DECISION

Fair Work Act 2009
s.185—Enterprise agreement

Indian Ocean Group Training Association Incorporated
(AG2015/1067)

INDIAN OCEAN GROUP TRAINING ASSOCIATION (IOGTA) AND UNION OF CHRISTMAS ISLAND WORKERS (UCIW) ENTERPRISE AGREEMENT 2014-2018

Christmas Island

DEPUTY PRESIDENT GOSTENCNIK MELBOURNE, 22 MAY 2015

Application for approval of the Indian Ocean Group Training Association (IOGTA) and Union of Christmas Island Workers (UCIW) Enterprise Agreement 2014 - 2018.

[1] An application has been made for approval of an enterprise agreement known as the *Indian Ocean Group Training Association (IOGTA) and Union of Christmas Island Workers (UCIW) Enterprise Agreement 2014 - 2018* (the Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (the Act). It has been made by Indian Ocean Group Training Association Incorporated. The agreement is a single enterprise agreement.

[2] The Applicant 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.

[3] Subject to the undertakings referred to above, and on the basis of the material contained in the application and accompanying statutory declaration, 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.

[4] Pursuant to s.205(2) of the Act, the model consultation term prescribed by the *Fair Work Regulations 2009* is taken to be a term of the Agreement.

[5] Pursuant to s.202(4) of the Act, the model flexibility term prescribed by the *Fair Work Regulations 2009* is taken to be a term of the Agreement.

[6] The Union of Christmas Island Workers being a bargaining representative for the Agreement, has given notice under s.183 of the Act that it wants the Agreement to cover it. In accordance with s.201(2) and based on the statutory declaration provided by the organisation, I note that the Agreement covers the organisation.

[7] The Agreement was approved on 22 May 2015 and, in accordance with s.54, will operate from 29 May 2015. The nominal expiry date of the Agreement is 30 June 2018.

DEPUTY PRESIDENT

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ANNEXURE A

Indian Ocean Group Training Association

Christmas Island | Cocos (Keeling) Islands

More than just training....

Wednesday 20 May 2015

General Secretary
Union of Christmas Island Workers
PO Box 84
Christmas Island WA 6798

Re: email received by Sara Howlett member.assist@fwc.gov.au

AG2015/1067 Application for approval of the Indian Ocean Group Training Association (IOGTA) and Union of Christmas Island Workers (UCIW) Enterprise Agreement 2014-2018

Dear Gordon

I refer to the email that was sent to you by Sarah Howlett (Fair Work Commission) on 14 May 2015 to which I was cc'd into, regarding the following clauses of the Indian Ocean Group Training Association and Union of Christmas Island Workers Enterprise Agreement 2014 – 2018,

- Clause 25.1.1, clause 25.3.3(c) clause 25.8.1 and clause 25.8.2 so far as they relate to parental leave shall be applied consistently with the NES.
- Clause 23.1.1(b), clause 23.1.4 and clause 23.1.8 so far as they relate to personal/carer's leave shall be applied consistently with the NES.

As the authorized bargaining representative for Indian Ocean Group Training Association I wish to advise that I approve of the above undertakings.

Yours faithfully

Daniel Becker
General Manager

Christmas Island
T 08 9164 7220 F 08 9164 7129 W iogta.wa.edu.au
A Old Tech School Murray Road, PO Box 457 Christmas Island 6798

Indian Ocean Group Training Association and Union of Christmas Island Workers

ENTERPRISE AGREEMENT

2014 - 2018

Note - the model consultation term is taken to be a term of this agreement and can be found at the end of the agreement.

Note - the model flexibility term is taken to be a term of this agreement and can be found at the end of the agreement.

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.

PART 1 – APPLICATION AND OPERATION OF THE AGREEMENT

1. TITLE OF AGREEMENT

This Agreement shall be known as the **Indian Ocean Group Training Association (IOGTA)** and **Union of Christmas Island Workers (UCIW) Enterprise Agreement 2014 – 2018**.

2. ARRANGEMENT

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3. DEFINITIONS

For the purposes of this enterprise agreement:

3.1 **Island** means the Territory of Christmas Island in the context of matters to do with Christmas Island and the Territory of Cocos (Keeling) Islands in the context of matters to do with the Territory of Cocos (Keeling) Islands.

3.2 **IOGTA** means the **Indian Ocean Group Training Association Incorporated** of Christmas Island and the Cocos (Keeling) Islands.

3.3 **Dependant** means the spouse of the employee (including a de facto spouse) and a child or parent of the employee or other family member, being a spouse, child or parent or other family member who ordinarily resides with the employee and who is wholly or substantially dependent upon the employee.

3.4 **Child** means a person under 21 years of age and includes an adopted child, an ex-nuptial child, a foster child, a step-child or a ward.

3.5 **Union** or **UCIW** means the Union of Christmas Island Workers

4. OPERATION OF THE ENTERPRISE AGREEMENT

This Enterprise Agreement will come into operation from 1st July 2014 or other date as may be determined by Fair Work Australia. The nominal expiry date of this agreement is 30 June 2018.

5. PARTIES BOUND

This agreement will be binding upon **IOGTA** in respect of all employees, other than a Manager appointed by the Management Committee under the terms of a common law agreement, and upon the Union of Christmas Island Workers and its members.

PART 2 - CONSULTATION AND DISPUTE RESOLUTION

6. DISPUTES SETTLEMENT PROCEDURE

6.1 Any grievance, complaint, claim or dispute, or any matter that is likely to result in a dispute, between **IOGTA** and the **Union** or **IOGTA** and employees, will be settled in accordance with these procedures.

6.2 The objective of these procedures is the avoidance and resolution of disputes by measures based on the provision of information and explanation, consultation, cooperation and negotiation.

6.3 Stoppages of work, bans or limitations of work shall not be imposed by the union or employees in respect of employees who are not required to discuss any industrial dispute or situation that might give rise to an industrial dispute, while the subject matter of the potential dispute or dispute is being discussed. Work will continue in accordance with custom and practice, the *status quo,* such that any decision or proposed change in work practices or organisation or allocation of work that is subject of a grievance or dispute shall not be implemented while the grievance or dispute is being dealt with under the dispute settlement procedure. However an employee may cease to perform work that poses a genuine risk to the employee's safety. The employee must be available to perform alternative duties as directed to be eligible for ongoing payment of wages.

6.4 Any potential dispute shall first be discussed between the employee's immediate supervisor, the employee or employees concerned and the employee's nominated union or other representative.

6.5 Failing the matter being resolved, the matter shall be referred to and discussed between the Manager and the General Secretary of the Union or the other nominated employee representative. The Manager and the General Secretary of the Union or other nominated employee representative, shall be provided with full details of the potential dispute by their respective employees and members.

6.6 Failing resolution, the matter shall be immediately referred to Fair Work Australia for conciliation and, if necessary, arbitration in accordance with the provisions of the Fair Work Act 2009..The decision of Fair Work Australia shall be accepted by the parties.

6.7 During the process prescribed by this clause, no change to the status quo that existed before the potential dispute or dispute shall be implemented.

6.8 <u>Consultation</u>

6.8.1 If the Employer is seriously considering major workplace changes that are likely to have a significant effect on the employees covered by this

agreement, the Employer must consult with the Union and any employees who will be affected by the decision.

6.8.2 As soon as practicable the employer must discuss with the union and relevant employees the introduction of the change; and the effect the change is likely to have on the employees. The employer must discuss measures to avert or mitigate the adverse effect of the change on the employees.

6.8.3 For the purposes of the discussion the employer will provide the union and relevant employees in writing: (i) all relevant information about the change including the nature of the change proposed; and (ii) information about the expected effects of the change on the employees; and (iii) any other matters likely to affect the employees.

6.8.4 The employer must give prompt and genuine consideration to matters raised about the major change by the relevant employees.

6.8.5 As soon as a final decision has been made, the Employer must notify the Union and the employees affected, in writing, and explain the effects of the decision.

6.8.6 The Employer must act in good faith in relation to the consultation process provided in this clause. In this clause "good faith" includes obligations to meet, disclose relevant information, genuinely consider proposals and respond with reasons, and to refrain from capricious or unfair conduct that undermines consultation and while consultation is occurring in accordance with this clause, to maintain the status quo, as set out in clause 6.3.

6.8.7 "A major change is likely to have a significant effect on employees" if it results in:

- the termination of the employment of employees; or
- major change to the composition, operation or size of the employer's workforce or to the skills required of employees; or
- the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
- the alteration of hours of work; or
- the need to retrain employees; or
- the need to relocate employees to another workplace; or
- the restructuring of jobs; or
- changes to the legal or operational structure of the employer or the business.

PART 3 - IOGTA AND EMPLOYEES' DUTIES, EMPLOYMENT RELATIONSHIP AND RELATED ARRANGEMENTS

7. CONTRACT OF EMPLOYMENT

7.1 Continuing employment

7.1.1 Permanent Full-time

A permanent full-time employee means an employee who is engaged on an on-going basis to work the standard ordinary weekly hours set out at Clause 19 – Hours of Work and Public Holidays.

7.1.2 Permanent Part-time

7.1.2(a) A permanent part-time employee means an employee who is engaged on an on-going basis to work less than the standard ordinary weekly hours.

7.1.2(b) Prior to commencement of part-time work, **IOGTA** and the employee will agree on a regular pattern of working hours that are less than 38 hours per week. Written details will be recorded of the days on which the employee will work and the times each day the employee will work.

7.1.2(c) A part-time employee is entitled to all of the conditions of employment applying to a permanent full-time employee paid on a pro rata basis in the same proportion as the number of hours worked each week bears to the standard ordinary weekly hours.

7.1.2(d) A part-time employee will be reimbursed for an annual leave airfare on a pro rata basis in the same proportion as the number of hours worked each week bears to the maximum value of an airfare payable for full-time employees.

7.1.2(e) By agreement between **IOGTA** and the employee, the ordinary part-time hours can be varied, provided they remain within the parameters set out at 7.1.2(b) above. Written details will be recorded of the days on which the employee will work and the times each day the employee will work.

7.2 Non-continuing employment

7.2.1 Casual employment

7.2.1(a) A casual employee means an employee engaged by the hour. A minimum engagement of 2 hours will be paid to a casual employee, even if this employee works less than two hours.

7.2.1(b) An employee may be engaged in casual employment for a maximum period of 13 weeks.

If **IOGTA** wishes to extend the employment of a casual employee beyond 13 weeks, then the employee may be engaged on fixed term employment up to a maximum period of 15 months. Thereafter an employee will be offered employment on a continuing employment basis provided the employee has not been engaged to relieve a permanent employee, who would otherwise be engaged in the position.

