Schedule E below is the Miscellaneous Award 2010 provision.

Schedule E —National Training Wage

The rates of pay for trainees covered by the Agreement will be no less than the rates of pay for trainees as prescribed by the National Training Wage under the (Cth) Miscellaneous Award 2010 as varied from time to time.

E.1 Definitions E.1.1 In this schedule:

(a) has been approved by the relevant State or Territory training authority; and

(b) meets the requirements of a training package developed by the relevant Skills Service Organisation and endorsed by the Australian Industry and Skills Committee; and

adult trainee means a trainee who would qualify for the highest minimum wage in wage level A, B or C if covered by that wage level.

approved training, in relation to a trainee, means the training specified in the training contract of the trainee.

Australian Qualifications Framework (AQF) means the national framework for qualifications in post-compulsory education and training.

relevant Ministers means the Commonwealth, State and Territory Ministers responsible for vocational education and training.

relevant State or Territory training authority means a body in the relevant State or Territory that has power to approve traineeships, and to register training contracts, under the relevant State or Territory vocational education and training legislation.

relevant State or Territory vocational education and training legislation means the following or any successor legislation:

Apprenticeship and Traineeship Act 2001 (NSW);

Education and Training Reform Act 2006 (Vic);

Training and Skills Development Act 2008 (SA);

Training and Skills Development Act 2016 (NT);

Training and Tertiary Education Act 2003 (ACT);

Training and Workforce Development Act 2013 (Tas);

Vocational Education and Training Act 1996 (WA);

Further Education and Training Act 2014 (Qld).

trainee means an employee undertaking a traineeship under a training contract.

traineeship means a system of training that:

(a) has been approved by the relevant State or Territory training authority; and

(b) meets the requirements of a training package developed by the relevant Skills Service Organisation and endorsed by the Australian Industry and Skills Committee; and

(c) leads to an AQF certificate level qualification.

training contract means an agreement for a traineeship made between an employer and an employee that is registered by the relevant State or Territory training authority.

training package means the competency standards and associated assessment guidelines for an AQF certificate level qualification that have been endorsed for an industry or enterprise by the Australian Industry and Skills Committee and placed on the National Training Information Service with the approval of the relevant Ministers, and includes any relevant replacement training package.

wage level A, B or C, see clause E.4.

Year 10 includes any year before Year 10.

E.1.2 A reference in this schedule to **out of school** refers only to periods out of school beyond Year 10 as at 1 January in each year and is taken to:

(a) include any period of schooling beyond Year 10 that was not part of, or did not contribute to, a completed year of schooling; and

(b) include any period during which a trainee repeats, in whole or part, a year of schooling beyond Year 10; and

(c) not include any period during a calendar year after the completion during that year of a year of schooling.

E.2 Coverage

E.2.1 Subject to clauses E.2.2 to E.2.5, this schedule applies to an employee covered by this award who is undertaking a traineeship and whose training package and AQF certificate level are allocated to a wage level by clause E.6 or by clause E.4.4.

E.2.2 This schedule only applies to AQF Certificate Level IV traineeships for which a relevant AQF Certificate Level III traineeship is listed in clause E.6.

E.2.3 This schedule does not apply to:

(a) the apprenticeship system; or

(b) qualifications not identified in training packages; or

(c) qualifications in training packages that are not identified as appropriate for a traineeship.

E.2.4 If this schedule is inconsistent with other provisions of this award relating to traineeships, the other provisions prevail.

E.2.5 This schedule ceases to apply to an employee at the end of the traineeship.

E.3 Types of traineeship

E.3.1 A full-time traineeship based on 38 ordinary hours per week, with 20% of those hours being approved training;

E.3.2 A part-time traineeship based on fewer than 38 ordinary hours per week, with 20% of those hours being approved training provided:

(a) wholly on the job; or

(b) partly on the job and partly off the job; or

(c) wholly off the job.