7.2.1(c) The services of a casual employee will be terminated by one hour's notice on any day by either **IOGTA** or the employee.

7.2.1 (d) An employee may be engaged by IOGTA to work with host employers for more than three months, but shall be entitled to the benefits of permanent or fixed term employment in accordance with Clause 7.2.1 (b), if the engagement with one host employer exceeds 13 weeks.

7.2.2 Fixed Term Employment

7.2.2(a) A fixed term employee means an employee, other than an apprentice or trainee, engaged for a specific project. An employee cannot be employed on continuous fixed term contract(s) for longer than a total of 15 months.

7.2.2(b) A fixed term employee can be engaged for full-time or part-time hours.

7.2.2(c) A fixed term employee is entitled to all of the conditions of employment applying to permanent full-time, or permanent part-time employees paid on a pro-rata basis in the same proportion as the number of hours worked each week bears to the standard ordinary weekly hours, for the period of the fixed term contract of employment.

7.2.2(d) A fixed term employee is entitled to be paid out an annual leave airfare on termination, calculated on a pro-rata basis in the same proportion as the number of hours worked over the employment period bears to the maximum value of an airfare payable for twelve months work.

7.2.3 An Apprentice shall be regarded as a fixed term employee for the period of the apprenticeship.

7.2.4 A Trainee shall be regarded as a fixed term employee for the period of the traineeship as specified in the training agreement.

7.3 Letter of offer of Employment

Upon engagement **IOGTA** will provide an employee with a letter of offer of employment containing the following details about the contract of employment:

7.3.1 The status of employment shall be described as either continuing permanent full-time employment, or continuing permanent part-time employment, or non-continuing casual employment, or fixed term employment or employment under an apprenticeship, or a traineeship agreement.

7.3.2 The classification level the employee is to be engaged at.

7.3.3 The hours of work per fortnight, the base rate of pay and other main conditions of employment such as leave and district allowance, as applied.

7.3.4 The period of the employment including the time at which the employment will conclude if the contract of employment is for a fixed term or casual engagement. The period of employment shall not exceed 13 weeks for a casual employee.

8. TERMINATION OF CONTINUING EMPLOYMENT

8.1 Termination of employment by IOGTA

8.1.1 In the case of all employees on continuous employment, four weeks' notice shall be given, This provision also applies to the early termination of a fixed term contract of employment.

8.1.2 In the case of an employee engaged in continuing employment who is over 45 years of age at the time of notice and who has more than one year of continuous service, five weeks' notice.

8.1.3 Payment in lieu of notice will be made if the appropriate period of notice is not given.

8.2 Termination of employment by the employee

8.2.1 The notice of termination required to be given to **IOGTA** by an employee will be the same as that required by **IOGTA**, except that there will not be a requirement for additional notice based on the age of the employee concerned.

8.2.2 If the employee fails to give the required notice, **IOGTA** will have the right to withhold monies due to the employee with a maximum amount equal to the ordinary time rate of pay for one week.

9. REDUNDANCY PAYMENT

9.1 Definition of redundancy

This clause applies where **IOGTA** has made a definite decision that it no longer wishes the job an employee has been doing to be done by anyone.

This clause does not apply to non-continuing employees as defined in Clause 7 – Contract of Employment. That is, it does not apply to casual or fixed term employees, except in the case of a fixed term employee whose letter of appointment contains an inclusion of redundancy pay on termination.

9.2 Transfer to lower paid duties

Where an employee has accepted an offer of transfer to lower paid duties for reasons set out in 9.1, the employee will be entitled to the same period of notice of transfer as he or she would have been entitled to if his or her employment had been terminated. **IOGTA** will maintain the income of an employee transferred to lower paid duties in accordance with the following:

9.2.1 Where the employee has completed three years continuous service the period of income maintenance will be six months from the date of transfer.

9.2.2 Where the employee has completed five years of service the period of income maintenance will be one year from the date of transfer.

9.2.3 For the periods of income maintenance set out above, the rate of pay will increase in accordance with any increases payable under the terms of this enterprise agreement during the period of income maintenance.

9.3 Notice of redundancy

An employee made redundant for the reasons set out in 9.1 above will be entitled to an additional four weeks' notice to that provided under clause 8.1.

9.4 Redundancy pay entitlement

A continuous employee made redundant for reasons set out in 9.1 above, is entitled to the following amount of redundancy pay in respect of their period of service:

9.4.1 Four weeks' pay for each completed year of continuous service.

9.4.2 Pro-rata payment for each completed month of continuous service in an incomplete year.

9.4.3 Eight weeks' notice pay.

9.4.4 Weeks' pay means the ordinary time earnings rate of pay for the employee concerned. (Ordinary time earnings will be as classified by the Australian Taxation Office at the time of redundancy).

9.4.5 An employee with at least five years continuous service shall be paid pro-rata long service leave on redundancy.

9.5 In addition to the redundancy payments specified above, employees will also receive the following:

9.5.1 Payment at the ordinary time earnings weekly rate of pay for annual leave and the 17.5% annual leave loading for annual leave and pro rata annual leave accumulated up to the date of termination or the date of transfer of employment to another employer.

9.5.2 Payment for Long Service Leave calculated at the ordinary time earnings weekly rate of pay at the rate of 1.3 weeks pay per year of service, and pro rata long service leave calculated at the rate of 1.3 weeks per year of service for each completed month of an incomplete year.

9.5.3 At the election of the employee, annual leave and long service leave payments referred to in 9.5.1 and 9.5.2 above can either be paid to the employee with the redundancy payments or transferred to and credited by the new employer if the employee accepts redeployment to another employer.

9.5.4 Unused sick leave accrued up to the date of termination or transfer of employment to another employer, shall be calculated in accordance with this agreement and transferred to and credited by the new employer if the employee accepts redeployment to another employer.

9.6 Redeployment, retraining and substitution

9.6.1 The employer shall attempt, to the maximum extent possible, to achieve voluntary redundancy, redeployment and retraining for an employee whose position has become redundant.

9.6.2 An employee shall not be compelled to accept termination on the grounds of redundancy unless all other alternative arrangements have been investigated and determined to be not viable.

9.6.3 The employer shall allow and assist the practice of substitution of personnel in cases of redundancy and redeployment.

9.6.4 Substitution of personnel occurs when an employee whose position is not redundant volunteers for redundancy or redeployment in place of the person whose position has been declared redundant.

9.6.5 Substitution is a voluntary practice and the employer may facilitate, but shall not unduly interfere in, negotiations between employees discussing substitution.

9.6.6 An employee who volunteers to substitute for an employee whose position has been declared redundant, shall be entitled to the terms and conditions of redeployment and redundancy provided for in this agreement.

9.6.7 The employer may reject substitution only if suitable work arrangements cannot be made to accommodate the proposed substitution, but the employer shall not reject substitution arrangements because the employer has not been able to provide any necessary transitional training or equipment that the employer could reasonably be required to provide.

PART 4 - SALARIES AND RELATED MATTERS

10. SALARIES - ANNUAL

10.1 Payment of salaries

10.1.1 Payment of salaries will be made fortnightly.

10.1.2 For the purpose of calculating payment for casuals, the hourly rate of pay will be calculated as $1/76^{th}$ of the fortnightly salary plus the casual loading of 25%.

10.1.3 Salaries will be paid by cheque or by direct deposit into an employee's account with an Australian financial institution.

10.2 Incremental progression

At the conclusion of each twelve month period following appointment to their classification or entry into a classification level, employees will be eligible for incremental progression if:

10.2.1 The employee has given satisfactory service over the preceding twelve months; and

10.2.2 The employee has acquired and is required by IOGTA to utilise new and/or enhanced skills within the ambit of the level definition for his/her position or other skills where agreed at the staff development/performance review, and this has been certified in writing following, and as part of, the assessment process.

10.2.3 In cases where the review is delayed the anniversary date will not be changed and the increase, if any, will be paid retrospectively to the anniversary date. Provided that, where the employee is absent from work in excess of three months in aggregate, their review will be delayed by the period of the absence and the increase, if any, will not be back dated.

10.2.4 Movement to a higher level or classification will only occur by way of promotion or reclassification.

10.3 Casual loading

A casual employee will be paid an hourly rate calculated by adding 25% to the ordinary hourly rate of pay for the classification of work performed in addition to any other penalty rate payable for the hours of work performed. This loading is payable in lieu of annual leave, personal leave, bereavement leave, parental leave, public holidays, annual leave airfare and district allowance.

11. RELIEVING AND HIGHER DUTIES

11.1 An employee who agrees to perform the duties applicable to a higher classified position for a continuous period of not less than four hours on

any day or shift and satisfactorily carries out the duties and responsibilities applicable at the time the relief is performed, will be paid the minimum salary of the higher graded position for the whole day or shift.

11.2 Where an employee, whilst acting in a higher classification position and in receipt of higher classification pay commences annual leave, the employee will receive any annual leave payment to which he is entitled at the higher classification rate if the employee has been engaged on the higher duties continuously for three calendar months or more immediately preceding the taking of annual leave.

11.3 An employee on sick leave whilst acting in a higher classification position will be paid for this sick leave at the rate paid while so acting, provided a replacement employee is not required during the period of sick leave.

11.4 When an employee, whilst acting in a higher classification position and in receipt of any higher classification pay pursuant to this clause, performs such higher classification work outside his/her ordinary working hours, he/she will receive any overtime payment to which he/she is entitled pursuant to this agreement, based on the higher classification rate.

12. CLASSIFICATION/RECLASSIFICATION OF POSITIONS

12.1 Positions will be classified in accordance with the level definitions provided for in this agreement.

12.2 Job descriptions will be used as the primary source of classifying positions. The position will be evaluated and considered against the classification definitions.

12.3 An employee may make a written request for a position reclassification on an annual basis or at the time of the Staff development review. Provided that where there are deemed to be exceptional circumstances an application may be lodged at any time. Should an employee be successful in his/her position being reclassified the date of effect will be the date of lodgement of the application.

12.4 The grounds for which a request for review may be made are, having regard to the classification definitions as specified in Clause 12. 9, as follows:

12.4.1 significant and identifiable changes in the nature and work value of the duties performed;

12.4.2 significant increase in responsibilities; and/or

12.4.3 significant change in the skills, knowledge and experience required to undertake the duties.

12.5 Within four weeks of receipt of the application, **IOGTA** will supply the applicant with a written response detailing the outcome of the application.

12.6 The applicant may request the Union or other representative to be party to any discussions.

12.7 Where an employee disputes the outcome of the reclassification assessment, the disputes procedure set out at clause 6 - Disputes settlement procedure will be followed.