E.4 Minimum rates

E.4.1 Minimum weekly rates for full-time traineeships

(a) Wage level A

The following types of traineeship are available:

The minimum rate for a full-time trainee undertaking an AQF Certificate Level I–III traineeship whose training package and AQF certificate levels are allocated to wage

level A by clause E.6.1 is the weekly rate specified in Column 2 of **Table 1—Wage level A minimum weekly rate for full-time trainees (AQF Certificate Level I–III traineeship)** according to the highest year of schooling completed by the trainee specified in that column and the experience level of the trainee specified in Column 1.

Table 1—Wage level A minimum weekly rate for full-time trainees (AQF Certificate Level I–III traineeship)			
Column 1		Column 2	
Experience level of trainee		Highest year of schooling completed	
Year 10		Year 11	Year 12
<i>per week</i>		<i>per week</i>	<i>per week</i>
<i>School leaver</i>	\$332.80	\$366.50	\$436.60
<i>Plus 1 year out of school</i>	\$366.50	\$436.60	\$508.10
<i>Plus 2 years out of school</i>	\$436.60	\$508.10	\$591.30
<i>Plus 3 years out of school</i>	\$508.10	\$591.30	\$677.00
<i>Plus 4 years out of school</i>	\$591.30	\$677.00	
<i>Plus 5 or more years out of school</i>	\$677.00		

NOTE: See clause E.4.3 for other minimum wage provisions that affect this paragraph

(b) Wage level B

The minimum rate for a full-time trainee undertaking an AQF Certificate Level I–III traineeship whose training package and AQF certificate levels are allocated to wage level B by clause E.6.2 or by clause E.4.4 is the weekly rate specified in Column 2 of Table 2—Wage level B minimum weekly rate for full-time trainees (AQF Certificate Level I–III traineeship) according to the highest year of schooling completed by the trainee specified in that column and the experience level of the trainee specified in Column 1.

Table 2—Wage level B minimum weekly rate for full-time trainees

Table 2 —Wage level A minimum weekly rate for full-time trainees (AQF Certificate Level I–III traineeship)			
Column 1		Column 2	
Experience level of trainee		Highest year of schooling completed	
Year 10		Year 11	Year 12
<i>per week</i>		<i>per week</i>	<i>per week</i>
<i>School leaver</i>	\$332.80	\$366.50	\$424.80
<i>Plus 1 year out of school</i>	\$366.50	\$424.80	\$488.60
<i>Plus 2 years out of school</i>	\$424.80	\$488.60	\$573.10
<i>Plus 3 years out of school</i>	\$488.60	\$573.10	\$653.70
<i>Plus 4 years out of school</i>	\$573.10	\$653.70	
<i>Plus 5 or more years out of school</i>	\$653.70		

NOTE: See clause E.4.3 for other minimum wage provisions that affect this paragraph.

(c) Wage level C

The minimum rate for a full-time trainee undertaking an AQF Certificate Level I–III traineeship whose training package and AQF certificate levels are allocated to wage level C by clause E.6.1 is the weekly rate specified in Column 2 of **Table 3—Wage level C minimum weekly rate for full-time trainees (AQF Certificate Level I–III traineeship)** according to the highest year of schooling completed by the trainee specified in that column and the experience level of the trainee specified in Column 1.

Table 3—Wage level C minimum weekly rate for full-time trainees (AQF Certificate Level I–III traineeship)

Table 3 —Wage level A minimum weekly rate for full-time trainees (AQF Certificate Level I–III traineeship)			
Column 1		Column 2	
Experience level of trainee		Highest year of schooling completed	
Year 10		Year 11	Year 12
<i>per week</i>		<i>per week</i>	<i>per week</i>
<i>School leaver</i>	\$332.80	\$366.50	\$424.80
<i>Plus 1 year out of school</i>	\$366.50	\$424.80	\$478.20
<i>Plus 2 years out of school</i>	\$424.80	\$478.20	\$534.30
<i>Plus 3 years out of school</i>	\$478.20	\$534.30	\$595.20
<i>Plus 4 years out of school</i>	\$534.30	\$595.20	
<i>Plus 5 or more years out of school</i>	\$595.20		

NOTE: See clause E.4.3 for other minimum wage provisions that affect this paragraph.

(d) AQF Certificate Level IV traineeships

(i) The minimum rate for a full-time trainee undertaking an AQF Certificate Level IV traineeship is the minimum rate for the relevant full-time AQF Certificate Level III traineeship increased by 3.8%.

(ii) The minimum rate for a full-time adult trainee undertaking an AQF Certificate Level IV traineeship is the weekly rate specified in Column 2 or 3 of Table 4—Minimum weekly rate for full-time adult trainees (AQF Certificate Level IV traineeship), according to the year of the traineeship specified in those columns and the relevant wage level for the relevant AQF Certificate Level III traineeship specified in Column 1.

Table 4—Minimum weekly rate for full-time adult trainees (AQF Certificate Level IV traineeship)

Column 1	Column 2	Column 3
Wage level	First year of traineeship	Second and subsequent years of traineeship
	per week	per week
A	\$703.20	\$730.40
B	\$678.40	\$704.40
C	\$617.40	\$640.70

NOTE: See clause E.4.3 for other minimum wage provisions that affect this paragraph.

E.4.2 Minimum hourly rates for part-time traineeships

(a) Wage level A

The minimum hourly rate for a part-time trainee undertaking an AQF Certificate Level I–III traineeship whose training package and AQF certificate levels are allocated to wage level A by clause E.6.1 is the hourly rate specified in Column 2 of **Table 5—Wage level A minimum hourly rate for part-time trainees (AQF Certificate Level I–III traineeship)** according to the highest year of schooling completed by the trainee specified in that column and the experience level of the trainee specified in Column 1.

Table 5—Wage level A minimum hourly rate for part-time trainees (AQF Certificate Level I–III traineeship)

Table 5 —Wage level A minimum weekly rate for full-time trainees (AQF Certificate Level I–III traineeship)			
Column 1		Column 2	
Experience level of trainee		Highest year of schooling completed	
Year 10		Year 11	Year 12
<i>per hour</i>		<i>per hour</i>	<i>per hour</i>
<i>School leaver</i>	\$10.95	\$12.07	\$14.37
<i>Plus 1 year out of school</i>	\$12.07	\$14.37	\$16.73
<i>Plus 2 years out of school</i>	\$14.37	\$16.73	\$19.45
<i>Plus 3 years out of school</i>	\$16.73	\$19.45	\$22.26
<i>Plus 4 years out of school</i>	\$19.45	\$22.26	
<i>Plus 5 or more years out of school</i>	\$22.26		

NOTE: See paragraph (f) for calculating the actual minimum wage. See also clause E.4.3 for other minimum wage provisions that affect this paragraph.

(c) **Wage level B**

The minimum hourly rate for a part-time trainee undertaking an AQF Certificate Level I–III traineeship whose training package and AQF certificate levels are allocated to wage level B by clause E.6.2 or by clause E.4.4 is the hourly rate specified in Column 2 of **Table 6—Wage level B minimum hourly rate for part-time trainees (AQF Certificate Level I–III traineeship)** according to the highest year of schooling completed by the

trainee specified in that column and the experience level of the trainee specified in Column 1.

Table 6—Wage level B minimum hourly rate for part-time trainees (AQF Certificate Level I–III traineeship)

Table 6 —Wage level A minimum weekly rate for full-time trainees (AQF Certificate Level I–III traineeship)			
Column 1		Column 2	
Experience level of trainee		Highest year of schooling completed	
Year 10		Year 11	Year 12
<i>per hour</i>		<i>per hour</i>	<i>per hour</i>
<i>School leaver</i>	\$10.95	\$12.07	\$13.99
<i>Plus 1 year out of school</i>	\$12.07	\$13.99	\$16.08
<i>Plus 2 years out of school</i>	\$13.99	\$16.08	\$18.87
<i>Plus 3 years out of school</i>	\$16.08	\$18.87	\$21.52
<i>Plus 4 years out of school</i>	\$18.87	\$21.52	
<i>Plus 5 or more years out of school</i>	\$21.52		

NOTE: See paragraph (f) for calculating the actual minimum wage. See also clause E.4.3 for other minimum wage provisions that affect this paragraph.