12.8 On initial appointment of an employee, **IOGTA** will give consideration to an employee's previous relevant experience in order to ascertain the appropriate salary point for the position.

12.9 **Labour hire employees**

12.9.1 An employee engaged for work with a host employer party to a labour hire agreement between IOGTA and the host employer shall be entitled to all of the conditions of this enterprise agreement provided that such an employee shall be remunerated at rates of pay and conditions that are not less than the rates of pay and conditions applying to direct employees of the host employer.

12.9.2 For the purposes of classification of a labour hire employee engaged for work at the Christmas Island Immigration Detention Centres the following classification levels shall apply on commencement:

Level 2.5	Cleaner, labourer, kitchen-hand
Level 3.1	Assistant cook, gardener
Level 3.3	Storeperson, forklift driver, Delivery/truck driver, administrative/clerical worker
Level 4.1	Cook, plant operator
Level 4.3	Senior Administrative/clerical, storeperson, handyperson
Level 4.4	Chef holding trade certificate, Supervisor kitchen staff
Level 4.5	Supervisor kitchen staff
Level 4.6	Senior supervisor kitchen staff
Level 5.4	Supervising Chef

12.9.3 An employee engaged for work subject of a labour hire agreement between IOGTA and a host employer shall be entitled to incremental progression on the anniversary of engagement.

IOGTA CLASSIFICATION STRUCTURE

Level	Description
1 TRAINEE	No previous experience. Developing knowledge of established practices and procedures. Entry point for all employees employed through **IOGTA** as trainees. Work practices are clearly defined and limited to a specific area and/or specific instructions. Works under direct supervision with regular checking. There is no scope for problem solving or decision making.
2 ADMINISTRATIVE ASST. & SUPPORT	Adequate knowledge of work area and work practices through on the job training. Undertake straightforward operation of equipment relevant to work area and use basic numeracy, written and verbal communication skills. Ability to act within routine standards and procedures with possibility of planning own work. Duties and activities are clearly defined and closely monitored to ensure that instruction and assistance are readily available. Problem solving and decision making are limited to established standards and procedures and to planning of own work.
3 GENERAL ADMINISTRATIVE SUPPORT STAFF	Experienced worker. Ability to apply specific techniques relevant to the work area and have knowledge of work practices and procedures, policies, regulations and statutory requirements relating to the work area. Undertake operation of general workplace equipment and initiate elementary corrective action. Duties are clearly defined and monitored by regular supervision. For administrative employees, understand and apply computer concepts. Use developing written, oral and interpersonal skills necessary for communication with clients, public and work colleagues. Responsibility for managing time, planning and organising own work. Able to engage in problem solving with limited supervision.
4 PROGRAM OFFICER & ADMINISTRATIVE OFFICER	Demonstrated relevant experience through on the job training or previous experience. Thorough knowledge of work activities, procedures and operating methods in work area with working knowledge of legislation relevant to work area to ensure compliance. Undertake equipment operation and be able to modify, correct or identify operational problems. Sound computer knowledge and skills. Good written, oral, interpersonal skills for communication with clients and the public. Capacity to act within well-defined practices. Undertake responsibility for a range of activities or projects in a specialised area or parts of a work program. Solve problems and set objectives within specific procedures, methods or instructions within a specified timeframe. Supervise the work of lower classified employees.

5 SNR. PROGRAM OFFICER & SNR. ADMINSTRATIVE OFFICER	Sound knowledge of work and legislative requirements of the work area gained through previous experience and/or training. Set performance outcomes within defined constraints and contribute to the development of work practices and procedures. Knowledge of the structure of **IOGTA**, its service areas and the wider environment in which **IOGTA** operates. Undertake equipment operation and be able to modify, correct or identify operational problems. Understand and apply computer concepts. Good written, oral and interpersonal skills for communication with clients and the public. Freedom to act within clear objectives and budget constraints and under general supervision. May be responsible for the management of a project or work area or for the supervision of subordinate workers and contractors. Where required, compile information that contributes to the budget of a section.

Level	Description
6 PROGRAM MANAGER	High level of expertise and knowledge gained through previous experience and/or training. Sound knowledge of **IOGTA**, its structure and services and knowledge of section procedures, programmes, policies and activities. Provide written reports with recommendations. Exercise a degree of autonomy, provide advice on complex matters and solve problems where no clear procedures exist. Supervise the work of lower classified employees and assist in setting outcomes for the work of other employees.
7 ASSISTANT GENERAL MANAGER	Substantial expertise and knowledge in a work area involving the application of high level skills and knowledge of work practices and procedures. Able to implement and initiate change within organisational goals and constraints and to manage complex programmes or a section at a high level of ability. Develop work practices and procedures and use analytical skills having a sound knowledge of organisational functions or structures. Assist in preparation of budget material for Manager and Board.

13 WAGE RATES to apply from 1 July 2014 to 30 June 2018

WAGE RATES to apply from 1 July 2014 to 30 June 2018

LEVELS		1 July 2014 + 2.5%		1 July 2015 +2.5%		1 July 2016 +3%		1 July 2017 +3%	
		Per Annum	Hourly	Per Annum	Hourly	Per Annum	Hourly	Per Annum	Hourly
LEVEL 1	1.1	$40,256	$20.37	$41,262	$20.88	$42,500	$21.51	$43,775	$22.15
	1.2	$41,658	$21.08	$42,699	$21.61	$43,980	$22.26	$45,300	$22.93
LEVEL 2	2.1	$43,299	$21.91	$44,381	$22.46	$45,713	$23.13	$47,084	$23.83
	2.2	$44,165	$22.35	$45,269	$22.91	$46,627	$23.60	$48,026	$24.30
	2.3	$46,276	$23.42	$47,433	$24.00	$48,856	$24.72	$50,322	$25.47
	2.4	$49,150	$24.87	$50,379	$25.50	$51,890	$26.26	$53,447	$27.05
	2.5	$50,604	$25.61	$51,869	$26.25	$53,425	$27.04	$55,028	$27.85
	2.6	$51,687	$26.16	$52,979	$26.81	$54,569	$27.62	$56,206	$28.44
	2.7	$52,882	$26.76	$54,204	$27.43	$55,830	$28.25	$57,505	$29.10
	2.8	$53,889	$27.27	$55,236	$27.95	$56,893	$28.79	$58,600	$29.66
LEVEL 3	3.1	$51,128	$25.87	$52,406	$26.52	$53,978	$27.32	$55,598	$28.14
	3.2	$52,720	$26.68	$54,038	$27.35	$55,659	$28.17	$57,329	$29.01
	3.3	$53,931	$27.29	$55,279	$27.98	$56,938	$28.81	$58,646	$29.68
	3.4	$54,964	$27.82	$56,338	$28.51	$58,028	$29.37	$59,769	$30.25
LEVEL 4	4.1	$55,501	$28.09	$56,889	$28.79	$58,595	$29.65	$60,353	$30.54
	4.2	$56,717	$28.70	$58,135	$29.42	$59,879	$30.30	$61,675	$31.21
	4.3	$57,757	$29.23	$59,201	$29.96	$60,977	$30.86	$62,806	$31.78
	4.4	$59,336	$30.03	$60,819	$30.78	$62,644	$31.70	$64,523	$32.65
	4.5	$60,066	$30.40	$61,568	$31.16	$63,415	$32.09	$65,317	$33.06
	4.6	$61,158	$30.95	$62,687	$31.72	$64,568	$32.68	$66,505	$33.66
	4.7	$62,710	$31.74	$64,278	$32.53	$66,206	$33.51	$68,192	$34.51
	4.8	$63,670	$32.22	$65,262	$33.03	$67,220	$34.02	$69,236	$35.04
LEVEL 5	5.1	$61,267	$31.01	$62,799	$31.78	$64,683	$32.73	$66,623	$33.72
	5.2	$62,381	$31.57	$63,941	$32.36	$65,859	$33.33	$67,835	$34.33
	5.3	$63,965	$32.37	$65,564	$33.18	$67,531	$34.18	$69,557	$35.20
	5.4	$64,944	$32.87	$66,568	$33.69	$68,565	$34.70	$70,622	$35.74
LEVEL 6	6.1	$66,029	$33.42	$67,680	$34.25	$69,710	$35.28	$71,801	$36.34
	6.2	$68,021	$34.42	$69,722	$35.28	$71,813	$36.34	$73,968	$37.43
	6.3	$69,386	$35.11	$71,121	$35.99	$73,254	$37.07	$75,452	$38.18
	6.4	$70,967	$35.91	$72,741	$36.81	$74,923	$37.92	$77,171	$39.05
LEVEL 7	7.1	$72,534	$36.71	$74,347	$37.63	$76,578	$38.75	$78,875	$39.92
	7.2	$74,287	$37.59	$76,144	$38.53	$78,429	$39.69	$80,781	$40.88
	7.3	$75,733	$38.33	$77,626	$39.28	$79,955	$40.46	$82,354	$41.68
	7.4	$76,767	$38.85	$78,686	$39.82	$81,047	$41.02	$83,478	$42.25

14. TRAINEESHIPS

Trainees employed under the Traineeship system operated through **IOGTA** will be paid at the Level 1 rate of pay of Clause 13 WAGE RATES, subject to the application of junior rates. Where the trainee is engaged in the workplace of a host employer who is operating under a certified agreement or other industrial instrument and the terms and conditions of employment applying in the workplace of the host employer are superior to the terms of this agreement then the more favourable conditions shall apply.

15. APPRENTICESHIPS

15.1 Apprentices employed under the apprenticeship system operated through **IOGTA** will be paid in accordance with the following annual rates of pay:

	% of Trade rate	1 July 2014	1 July 2015	1 July 2016	1 July 2017
1st year	57%	$34369 p.a.	$35063 p.a.	$36115 p.a.	$37199 p.a.
2nd year	65%	$38820 p.a.	$39985 p.a.	$41184 p.a.	$42420 p.a.
3rd year	75%	$44793 p.a.	$46136 p.a.	$47520 p.a.	$48946 p.a.
4th year	90%	$53751 p.a.	$55364 p.a.	$57024 p.a.	$58735 p.a.

These rates of pay for apprentices are the relevant percentages of the Indian Ocean Territories Administration TO 6.1 rates of pay for 2014 and 2015. For 2016 and 2017 the rates have been increased by 3% per annum.

In addition to the above rates of pay IOGTA shall pay all training and tuition costs: including enrolment and course fees, books, texts and training materials, for an apprentice attending any training including formal trade training under the block release system.