(c) Wage level C

The minimum hourly rate for a part-time trainee undertaking an AQF Certificate Level I–III traineeship whose training package and AQF certificate levels are allocated to wage level C by clause E.6.3 is the hourly rate specified in Column 2 of Table 7—Wage level C minimum hourly rate for part-time trainees (AQF Certificate Level I–III traineeship) according to the highest year of schooling completed by the trainee specified in that column and the experience level of the trainee specified in Column 1.

Table 7—Wage level C minimum hourly rate for part-time trainees (AQF Certificate Level I–III traineeship)

Table 7 —Wage level A minimum weekly rate for full-time trainees (AQF Certificate Level I–III traineeship)			
Column 1		Column 2	
Experience level of trainee		Highest year of schooling completed	
Year 10		Year 11	Year 12
<i>per hour</i>		<i>per hour</i>	<i>per hour</i>
<i>School leaver</i>	\$10.95	\$12.07	\$13.99
<i>Plus 1 year out of school</i>	\$12.07	\$13.99	\$15.73
<i>Plus 2 years out of school</i>	\$13.99	\$15.73	\$17.57
<i>Plus 3 years out of school</i>	\$15.73	\$17.57	\$19.58
<i>Plus 4 years out of school</i>	\$17.57	\$19.58	
<i>Plus 5 or more years out of school</i>	\$19.58		

NOTE: See paragraph (f) for calculating the actual minimum wage. See also clause E.4.3 for other minimum wage provisions that affect this paragraph.

(d) School-based traineeships

The minimum hourly rate for a part-time trainee who works ordinary hours and is undertaking a school-based AQF Certificate Level I–III traineeship whose training package and AQF certificate levels are allocated to wage levels A, B or C by clause E.6 or by clause E.4.4 is the hourly rate in Column 1 or 2 of **Table 8—Minimum hourly rate for part-time trainees (school-based AQF Certificate Level I–III traineeship)** according to the year of schooling of the trainee.

Table 8—Minimum hourly rate for part-time trainees (school-based AQF Certificate Level I–III traineeship)

Column 1	Column 2
Year 11 or lower	Year 12
<i>per hour</i>	<i>per hour</i>
\$10.95	\$12.07

NOTE: See paragraph (f) for calculating the actual minimum wage. See also clause E.4.3 for other minimum wage provisions that affect this paragraph.

(e) AQF Certificate Level IV traineeships

(i) The minimum hourly rate for a part-time trainee undertaking an AQF Certificate Level IV traineeship is the minimum hourly rate for the relevant part-time AQF Certificate Level III traineeship increased by 3.8%.

(ii) The minimum hourly rate for a part-time adult trainee undertaking an AQF Certificate Level IV traineeship is the hourly rate in Column 2 or 3 of **Table 9—Minimum hourly rate for part-time adult trainees (AQF Certificate Level IV traineeship)**

(iii) according to the year of the traineeship specified in those columns and the relevant wage level for the relevant AQF Certificate Level III traineeship specified in Column 1.

Table 9—Minimum hourly rate for part-time adult trainees (AQF Certificate Level IV traineeship)

Column 1	Column 2	Column 3
Wage level	First year of traineeship	Second and subsequent years of traineeship
	per hour	per hour
A	\$23.12	\$24.03
B	\$22.29	\$23.15
C	\$20.31	\$21.08

NOTE: See paragraph (f) for calculating the actual minimum wage. See also clause E.4.3 for other minimum wage provisions that affect this paragraph.

(f) Calculating the actual minimum wage

(i) If fewer than 38 (or an average of 38) ordinary hours of work per week is considered full-time at the workplace by the employer, the appropriate minimum hourly rate for a part-time trainee is obtained by multiplying the relevant minimum hourly rate in clauses E.4.2(a) to (e) by 38 and then dividing the figure obtained by the full-time ordinary hours of work per week.

(ii) If the approved training for a part-time traineeship is provided wholly off-the-job by a registered training organisation, for example at school or at TAFE, the relevant minimum hourly rate in clauses E.4.2(a) to (e) applies to each ordinary hour worked by the trainee.

(iii) If the approved training for a part-time traineeship is undertaken solely on-the-job or partly on-the-job and partly off-the-job, the relevant minimum hourly rate in clauses E.4.2(a) to (e) minus 20% applies to each ordinary hour worked by the trainee.

E.4.3 Other minimum wage provisions

(a) Clause E.4.3 applies despite anything to the contrary in clause E.4.4 or E.3.2.

(b) An employee who was employed by an employer immediately before becoming a trainee with that employer must not suffer a reduction in their minimum rate of pay because of becoming a trainee.

(c) For the purpose of determining whether a trainee has suffered a reduction as mentioned in paragraph (b), casual loadings are to be disregarded.

(d) If a qualification is converted from an AQF Certificate Level II to an AQF Certificate Level III traineeship, or from an AQF Certificate Level III to an AQF Certificate Level IV traineeship, then the trainee must be paid the next highest minimum wage provided in this schedule, if a higher minimum wage is provided for the new AQF certificate level.

E.4.4 Default wage rate

The minimum wage for a trainee undertaking an AQF Certificate Level I–III traineeship whose training package and AQF certificate level are not allocated to a wage level by clause E.6 is *the relevant minimum wage under this schedule for a trainee undertaking an AQF Certificate to Level I–III traineeship whose training package and AQF certificate level are allocated to wage level B.*

E.5 Employment conditions

E.5.1 A trainee undertaking a school-based traineeship may agree to be paid an additional loading of 25% on all ordinary hours worked instead of being paid annual leave, paid personal/carer's leave, paid compassionate leave and paid absence on public holidays.

However, if the trainee works on a public holiday, the public holiday provisions of this award apply.

E.5.2 A trainee is entitled to be released from work without loss of pay and without loss of continuity of employment to attend any training and assessment specified in, or associated with, the training contract.

E.5.3 Time spent by a trainee, other than a trainee undertaking a school-based traineeship, in attending any training and assessment specified in, or associated with, the training contract is to be regarded as time worked for the employer for the purposes of calculating the trainee's wages and determining the trainee's employment conditions.

E.5.4 The time to be included for the purpose of calculating the wages for part time trainees whose approved training is wholly off-the-job is determined by clauses E.4.2(f)(ii) and (iii) and not by clause E.5.3.

E.5.5 Subject to clause E.2.4, this award applies to a trainee in the same way that it applies to an employee who is not a trainee except as otherwise expressly provided by this schedule.

E.6 Allocation of traineeships to wage levels

The wage levels applying to training packages and their AQF certificate levels are:

E.6.1 Wage level A

<i>Training package</i>	<i>AQF certificate level</i>
<i>Aeroskills</i>	II
<i>Aviation</i>	I, II, III
<i>Beauty</i>	III
<i>Business Services</i>	I, II, III
<i>Chemical, Hydrocarbons and Refining</i>	I, II, III
<i>Civil Construction</i>	III
<i>Coal Training Package</i>	II, III
<i>Community Services</i>	II, III
<i>Construction, Plumbing and Services</i>	
<i>Integrated Framework</i>	I, II, III
<i>Correctional Services</i>	II, III
<i>Drilling</i>	II, III
<i>Electricity Supply Industry—Generation Sector</i>	II, III (III in Western Australia only)
<i>Electricity Supply Industry— Transmission, Distribution and Rail Sector</i>	II
<i>Electrotechnology only)</i>	I, II, III (III in Western Australia only)
<i>Financial Services</i>	I, II, III
<i>Floristry</i>	III
<i>Food Processing Industry</i>	III
<i>Gas Industry</i>	III
<i>Information and Communications Technology</i>	I, II, III
<i>Laboratory Operations</i>	II, III
<i>Local Government (other than Operational</i>	

<i>Works Cert I and II)</i>	I, II, III
Manufactured Mineral Products	III
<i>Manufacturing</i>	I, II, III
<i>Maritime</i>	I, II, III
Metal and Engineering (Technical)	II, III
<i>Metalliferous Mining</i>	II, III
<i>Museum, Library and Library/Information Services</i>	II, III
Plastics, Rubber and Cablemaking	III
Public Safety	III
<i>Public Sector</i>	II, III
<i>Pulp and Paper Manufacturing Industries</i>	III
<i>Retail Services (including wholesale and Community pharmacy)</i>	III
<i>Telecommunications</i>	II, III
<i>Textiles, Clothing and Footwear</i>	III
<i>Tourism, Hospitality and Events</i>	I, II, III
<i>Training and Assessment</i>	III
<i>Transport and Logistics</i>	III
<i>Water Industry (Utilities)</i>	III