15.2 An adult apprentice is an employee engaged as an apprentice aged 21 years and over. An adult apprentice will be paid at the Level 1 rate or at the rate in accordance with their apprenticeship year, which-ever is higher.

15.3 An apprentice will be paid a district allowance in accordance with Clause 17.

15.4 An apprentice will be entitled to annual leave calculated on the basis of 5.4 weeks annual leave for each completed year of service and pro rata leave for periods of less than 12 months which leave shall be calculated on the basis of completed weeks of service.

15.5 Notwithstanding the above, if an apprentice is engaged for work at a site where specific site allowances and/or rates of pay apply under an enterprise agreement, then **IOGTA** will ensure that time worked

on such a site will be remunerated at rates not less than those applying under the enterprise agreement applying at that site. This includes overtime rates of pay, meal allowances and arrangements for fatigue breaks where overtime is worked.

16. JUNIOR EMPLOYEES

An employee who is less than 21 years of age will be paid the following percentage against their classification level.

20 years	90%
19 years	80%
18 years	70%
17 years and under	61%

17 DISTRICT ALLOWANCE

17.1 Purpose of district allowance

District allowance is paid to employees of IOGTA to compensate for the increased cost of living, climate and isolation associated with living on Christmas Island and Cocos (Keeling) Islands.

17.2 District allowance entitlement

17.2(a) District allowance is paid to all employees, except casual employees and School Based Trainees.

17.2(b) Full-time employees get the full district allowance. Part-time employees are paid a percentage of the district allowance proportional to the number of ordinary hours they work per fortnight.

17.3 Amount of district allowance

17.3(a) **District Allowance**

For the term of the agreement rates of district allowance will be:

Without Dependants .	$10845 p.a.
With Dependants .	$21690 p.a.

And shall remain at these rates until a review of the system of payment of District Allowance is completed by the parties to the agreement, the employer, the employees and the union. Any changes agreed by the employer, the employees and the union shall be applied from the date of agreement being reached.

17.3(b) District allowance is paid for ordinary hours of work. It is not paid in calculating overtime or other penalty payments.

17.3(c) There are two rates of district allowance:

17.3(c)(i) Employees living on Island without dependants;

17.3(c)(ii) Employees living on Island with dependants.

17.3(d) Which rate the employee receives will depend on whether or not they have family members living with them who qualify as dependants.

17.3(e) An updated District Allowance declaration form is to be completed on an Annual basis to record any possible changes in circumstances.

17.4 Family members who qualify as dependants

17.4(a) For the purpose of determining amount of district allowance payable, dependants are the employee's spouse, any children under 21, or parents who:

17.4(a)(i) live with the employee on Christmas Island or Cocos (Keeling) Islands; and

17.4(a)(ii) are earning less than the Federal minimum wage

17.4(b) A dependent family member who receives a district allowance (sometimes called Island Allowance) as part of their own employment is not a dependant for the purposes of district allowance. This is the case even if they are earning less than the federal minimum wage.

17.4 (c) A dependent family members who receive a pro-rata district allowance from their own employment is a partial dependent for the purposes of this clause. An employee with a partial dependent will be paid the 'without dependants' rate plus the difference between that rate and the amount of district allowance the partial dependant is receiving.

17.4(d) Where both spouses work for **IOGTA**, they are each entitled to receive district allowance at the 'without dependants' rate. Even if there are dependent children or parents living with the employees, neither is entitled to the 'with dependants' rate.

17.5 Federal minimum wage

17.5(a) **IOGTA** uses the Federal minimum wage rate set by Fair Work Australia or the responsible authority as part of the test for dependency. This rate, as varied from time to time, is annual gross income.

17.5(b) When working out whether or not a spouse, child or parent of the employee is earning more or less than the national minimum wage, the following types of income are taken into account:

17.5(b)(i) salary or wages;

17.5(b)(ii) allowances, pensions or benefits;

17.5(b)(iii) interest from savings;

17.5(b)(iv) dividends from shares;

17.5(b)(v) income from property.

17.5 (c) The salaries, allowance or other income of the dependant is assessed at an annualised rate to enable comparison with the national minimum wage. For example, if a dependant starts working, their expected annual salary; or, if a dependant receives a pension, the annual value of that pension.

17.5(d) The income of family members is assessed each time that there is change to income. For example, when a family member starts or stops work, or when they start or stop receiving an allowance.

17.6 When the rate of district allowance entitlement can change:

17.6(a) The rate of district allowance that is paid to an employee may change if the family circumstances of the employee change. For example:

17.6(a)(i) When a child, spouse or parent starts or stops living with the employee;

17.6(a)(ii) When a dependent child, spouse or parent's income exceeds the national minimum wage;

17.6(a)(iii) When a child, spouse or parent becomes a dependant because they have lost their job or other income; or

17.6(a)(iv) When a dependent child, spouse or parent starts to receive a district allowance.

17.6(b) For district allowance purposes, a child, spouse or parent is taken to have stopped living with an employee when they no longer reside with the employee or they have taken up residence somewhere else. This is the case even if the principal or 'permanent home' address of the child, spouse or parent remains the same as the employee.

17.6(b)(i) As an example, family members going off Island for holidays or for medical treatment are still ordinarily resident with the employee. In this case, the district allowance would not change, as these family members are still eligible dependants.

17.6(b)(ii) As another example, - children on the mainland attending year 11 or year 12 schooling have taken up residence elsewhere. A spouse living in a second or temporary home with these children has also stopped living with the employee for the time they are away. In this case the district allowance may change, as the family members living elsewhere are not eligible dependants.

17.6(c) Whether the rate of district allowance does change or not will have to be assessed depending on the whole family circumstances. For example, the fact that one child becomes independent or is off Island attending year 11 or 12 school will not change the district allowance if there are other children (or other family members) still living with the employee and dependent on them.

17.6(d) An employee is required to inform **IOGTA** when any family circumstances change, to enable an assessment to be made about whether the rate of allowance should change.

17.7 Employment periods when the district allowance is paid

District allowance is to be paid when:

17.7(a) An employee is at work. This includes any period of approved paid leave such as personal leave and paid maternity leave.

17.7(b) When an employee is off Island attending conferences, training, or attending to other business on behalf of the employer.

17.7(c) When an employee is on annual leave, whether on or off Island.

17.7(d) In these cases listed in 17.7(b) and 17.7(c) above, where the employee is off Island the rate of district allowance is the rate paid immediately prior to the employee travelling off Island.

17.8 Employment periods when the district allowance is not payable

District allowance is not paid to an employee when:

17.8(a) The employee is on any form of unpaid leave. This includes leave without pay, and unpaid parental leave.

17.8(b) The employee is on long service leave and all or part of this leave is taken off Island. However, if the employee is receiving a district allowance for dependants and some or all of these dependants stay on Island during the time the employee is off Island, then the allowance will still be paid.

17.8(c) The employee receives payment in lieu of long service leave, annual leave or rostered days off.

17.8(d) The employee is paid out accrued entitlements on termination of employment other than fixed term employees who shall be paid District Allowance on termination for accrued entitlements.

17.8(e) The employee is on long service leave off island with all dependants.

18 SUPERANNUATION

IOGTA will make superannuation contributions with respect to each employee covered by this Agreement in accordance with the following provisions:

18.1 The employer will become a participating employer in the Westscheme and Hostplus superannuation funds and will, at the employee's election, contribute to the employee's chosen fund, the contribution specified in Clause 18.2.

In the event that an employee does not make a choice of fund, the employer shall pay the employee's superannuation contributions to the Westscheme Fund.

18.2 The employer will contribute to a Fund, on behalf of each employee a percentage rate of ordinary time earnings: 15% from 1 July 2014 and 16% from 1 July 2015.

18.3 "Ordinary time earnings" has the same meaning as that prescribed from time to time by the Australian Taxation Office. Examples could be:

18.3.1 Gross pay for ordinary hours of work
18.3.2 Gross pay for any paid leave such as sick leave, annual leave, Long Service Leave
18.3.3 Gross pay for any all-purpose or wage related allowances

18.3.4 Penalties or loadings payable such as casual loading or shift loading

18.4 Payments made to employees that are not related to earnings for ordinary hours will be as prescribed from time to time by the Australian Taxation Office. Examples could be:

18.4.1 Overtime payments;
18.4.2 Annual leave airfare allowance;
18.4.3 Annual leave loading;
18.4.4 Education allowance;
18.4.5 Reimbursement for spectacles;
18.4.6 Telephone or professional association fees; and
18.4.7 Payments on termination.

18.5 Contributions will be forwarded to the appropriate Fund every month by the employer.

18.6 Contributions to the Fund will continue to be paid while the employee is absent on paid leave and during absence while the employee is receiving workers' compensation payments and including make-up pay payments.

18.7 Where an employee wishes to make voluntary contributions to the Fund, the employee may authorise the employer to deduct from the employee's wages an amount specified by the employee. Contributions deducted under this provision will be forwarded to the Fund by the company at the same time as the company's contributions made under clause 18.2.

18.8 An employee may make an agreement with the employer for salary sacrifice.

18.8.1 The employee must specify an amount of ordinary time earnings, as defined in clause 18.3 above, by which his or her salary is to be reduced ("the salary sacrifice").

18.8.2 The salary sacrifice will be deducted from the employee's salary and contributed by the employer to the Fund each month.

18.8.3 The employer will continue to calculate the contributions required by clause 18.2 above and/or the *Superannuation Guarantee (Administration) Act 1992* on the basis of the employee's ordinary time earnings before the salary sacrifice is deducted.

18.8.4 Salary sacrifice deductions will be made during a period of paid leave and the employee will receive the rate of pay specified under this agreement less the salary sacrifice deduction.

18.8.5 Calculation of salary for the purpose of leave accruals and other payments due on termination of employment shall be calculated on a rate of pay, which includes the salary sacrifice contributions.

18.8.6 The employee may revoke the salary sacrifice agreement or alter the amount to be deducted at any time.

PART 5 - HOURS OF WORK, OVERTIME

19. HOURS OF WORK AND PUBLIC HOLIDAYS

19.1 Purpose of hours of work

This provision sets out the requirements for the number of hours employees are required to work each week, and the days, and the times within each day, on which employees are required to attend work. These hours are called the ordinary hours of work. Setting ordinary hours of work means that employees know when they are required to be on duty, when they are entitled to payment for overtime, and what counts as a day for the purposes of leave taken on any day.

19.2 Ordinary hours of work

19.2.1 The number of ordinary weekly hours of work for full-time employees, whether permanent, fixed term, temporary or casual, will be 38 hours per week worked on 5 days Monday to Friday for 7.6 hours per day. Alternative rosters of ordinary hours of work may be agreed between the UCIW, the employee/s and **IOGTA** which allow for ordinary hours to be worked so that work is performed for more or less than 7.6 hours per day or for ordinary hours to be worked as shift work outside the spread of hours for ordinary hours of work, and such arrangements shall be in writing.