E.6.2 Wage level B

<i>Training package</i>	AQF certificate level
<i>Animal Care and Management</i>	I, II, III
<i>Asset Maintenance</i>	I, II, III
<i>Australian Meat Industry</i>	I, II, III
<i>Automotive Industry Manufacturing</i>	II, III
<i>Automotive Industry Retail, Service and Repair</i>	I, II, III
<i>Beauty</i>	II
<i>Caravan Industry</i>	II, III
<i>Civil Construction</i>	I
<i>Community Recreation Industry</i>	III
<i>Entertainment</i>	I, II, III
<i>Extractive Industries</i>	II, III
<i>Fitness Industry</i>	III
<i>Floristry</i>	II
<i>Food Processing Industry</i>	I, II
<i>Forest and Forest Products Industry</i>	I, II, III
<i>Furnishing</i>	I, II, III
<i>Gas Industry</i>	I, II
<i>Golf Clubs and Facilities</i>	II, III

<i>Health</i>	II, III
Local Government (Operational Works)	I, II
Manufactured Mineral Products	I, II
Metal and Engineering (Production)	II, III
<i>Outdoor Recreation Industry</i>	I, II, III
<i>Plastics, Rubber and Cablemaking</i>	II
<i>Printing and Graphic Arts</i>	II, III
Property Services	I, II, III
<i>Public Safety</i>	I, II
<i>Pulp and Paper Manufacturing Industries</i>	I, II
<i>Retail Services</i>	I, II
<i>Screen and Media</i>	I, II, III
<i>Sport Industry</i>	II, III
<i>Sugar Milling</i>	I, II, III
<i>Textiles, Clothing and Footwear</i>	I, II
<i>Transport and Logistics</i>	I, II
<i>Visual Arts, Craft and Design</i>	I, II, III
<i>Water Industry</i>	I, II

E.6.3 Wage level C

<i>Training package</i>	AQF certificate level
<i>Agriculture, Horticulture and Conservation and</i>	
<i>Land Management</i>	I, II, III
<i>Funeral Services</i>	I, II, III
<i>Music</i>	I, II, III
<i>Racing Industry</i>	I, II, III
<i>Rural Production</i>	I, II, III
<i>Seafood Industry</i>	I, II, III

Schedule F - Agreement to take annual leave in advance

Name of employee:

Name of employer:

The employer and employee agree that the employee will take a period of paid annual leave before the employee has accrued an entitlement to the leave:

The amount of leave to be taken in advance is: hours/days

The leave in advance will commence on: / /20

Signature of employee: .

Date signed: / /20

Name of employer representative:

Signature of employer representative:

Date signed: / /20

[If the employee is under 18 years of age - include:]

I agree that:

if, on termination of the employee's employment, the employee has not accrued an entitlement to all of a period of paid annual leave already taken under this agreement, then the employer may deduct from any money due to the employee on termination an amount equal to the amount that was paid to the employee in respect of any part of the period of annual leave taken in advance to which an entitlement has not been accrued.

Name of parent/guardian:

Signature of parent/guardian:

Date signed: / /20

Schedule G - Agreement to cash out annual leave

Name of employee:

Name of employer:

The employer and employee agree to the employee cashing out a particular amount of the employee's accrued paid annual leave:

The amount of leave to be cashed out is: hours/days

The payment to be made to the employee for the leave is: \$..... subject to deduction of income tax/after deduction of income tax (strike out where not applicable)

The payment will be made to the employee on: / /20

Signature of employee:

Date signed: __/__/20

Name of employer representative:

Signature of employer representative:

Date signed: / /20

Include if the employee, is under 18 years of age:

Name of parent/guardian:

Signature of parent/guardian:

Date signed: __/__/20

Schedule H Model flexibility term

(regulation 2.08)