19.2.2 The number of ordinary weekly hours for part-time employees will be less than 38 hours per week, as determined on engagement or otherwise agreed between the part-time employee, the union and **IOGTA**. These hours are called the "designated" ordinary hours of a part-time employee. A copy of the "designated" ordinary hours agreement will be provided to the employee.

19.3 Spread of ordinary hours

19.3.1 Ordinary hours of work are to be worked Monday to Friday between the hours of 6.00 a.m. and 6.00 p.m. This is called the spread of ordinary hours.

19.3.2 Full-time employees will work no more than ten hours per day, Monday to Friday inclusive.

19.3.3 Part-time employees will work the designated number of hours each day as agreed between the part-time employee and **IOGTA**, in accordance with Clause 7.1.2.

19.4 Meal breaks within ordinary hours

19.4.1 Meal breaks during ordinary working hours are unpaid except for shift workers.

19.4.2 Meal breaks will be between 30 minutes and one hour duration and for shift workers a paid meal break of 30 minutes is to be taken so as not to affect the continuity of operations.

19.4.3 Meal breaks will be arranged so that an employee is not required to work more than five hours before a meal break can be taken.

19.5 Coffee breaks within ordinary hours

19.5.1 All employees are entitled to a paid ten-minute break in the morning and a paid ten minute break in the afternoon of each day.

19.5.2 Coffee breaks will be taken at the workplace. This means either at **IOGTA** office for employees located there, or at the work site for employees who work in the field.

19.6 Payment for ordinary hours of work

19.6.1 All ordinary hours of work – either standard or as varied by agreement with IOGTA the employee and the union will be paid at single time rates except where ordinary hours are worked by shift workers in accordance with an agreement between IOTGA. the employee and the union and the employer about a shift work roster.

19.6.2 Employees will be paid for 38 ordinary hours per week (or part-time equivalent) even if they work less or more hours in the week through an averaging system that is described in a written and signed agreement.

19.7 Recording hours of attendance

Employees will record times of attendance each day in a manner as **IOGTA** directs to comply with the *Workplace Relations Act 1996.* Employees will be required to record the:

19.7.1 Start and finish time each day;

19.7.2 Start and finish of meal or other breaks taken each day; and

19.7.3 Leave taken on any day or part of the day.

19.8 Public holidays

An employee, other than a casual employee, will be granted a holiday without deduction of pay on any day gazetted as a public holiday on Christmas Island for employees engaged for work on Christmas Island, or on any day gazetted as a public holiday on Cocos (Keeling) Islands for employees engaged for work on Cocos (Keeling) Islands.

19.9 Shiftwork

19.9.1 Definitions

Shift work means work performed in accordance with a roster that provides for ordinary hours to be worked:

(a) Outside the spread of hours for the working of ordinary hours for day workers 6.00am to 6.00pm Monday to Friday; or

(b) On weekends; or

(c) On a split shift; or

(d) On permanent afternoon or night shift.

Day shift means any shift commencing at or after 6.00am and finishing at or before 6.00pm on weekdays.

Afternoon shift means any shift finishing after 6.00p.m and at or before midnight on weekdays.

Night shift means any shift finishing after midnight and where any part of the shift is worked before 6.00am on weekdays.

Weekend shift means any rostered shift that provides for ordinary hours to be worked on a Saturday or Sunday.

Split shift means the ordinary hours are worked so that the day's work is divided into two periods of time which are separated by a period of two hours or more (inclusive of a meal break). Split shifts may be worked between the hours of 6.00am and 6.00pm on any day of the week. Split Shifts may be worked only in accordance with a written agreement with the union.

Shift worker means an employee who works day and/or afternoon and/or night shift or who works weekend shift, or split shift.

19.9.2 The employer shall establish the method of operating shifts and the commencing and finishing times for the hours of duty on each shift in consultation with the employees at the workplace, but before doing so shall obtain the written agreement of the union. Consultation shall mean that the manager of the workplace will provide employees with a draft roster and to the extent not inconsistent with the proper functioning of the workplace endeavour to implement employees' preferred working arrangements.

19.9.3 A shift worker shall be provided with a roster showing the days and the commencing and finishing time of the hours of duty of each shift in the roster period.

19.9.4 The employer may alter the method of operating shifts and the rostered commencement and finishing times for the hours of duty by giving the employees 48 hours written notice of any changes. The 48 hours notice period may be waived by the employee/s affected. To the extent practicable, any changes in rosters should only occur after consultation with the employees affected.

19.9.5 Where the employer fails to give 48 hours written notice of a change in rosters, all time worked on the replacement roster shall be overtime until the 48 hours notice period has expired.

19.9.6 An employee who is a shift worker shall have not less than ten continuous hours break from work between shifts of work including any overtime worked. Where required the employee shall be allowed time off work without loss of pay to ensure that there has been a break of 10 continuous hours.

19.9.7 When continuous shifts are worked, a shift worker shall remain at their place of duty until relieved by an oncoming employee. If not relieved within fifteen minutes of the shift change over time the employee shall remain on duty until suitable relief is arranged.

19.9.8 If the employee is not relieved within the fifteen minutes then all-time worked in excess of the employee's rostered shift shall be overtime. Time taken to change shifts up to the fifteen minutes shall not be paid, nor shall the oncoming shift employee lose pay.

19.9.9 Shift workers shall be paid shift allowances in addition to their salary.

19.9.10 The shift allowances shall be paid for all shifts worked by the employee.

19.9.11 The shift allowance shall be an hourly amount calculated by dividing the employee's fortnightly salary by 76 and multiplying the sum so obtained by the appropriate percentage shift allowance.

19.9.12 The shift allowance for a rostered shift that begins or ends -

a) outside the hours of 6.00am to 6.00pm on any day Monday to Friday that is not a public holiday, shall be 25 percent.

b) on a Saturday shall be 50 percent for the first three hours and then 100 percent thereafter.

c) on a Sunday shall be 100 percent.

d) on a public holiday shall be 200 percent.

19.9.13 The shift allowance for a split shift worked Monday to Friday that is not a public holiday shall be 25 percent, except that where the employee has requested ordinary hours worked in any day be worked as a spilt shift, the split shift allowance shall not be payable.

19.9.14 A shift extending through midnight shall be regarded as having been worked on the day on which the major portion of the shift falls. Where a shift is equally divided by midnight, it shall be regarded as having been worked on the day on which it commenced.

19.9.15 For the purposes of determining leave entitlements, including days off between weeks of shift work, leave shall not commence on a day when any worked is performed. A day shall mean the 24 hour period between midnight on one day and midnight the next day.

19.9.16 Split shifts may only be worked in accordance with a written agreement between the employer the employee, and the union.

20. OVERTIME

20.1 Purpose of overtime

The purpose of this clause is to set out the conditions applicable when an employee works outside his/her ordinary hours as defined in Clause 19 – Hours of Work and Public Holidays. **IOGTA** is required to pay a penalty in certain circumstances for employees working above 7.6 hours per day or for hours worked outside their spread of ordinary working hours.

20.2 Circumstances in which overtime is paid

Overtime will be paid in the following circumstances:

20.2.1 Where an employee is classified at Level 1 to 7 of the classification structure, whether employed as continuing or non-continuing employees; and

20.2.2 As a full-time employee they are required work in excess of 7.6 hours per day if no written agreement exists with the employer for flexible hours, alternative rosters of hours of work, or the agreed

hours per cycle when on a roster or more flexible arrangement as described in an implementation agreement in accordance with Clause 19 – Hours of Work & Public Holidays; or

20.2.3 As a part-time employee they are required work in excess of their designated hours per week or the agreed hours per cycle when on a roster or more flexible arrangement as described in an implementation agreement in accordance with Clause 19 – Hours of Work & Public Holidays; or

20.2.4 As either full-time or part-time employees, other than designated shift workers, they required to work outside of the ordinary spread of hours; that is outside of the times 6.00 a.m – 6.00 p.m. Monday to Friday; or

20.2.5 They are required to work on a day designated as a public holiday on Island; or

20.2.6 They are authorised or directed to work such overtime hours to meet operational requirements prior to the work being performed in ordinary hours.

20.3 Overtime rates

An employee performing work on the following days will be paid the following percentage of their ordinary wage rate as per Clause 13 for relevant classification.

		Full-time & Part-time	Casual (inclusive of 25% casual loading)
20.3.1	Monday to Friday	100.00%	125.00%
20.3.2	Saturday – 1st two hours	150.00%	187.50%
	Saturday – after two hours	200.00%	250.00%
20.3.3	Sunday	200.00%	250.00%
20.3.4	Public Holidays	200.00%	250.00%

For full-time and part-time employees the penalty rate is on top of the ordinary rate of pay for the Public Holiday.

20.4 Other conditions

In calculating overtime rates the following conditions apply:

20.4.1 Any higher duty allowance payable will be included in the calculation.

20.4.2 Overtime hours are calculated to the nearest fifteen minutes.

20.4.3 Where an employee is required to perform overtime duty on a day in which ordinary hours are worked and this duty is not continuous with ordinary hours, or on a day on which ordinary hours are not worked, the employee will be paid a minimum of four hours pay at the

prescribed overtime rate. Meal breaks are not counted as breaking the continuity of work between ordinary hours and overtime hours of duty.

20.5 Fatigue break

20.5.1 An employee who works so much overtime that the employee would not have at least 10 consecutive hours off duty between the cessation of overtime worked on one day and the commencement of the employee's ordinary time work on the next day shall, subject to the succeeding subclauses, be released after completion of such overtime work until the employee has had 10 consecutive hours off duty.

20.5.2 An employee released from duty in accordance with Clause 20.5.1 above shall be released without loss of the employee's ordinary time pay for the ordinary hours occurring during such absence.

20.5.3 If, on the instructions of the employer, an employee resumes or continues work without having had 10 consecutive hours off duty, the employee shall be paid at double time for such time until the employee is released from duty for 10 consecutive hours and the employee shall then be entitled to be absent until the employee has had 10 consecutive hours off duty without loss of wages for ordinary working time occurring during such absence.

20.6 Flexibility - Time off in lieu of authorised overtime

Clause 20 may be varied in the following way.

An employee may request the employer agree that, the employee may take time off in lieu of payment for overtime subject to the following:

20.6.1 Paid time off work in lieu of payment for authorised overtime worked shall be
calculated at the rate for which overtime is payable. For example if the rate payable for the overtime worked is one and a half times the hourly rate then the paid time off will be one and a half hours for each hour of overtime worked, or two hours paid time off work for each hour of overtime worked that is payable at double the ordinary hourly rate of pay.

20.6.2 The time in lieu can be taken within one month of the overtime work being performed without operational requirements being affected.

20.6.3 The employer may agree to the request, provided the employee and the Employer genuinely agree to the arrangement, and the employee is better off overall.

20.6.4 The employer must ensure that the individual flexibility arrangement:

is in writing; and

includes the name of the employer and employee; and

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

includes details of:

the terms of the enterprise agreement that will be varied by the arrangement; and

how the arrangement will vary the effect of the terms; and

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

states the day on which the arrangement commences.

20.6.5 The employer must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.

20.6.6 The employer or employee may terminate the individual flexibility arrangement:

by giving no more than 28 days written notice to the other party to the arrangement; or

if the employer and employee agree in writing — at any time.

PART 6 - LEAVE

21. ANNUAL LEAVE AND ANNUAL LEAVE LOADING

21.1 Annual leave entitlement

An employee (other than a casual employee) will be entitled to annual leave, calculated at the rate of five weeks and two days for each completed year of service or part thereof. Part-time employees are entitled to pro-rata leave provisions based on their ordinary rate of pay.

21.2 Variation of accrual date or amount of entitlement taken

21.2.1 An employee will have the right to have the commencing and finishing dates of the employee's annual leave coincide with the dates upon which air flights leave and return to the Island and for this purpose may elect:

21.2.1(a) To take a lesser period of leave than that standing to the employee's credit, in which case the balance will be credited to the employee and be available to be taken at a later date, either separately or in conjunction with future leave as the employee desires; or

21.2.1(b) Subject to agreement of the employer, to take a longer period of leave than that standing to the employee's credit and for that purpose may:

21.2.1(b)(i) Utilise up to five days of any future credits with the additional days being debited against future credits;

21.2.1(b)(ii) Take up to five days leave without pay; or

21.2.1(b)(iii) Use a combination of 21.2.1(b)(i) and 21.2.1(b)(ii).

21.2.2 If leave is arranged in accordance with 21.2.1 and the flight on which the employee is expected to return to the Island is cancelled or if the date of the flight is altered after the date the employee commenced leave, the employee will be paid his normal salary for the period between the date of expiry of the employee's leave and the date of departure of the next charter flight.

21.2.3 An employee must take a minimum of 2 weeks annual leave in every year unless a written agreement is made between the employer and the employee.

21.2.4 The employer may require the employee to take 5.4 weeks Annual Leave one year after the entitlement accrued. The maximum Annual Leave an employee can accrue at any point in time is 8.8 weeks.

21.3 Leave and public holidays

Leave granted under this clause will be exclusive of public holidays observed on the Island, which fall within the leave period.

21.4 Payment of leave on termination of employment

21.4.1 An employee on a continuing contract of service on termination will be entitled to payment in lieu of under-utilised annual leave credits, plus pro-rata annual leave in respect of each completed week of service since the date of last accrual.

21.4.2 An employee on a fixed term contract of service, on termination, will be entitled to payment of pro-rata annual leave in respect of each completed week of service for the period of their contract.

21.4.3 Where an employee dies, the employee's dependents will be entitled to receive payment for the annual leave credits.

21.5 Annual leave loading

21.5.1 In addition to payment for annual leave, an employee will be entitled to be paid a loading of 17.5%.

22. ANNUAL LEAVE AIRFARE

22.1 Purpose of annual leave airfare

Annual leave airfares are provided to enable employees and / or their eligible dependants to take all or part of their annual leave off Island. The annual leave airfare entitlement may be paid as an expense reimbursed by the employer or as an allowance paid as income to the employee. It is an entitlement that employees get in relation to an entitlement to annual leave.

22.2 Entitlement to annual leave airfare

22.2.1 An employee (full-time or part-time whether, permanent or fixed term) is entitled to an annual leave airfare. A casual employee or an employee employed under a School Based Traineeship arrangement is not entitled to an annual leave airfare.

22.2.2 IOGTA shall pay each employee one additional airfare for a dependant spouse or for a dependent child. The additional airfare allowance for a dependent child is payable in any circumstance of an annual leave airfare or equivalent allowance not being payable for the dependent child by another employer. A spouse or child ordinarily residing on Christmas Island or the Cocos (Keeling)

Islands but temporarily residing elsewhere for the reason of education, and who is wholly financially dependent on the employee will be considered a dependant for the purpose of airfare allowance entitlement for dependants.

22.2.3 Full-time employees get the full entitlement. Part-time employees get the entitlement on a prorata basis proportional to the number of hours they work each year. Fixed term employees who work less than a year also get the entitlement on a prorata basis proportional to the number of hours they work in the year.

22.2.4 An annual leave airfare entitlement is available when an employee has:

22.2.4(a) In the case of full-time employees, completed twelve months service with **IOGTA** such that they have accrued five weeks and two days annual leave; or

22.2.4(b) In the case of part-time employees, completed twelve months service with **IOGTA** such that they have accrued an entitlement to annual leave which is proportional to the full-time entitlement for the time they have worked; and

22.2.4(c) Where an employee works some time in the year on a full-time basis and some time of the year on a part-time basis, they will be treated as part-time employees for the purpose of annual leave airfare accrual in that year.

22.2.4(d) Where a fixed term employee works less than a year, the employee will be entitled to a pro-rata annual leave airfare on completion the term of employment.

22.2.5 An employee may choose the reimbursement system of utilising an entitlement to a leave airfare. If an employee so elects, the employer shall reimburse an employee for all travel expenses incurred to the value of a full return economy airfare between Christmas Island or Cocos (Keeling) Islands and Perth for each leave airfare entitlement and each leave airfare entitlement for a dependant. The total of the value of the entitlements of each employee may be utilised for the purposes of travel by the employee or any eligible dependant and such utilisation is at the discretion of the employee.

22.2.6 An employee may choose the annual leave airfare allowance system of utilising an entitlement to a leave airfare. If an employee so elects, **IOGTA** will pay an allowance for an annual leave airfare to the value of a full return economy airfare between Christmas Island or Cocos (Keeling) Islands and Perth by the most direct route

(as varied from time to time). The allowance calculation is as follows: Cost of return economy airfare Christmas Island or Cocos (Keeling) Islands to Perth divided by 0.685 (tax) = gross allowance payable to employee. The employer will deduct PAYG tax when the airfare allowance is paid.

23. PERSONAL LEAVE

23.1 Amount of paid personal leave

23.1.1 Paid personal leave will be available to an employee except casual employees, when they are absent:

23.1.1(a) Due to personal illness or injury (sick leave); or

23.1.1(b) For the purposes of caring for an immediate family member (carer's leave); or

23.1.2 An employee will be entitled to sick leave or carer's leave, accrued at the rate of 5.7692% per ordinary hours paid (15 days for each year of service). This accrual does not include bereavement leave

23.1.3 Unused personal leave shall accrue from year to year.

23.1.4 An employee is entitled to use accumulated personal leave for the purposes of sick leave where the current year's personal leave entitlement has been exhausted and consistent with clause 23.1.5.

23.1.5 **IOGTA** will grant to an employee personal leave without production of a medical certificate or other evidence, to the extent of five days/events in each full year of service, except that no more than three consecutive working days or events may be granted with pay.

23.1.6 An employee is entitled to take personal leave on an hourly basis for the purpose of e.g. going to a doctor etc. However the number of events for which this can occur will be limited to five and consistent with clause 23.1.5.

23.1.7 The grant of personal leave is conditional upon the production by the employee of a certificate of a medical practitioner or other evidence of the illness acceptable to the employer, after clause 23.1.6 has been exhausted.

23.1.8 By agreement with **IOGTA**, an employee may be entitled to use accumulated personal leave for the purpose of carer's leave where the current year's personal leave has been exhausted, or they may take unpaid leave.

23.1.9 **Notification of Personal Leave**: An employee shall notify the employer of their inability to attend work within one hour of their usual starting time or as soon as practicable on their first day of absence.

23.2 Immediate family or household

23.2.1 The entitlement to use personal leave for the purposes of carer's or bereavement leave is subject to the person concerned being either:

23.2.1(a) A member of the employee's immediate family; or

23.2.1(b) A member of the employee's household.

23.2.2 The term **immediate family** includes:

23.2.2(a) A spouse (including a former spouse, a de facto spouse and a former de facto spouse) of the employee. A de facto spouse, in relation to a person, means a person who lives with the first mentioned person as the partner of that person on a bona fide domestic basis; and

23.2.2(b) A child or an adult child (including an adopted child, a step-child or ex-nuptial child), parent, grandparent, grandchild or sibling of the employee or spouse of the employee.

24. BEREAVEMENT LEAVE / AIRFARE

24.1.1 An employee is entitled to three days paid leave per occasion if a member of the employee's immediate family or household dies or is critically ill. See Clause 23.2 for definition.

24.1.2 An employee is entitled to utilise personal leave if they wish to take a longer period of bereavement leave or unpaid leave if they have exhausted all personal leave including accumulated entitlements.

24.1.3 Proof of death/serious illness must be provided to the satisfaction of **IOGTA** if requested in writing.

24.2 Purpose of bereavement leave airfare

Bereavement leave airfares are provided to enable employees to travel off Island to attend funerals of family members or to attend to family members who are critically ill. The provision of this entitlement recognises the remoteness of Christmas Island and Cocos (Keeling) Islands and the likelihood of employees having close relatives living off the Islands. Bereavement leave airfare is not available to an employee employed on a casual basis.

24.3 Entitlement to bereavement leave airfare

A bereavement leave airfare may be available to an employee in the following circumstances:

24.3.1 Where a member of the employee's family dies or is critically ill;

24.3.2 Such member of the employee's family are off Island (whether permanently or temporarily);

24.3.3 The employee satisfies **IOGTA** of the death or critical illness of the family member; and

24.3.4 The employee is eligible for bereavement leave for a family member as defined below.

24.4 Family member for the purpose of bereavement leave airfare

A family member for the purpose of bereavement leave airfare is more limited than for the purpose of bereavement leave. A family member is either:

24.4.1 A spouse of the employee. This includes a de facto spouse of the employee. A de facto spouse means a person who lives with the employee as their partner on a bona fide basis; OR

24.4.2 A brother or sister of the employee; OR

24.4.3 A parent of either the employee or the employee's spouse; OR

24.4.4 A child of the employee. This includes an adopted child, a stepchild, an ex-nuptial child, a foster child, a ward or any other child that the employee or the employee's spouse has guardianship or primary responsibility for.