Model flexibility term


- (1) An employer and employee covered by this enterprise agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the agreement if:
 - (a) the agreement deals with 1 or more of the following matters:
 - (i) arrangements about when work is performed;
 - (ii) overtime rates;
 - (iii) penalty rates;
 - (iv) allowances;
 - (v) leave loading; and
 - (b) the arrangement meets the genuine needs of the employer and employee in relation to 1 or more of the matters mentioned in paragraph (a); and
 - (c) the arrangement is genuinely agreed to by the employer and employee.
- (2) The employer must ensure that the terms of the individual flexibility arrangement:
 - (a) are about permitted matters under section 172 of the *Fair Work Act 2009*; and
 - (b) are not unlawful terms under section 194 of the *Fair Work Act 2009*; and
 - (c) result in the employee being better off overall than the employee would be if no arrangement was made.
- (3) The employer must ensure that the individual flexibility arrangement:
 - (a) is in writing; and
 - (b) includes the name of the employer and employee; and
 - (c) is signed by the employer and employee and if the employee is under 18 years of age, signed by a parent or guardian of the employee; and
 - (d) includes details of:
 - (i) the terms of the enterprise agreement that will be varied by the arrangement; and
 - (ii) how the arrangement will vary the effect of the terms; and
 - (iii) how the employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and
 - (e) states the day on which the arrangement commences.
- (4) The employer must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- (5) The employer or employee may terminate the individual flexibility arrangement:
 - (a) by giving no more than 28 days written notice to the other party to the arrangement; or
 - (b) if the employer and employee agree in writing — at any time.


Signatories

Note: Signing Agreement - See Fair Work Act 2009 s.185(5) & Regulation 2.06A

A copy of an enterprise agreement is a signed copy only if it has been signed by the employer, and at least one representative of the employees, covered by the agreement. The signature of the representative does not bind the representative to the agreement, unless the representative is an employee who will be bound by the agreement. While it is necessary to have at least one representative of the employees sign the agreement, it is not necessary for every representative to sign the agreement. Important - The signed copy must include the full name and address of each person who signs the agreement; and an explanation of the person's authority to sign the agreement. Requirements of regulation 2.06A - For the purposes of Reg 2.06 A(2)(b)(i)— which requires 'the full name and address of each person who signs the agreement' a person can use his or her work address, and does not have to provide home address details. (Reference: *Fair Work Commission Benchbook Enterprise Agreements 2019*

<https://www.fwc.gov.au/documents/documents/benchbookresources/enterprise-agreements/enterprise-agreements-benchbook.pdf>)

Signatory for the Employer:	Norfolk Island Regional Council ABN 6010 3855 713	Witness
Full Name:	ANDREW ROACH	Alan Kelly
Address:	NEW MILITARY BARRACKS KINGSTON	94 BUMBORAS RD NORFOLK ISLAND
Position Title:	GENERAL MANAGER	HR MANAGER
Signature:		Date: 15/4/20.

Signatory for the Employees:	Nominated Bargaining Representative	Witness
Full Name:	MITCHELL GRAHAM USU	Alan Kelly
Address:	105 COLLINS HEAD RD. NORFOLK ISLAND	94 BUMBORAS RD NORFOLK ISLAND
Position Title:	ELECTRIC TRADES BARGAINING REP. USU	HR MANAGER
Signature:		Date: 16/4/2020

IN THE FAIR WORK COMMISSION

FWC Matter No.:

AG2020/1131

Applicant:

Norfolk Island Regional Council
New Military Barracks
Kingston, Norfolk Island

Undertaking- section 190

I, (Alan Hollway), (Executive Manager – Organisational Development) of (Norfolk Island Regional Council) give the following undertakings with respect to the (name of agreement) ("the Agreement"):

1. I have the authority given to me by (Norfolk Island Regional Council) to provide this undertaking in relation to this application before the Fair Work Commission.
2. Pursuant to clause 32 of the agreement, which outlines the gazetted public holidays on Norfolk Island. The Council undertakes to ensure that the number of public holidays shall be no less than the minimum prescribed within the National Employment Standards and shall not breach those standards.

Employer name: Norfolk Island Regional Council

Authority to sign: Alan Hollway

Signature:



Date: 18 May 2020