24.5 Use of airfare by a spouse

24.5.1 The employee may request that his/her spouse utilise the airfare entitlement instead in situations where the employee believes that it is appropriate to do so. For example, where it is the employee's spouse's parent who is critically ill or has died.

24.5.2 The employee should only be able to transfer this entitlement to his/her spouse where the spouse has no separate entitlement to a bereavement leave airfare through his/her own employment.

24.6 Frequency of use of bereavement leave airfare

24.6.1 A bereavement leave airfare is usually only available to an employee once in respect of a particular family member. This applies even if, in the first instance, the use of the airfare was transferred to the employee's spouse.

24.6.2 Where an employee is granted a bereavement leave airfare to attend to a family member who is critically ill, then the employee is not entitled to another airfare for the same family member who is critically ill again.

24.6.3 Where an employee requests a second airfare in relation to the same family member as the family member in the second instance has died, **IOGTA** will use its discretion to consider such matters on a case by case basis.

24.7 Bereavement leave airfare costs

24.7.1 **IOGTA** will pay the cost of a return airfare up to the value of a full economy return airfare between Christmas Island or Cocos (Keeling) Islands and Perth (as varied from time to time) irrespective of where the employee travels for the purpose of bereavement leave.

24.7.2 An employee can arrange for more than one family member to travel for bereavement or compassionate purposes provided that **IOGTA** will only pay for air travel up to the maximum value of one return airfare between Christmas Island or Cocos (Keeling) Islands and Perth

24.7.3 **IOGTA** will pay no other costs associated with the travel undertaken by the employee.

25. PARENTAL LEAVE

Parental Leave applies to any type of employee who is regularly engaged. This includes regularly engaged casual employees, trainees and apprentices.

Subject to the terms of this clause employees are entitled to maternity, paternity and/or adoption leave and to work part-time in connection with the birth or adoption of a child.

25.1 Definitions

25.1.1 For the purpose of this clause, child means a child of the employee under the age of one year except for adoption of a child where child means a person under the age of five years who is placed with the employee for the purposes of adoption, other than a child or step-child of the employee or of the spouse of the employee or a child

who has previously lived continuously with the employee for a period of six months or more.

25.1.2 Subject to clause 25.1.3, in this clause, spouse includes a de facto or former spouse.

25.1.3 In relation to clause 25.3, spouse includes a de facto spouse but does not include a former spouse.

25.2 Basic entitlement

25.2.1 After twelve months continuous service, parents are entitled to a combined total of 52 weeks parental leave on a shared basis in relation to the birth or adoption of their child. For female, maternity leave may be taken and for male, paternity leave may be taken. Adoption leave may be taken in the case of adoption.

25.2.2 Parental leave is available to only one parent at a time, except that both parents may simultaneously access the leave in the following circumstances:

25.2.2(a) For maternity and paternity leave, an unbroken period of one month at the time of the birth of the child;

25.2.2(b) For adoption leave, an unbroken period of up to one month at the time of placement of the child.

25.3 Maternity leave

25.3.1 Entitlement

An employee will be entitled to twelve weeks maternity leave on full pay and to a total period of absence of up to 52 weeks, the remainder unpaid, in respect of each confinement subject to satisfying the requirements of clause 25.2.1.

25.3.2 Notice

An employee will provide to the employer at least ten weeks in advance of the expected date of commencement of parental leave:

25.3.2(a) A certificate from a registered medical practitioner stating that she is pregnant and the expected date of confinement;

25.3.2(b) Written notification of the date on which she proposes to commence maternity leave, and the period of leave to be taken; and

25.3.2(c) A statutory declaration stating particulars of any period of paternity leave sought or taken by her spouse and that for the period of maternity leave she will not engage in any conduct inconsistent with her contract of employment.

25.3.3 Commencement and conclusion of leave

25.3.3(a) Subject to 25.3.2 and unless agreed otherwise between **IOGTA** and the employee, an employee may commence parental leave at any time within six weeks immediately prior to the expected date of the birth.

25.3.3(b) Where an employee continues to work within the six week period immediately prior to the expected date of birth, or where the employee elects to return to work within six weeks after the birth of the child, **IOGTA** may require the employee to provide a medical certificate stating that she is fit to work on her normal duties.

25.3.3(c) Where the pregnancy of an employee terminates after 27 weeks and the employee has not commenced maternity leave, the employee may take special maternity leave of such period as a registered medical practitioner certifies as necessary, except that where an employee is suffering from an illness not related to the direct consequences of the birth, an employee may be entitled to paid sick leave in lieu of, or in addition to, special maternity leave.

25.3.3(d) Where leave is granted under 25.3.3(c), during the period of leave an employee may return to work at any time, as agreed between **IOGTA** and the employee provided that time does not exceed four weeks from the recommencement date desired by the employee.

25.4 Paternity leave

25.4.1 Entitlement

An employee will be entitled to up to 52 weeks unpaid leave in respect to the birth of their child.

25.4.2 Notice

An employee will provide to the employer at least ten weeks in advance of the expected date of commencement of parental leave:

25.4.2(a) A certificate from a registered medical practitioner which names his spouse, states that she is pregnant and the

expected date of confinement, or states the date on which the birth took place;

25.4.2(b) Written notification of the date on which he proposes to start and finish the period of paternity leave; and

25.4.2(c) A statutory declaration stating that he will take the period of paternity leave to become the primary caregiver of a child, providing particulars of any period of paternity leave sought or taken by his spouse and that for the period of paternity leave he will not engage in any conduct inconsistent with his contract of employment.

25.5 Adoption leave

25.5.1 Entitlement

An employee will be entitled to up to 52 weeks unpaid leave in respect to the adoption of a child.

25.5.2 Notice

The employee will notify the employer at least ten weeks in advance of the date of commencement of adoption leave and the period of leave to be taken. An employee may commence adoption leave prior to providing such notice, where through circumstances beyond the control of the employee, the adoption of a child takes place earlier.

Before commencing adoption leave, an employee will provide the employer with a statutory declaration stating:

25.5.2(a) The employee is seeking adoption leave to become the primary caregiver of the child;

25.5.2(b) Particulars of any period of adoption leave sought or taken by the employee's spouse; and

25.5.2(c) That for the period of adoption leave the employee will not engage in any conduct inconsistent with their contract of employment.

25.5.2(d) **IOGTA** may also require an employee to provide confirmation from the appropriate government authority of the placement

25.5.3 Where the placement of child for adoption with an employee does not proceed or continue, the employee will notify the employer immediately and the employer will nominate a time not exceeding

four weeks from receipt of notification for the employee's return to work.

25.6 Variation of period of parental leave

Unless agreed otherwise between the employer and employee, an employee may apply to their employer to change the period of parental leave on one occasion. Any such change to be notified at least four weeks prior to the commencement of the changed arrangements.

25.7 Parental leave and other entitlements

An employee may in lieu of or in conjunction with parental leave, access other paid leave entitlements which they have accrued, such as annual leave or long service leave, subject to the total amount of leave not exceeding 52 weeks.

25.8 Transfer to a safe job

25.8.1 Where an employee is pregnant and, in the opinion of a registered medical practitioner, illness or risks arising out of the pregnancy or hazards connected with the work assigned to the employee make it inadvisable for the employee to continue at her present work, the employee will, if the employer deems it practicable, be transferred to a safe job at the rate and on the conditions attaching to that job until the commencement of maternity leave.

25.8.2 If the transfer to a safe job is not practicable, the employee may elect, or the employer may require the employee, to commence parental leave.

25.9 Returning to work after a period of parental leave

25.9.1 An employee will notify of their intention to return to work after a period of parental leave at least four weeks prior to the expiration of the leave.

25.9.2 An employee will be entitled to the position that they held immediately before proceeding on parental leave. In the case of an employee transferred to a safe job pursuant to Clause 25.8, the employee will be entitled to return to the position they held immediately before such transfer.

25.9.3 Where such position no longer exists but there are other positions available which the employee is qualified for and is capable of performing, the employee will be entitled to a position as nearly comparable in status and pay to that of their former position.

25.10 Replacement employees

25.10.1 Replacement employee is an employee specifically engaged or temporarily promoted or transferred, as a result of an employee proceeding on parental leave.

25.10.2 Replacement employee will be informed of the temporary nature of the employment and of the rights of the employee who is being replaced.

26. LONG SERVICE LEAVE

26.1 Entitlement

An employee who has been employed on a permanent or fixed term basis is entitled to nine weeks paid long service leave for each seven-year period of continuous service. Subject to this clause, an employee may be entitled to pro-rata long service leave on termination.

26.2 Continuous service

For the purpose of calculating continuous service:

26.2.1 Service includes absence on annual leave, personal leave, long service leave, and paid maternity leave but does not include any period of unpaid leave.

26.2.2 Continuity of service will not be broken by any break in service for a period of one year or less or any period in excess of one year for which the employer has approved unpaid leave. However the period of such break in service will not count as service for the purposes of this clause.

26.3 Entitlement on termination

An employee may be paid in lieu of unused long service leave accrued under Clause 25.1 on termination of the employment, subject to the following:

26.3.1 Where the employee has had at least seven years' service with **IOGTA**, any unused portion of that entitlement plus pro-rata payment for the time worked towards their second or subsequent entitlement.

26.3.2 Where an employee has had less than seven years' service with **IOGTA**, pro-rata payment shall be payable if the employee has had at least five years' service with **IOGTA**.

26.3.3 Where an employee is terminated for reasons of redundancy, pro-rata payment shall be payable if the employee has had at least three years' service with **IOGTA**.

26.3.4 Where an employee dies, **IOGTA** will pay to the dependents of the employee any entitlement due in accordance with this clause at the time of the death of the employee.

26.4 Taking long service leave

26.4.1 An employee can take their long service leave in any of the following ways:

26.4.1(a) As nine weeks leave in one continuous period provided that, with the agreement of **IOGTA** the leave can be taken in up to three separate periods.

26.4.1(b) Where **IOGTA** agrees, as 18 weeks leave on half pay. In this circumstance only nine weeks count for service towards the next entitlement to long service leave.

26.4.1(c) Where **IOGTA** agrees, as 4.5 weeks on double pay.

26.4.2 Where an employee wants to take their leave, they are ordinarily required to give **IOGTA** two months' notice.

26.4.3 Long Service Leave may be taken when it falls due or at a later time. The rate of pay to be paid when leave it taken shall be the rate applying at the time the Long Service Leave is taken, including any increases that may fall due during the period of long service leave.

26.5 Payment for long service leave

26.5.1 Full-time employees are paid the ordinary rate for their classification for the weeks they are on long service leave.

26.5.2 Part-time employees are paid the ordinary rate for their classification for the weeks they are on long service leave, for the number of hours per week they worked on average in the year preceding the time at which they became eligible for long service leave.

26.5.3 Any public holidays that fall within the period of long service leave are counted as forming part of the long service leave. In other words, an employee does not get paid for the public holiday additional to the payment for long service leave.

26.5.4 Full payment for long service leave will be made prior to the employee commencing their leave, unless the employee and

IOGTA agree to periodic payments. If the full amount is not paid because there is to be an increase to the ordinary rate of pay during that leave, then this additional amount will be paid no later than the first pay period after the employee returns to work.

PART 7 – MOTOR VEHICLE AND TRAVELLING EXPENSES

27. MOTOR VEHICLE EXPENSES

27.1 Where an employee is authorised to use a private motor vehicle owned or hired by that employee for official purposes, or permission is granted for an employee to use the private motor vehicle for a specific journey or purpose the employee will be paid the appropriate allowance in accordance with the Australian Taxation Office prevailing rates for motor vehicle allowance.

28. ACCOMMODATION AND TRAVELLING EXPENSES

28.1 An allowance in respect of accommodation, meal(s) and incidental expenses will be payable to an employee who undertakes travel on official business and is required to be absent overnight.

28.2 Travelling allowances are in addition to the cost of conveyance which shall be paid by IOGTA or the relevant government department responsible for apprentices and trainees airfares.

28.3 Rates of travelling allowance

28.3.1 An employee who is required to be absent overnight from the employee's usual place of work on official business will be paid the appropriate rate of allowance, prior to undertaking the travel.

28.3.2

"SCHEDULE – Rates of Travel Allowance"

Accommodation	Breakfast	Lunch	Dinner	Incidentals
$149.35 per night	$22.80	$25.60	$44.00	$17.20

Where an employee chooses to stay in private accommodation the accommodation allowance shall be paid at the rate of $51.50 per night.

The amounts in this schedule shall be increased each year on 1 July by the same percentage as is applied to the average annual increase in wage rates. Six months before the expiry date of this agreement a review of rates will be conducted to ensure the rates of travel allowances are not less than those paid by government agencies that engage labour on Christmas Island.

28.3.3 A travel allowance application form will need to be completed and authorised.

28.3.4 Travel from the airport to accommodation and return can be by taxi or any other means and will be reimbursed on presentation of receipts upon return.

28.3.5 Travel from accommodation to workplace and return is to be paid as travel allowance in advance at the rate payable for an unlimited day pass on the bus & train in Perth or other applicable city.

If public transport is not available, alternative transport arrangements are to be agreed by IOGTA and the employee.

PART 8 - STAFF DEVELOPMENT, TRAINING AND RELATED MATTERS

29. STAFF DEVELOPMENT/PERFORMANCE REVIEW

29.1 An annual staff development/performance review will apply to each continuing employee. This does not apply to apprentices, trainees and casual labour hire employees. It will be confidential and, without limiting the scope, it is intended to identify:

29.1.1 The new or enhanced skills required by **IOGTA**, if any, together with proposed competency levels required where appropriate;

29.1.2 Any development and expansion anticipated by **IOGTA** for the employee in his/her classified position both in the short term and the longer term;

29.1.3 The current training needs to be undertaken to meet **IOGTA** and employee objectives in both the short and long term;

29.1.4 Career development;

29.1.5 The performance objectives required;

29.1.6 Current performance, including for the purpose of assessing any available incremental progression;

29.1.7 Any adjustments or changes required to the employee's job description; and

29.1.8 Any request for reclassification.

29.2 No employee will be compelled to undertake training as an outcome of this review.

29.3 **Disciplinary Measures**: The parties agree to negotiate policies and procedures in relation to conduct and work performances to be included in the next agreement.

30. TRAINING

30.1 The parties to this agreement recognise that in order to increase the efficiency and performance of the services provided by **IOGTA** and for the long term benefit of **IOGTA** staff a greater commitment to training and skill development is required. Accordingly, the parties commit themselves to:

30.1.1 Developing a more highly skilled and flexible workforce;

30.1.2 Providing employees with career opportunities through appropriate training to acquire additional skills; and

30.1.3 Removing barriers to the utilisation of skills required.

30.2 Through the staff development/performance review process, training and skill development plans for each employee will be developed. In the development of these training and skill development plans, the following will be taken into account:

30.2.1 The current and future skill needs of **IOGTA**.

30.2.2 The scope and nature of the services provided by **IOGTA**.

30.2.3 The need to develop skills relevant to the services offered by **IOGTA** delivered through accredited educational institutions and providers.

30.2.4 The vocational interests of the employee and their preparedness to undertake training and/or any potential barriers to their participation in training and skills development.

30.2.5 The need to provide relevant on the job training to support the practical application of new skills in the workplace.

30.2.6 Relevant training and skill development methods including work experience, work exchanges, mentoring and ongoing access to specialist or tailored advice, refresher courses etc.

30.2.7 Where possible **IOGTA** will encourage and assist employees to gain experience and skills across **IOGTA's** operations.

30.2.8 The need to ensure that the relevant skills of staff at **IOGTA** are current and transferable.

30.3 Training courses

Where there is agreement for an employee or group of employees to attend training the following will apply. This clause does not apply to apprentices, trainees and school based trainees, where a different set of training arrangements apply.

30.3.1 **IOGTA** will pay all costs associated with the training including course fees, course materials and any travel expenses (where required).

30.3.2 For all training attended by an employee, he/she will be paid their ordinary salary for that time.

30.3.3 Where training is undertaken outside the employee's ordinary hours, the employee will be provided with an equal amount of time off within ordinary hours.

30.3.4 The attendance of an employee at such training will be subject to the ability of **IOGTA** to adequately cover operational requirements for the duration of the training course.

30.4 Study/Education courses

This clause is applicable to continuing employees only. Where a continuing employee decides he or she wants to pursue a course of study or further education, apart from those needs already identified in the performance review process described in clause 29, **IOGTA** may grant the employee study or education leave and other assistance, subject to the following:

30.4.1 The course to be taken has some relevance to the services provided by or is considered to be of potential benefit to the community.

30.4.2 **IOGTA** being able to release the employees concerned from duty without unduly affecting the normal operations.

30.4.3 Employees seeking educational leave in accordance with this clause will make a written application to the General Manager for approval. No more than 100 hours of unpaid education leave will be granted in any one year. Approval is subject to operational constraints.

30.4.4 An employee granted permission to pursue the course of study training requested by the employee, may have course fees reimbursed for those units relevant to the services offered by **IOGTA** subject to the following conditions:

30.4.4(a) Approval is sought and given by the General Manager before the course is commenced.

30.4.4(b) Reimbursement of course fees will only be made for applicable units relevant to the services offered by **IOGTA** and to the employees area of work. The amount reimbursed is subject to the employees attending 90% of the course and participation in any assessment that is required.

30.4.4(c) Any reimbursement of course fees is limited to $1000 per unit up to a total of $2000 per employee/financial year. The maximum amount for all reimbursements shall not exceed the amount determined and budgeted annually by **IOGTA.**

30.5 Other training

IOGTA acknowledges that some employees are engaged in community service activities that require them to attend training from time to time in ordinary working hours (eg Fire Brigade). **IOGTA** will grant employees training leave to attend such courses, subject to the following:

30.5.1 **IOGTA** is able to release the employees concerned from duty without unduly affecting the normal operations.

30.5.2 At least one week's notice is given.

30.5.3 No course or materials costs will be paid.

31 LEAVE FOR COMMUNITY OR OTHER SERVICE

An employee who is a member of a community or other service organisation including, but not limited to, the Community Consultative Committee or other committee, Councillor of the Shire of Christmas Island or the Shire of Cocos (Keeling) Islands, Fire and Emergency Services, Sea Rescue, School Council, Islamic Council, Chinese Literary Association, Christmas Island or Cocos (Keeling) Islands Women's Associations, shall be entitled to up to four hours paid leave from rostered or ordinary hours duty per month averaged over each 12 month period, and any additional period granted by the employer, to attend to duties and meetings associated with the membership of such organisations, and any period of agreed unpaid leave for Defence Reserve leave or service with the Australian Federal Police, Australian Customs or Australian Quarantine Service for which the employee is remunerated by the service or organisation.

32 REMUNERATION PACKAGING

In addition to clause 18.8, **IOGTA** will make available and offer to continuing employees, fixed term employees (with a term of employment of more than six months), apprentices and trainees remuneration packaging in accordance with this Enterprise Agreement and consistent with Australian Taxation law/rules.

An employee wishing to enter into a remuneration packaging agreement with **IOGTA** is solely responsible for assessing whether such arrangement is advantageous to them.

In addition to clause 18,8, **IOGTA** will offer the following benefits that can be included in a remuneration packaging salary sacrifice arrangement (as defined by the Australian Tax Office):

IOGTA will not agree to any salary packaging proposal under this clause if there is a Fringe Benefits Tax implication for IOGTA. Furthermore IOGTA reserves the right to seek reimbursement for any amounts payable by **IOGTA** as FBT as a result of remuneration packaging for an employee that becomes subject to Fringe Benefits Tax.

33 PROTECTIVE CLOTHING & PROTECTIVE EQUIPMENT

33.1 IOGTA will provide protective clothing and personal safety equipment to employees as required to meet its obligations under OH&S laws and regulations. Work clothing for field-based staff is considered to be protective clothing. Protective clothing and equipment includes but is not limited to trousers, shorts, long and short sleeved shirts, overalls, coveralls, safety boots, raincoats, safety glasses, gloves, masks, hats and harnesses. Employees are required to wear the clothing and equipment as directed to meet their obligations under OH&S laws and regulations.

33.2 Office based employees required to work in the field from time to time will be provided with the appropriate protective clothing and equipment to perform this work.

33.3 Clothing and equipment will be replaced on a fair wear and tear basis. Employees are expected to take all reasonable care with clothing and equipment issued to them. Clothing and equipment (other than trousers, shorts, shirts and/or overalls) will be replaced on presentation of the worn out items.

33.4 Protective clothing and equipment issued by IOGTA is not to be worn for other than work purposes. Clothing and equipment not worn on a daily basis will be stored in the employees' locker.

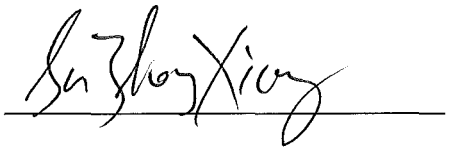
33.5 Each year IOGTA will ascertain clothing requirements for each permanent employee for bulk purchasing purposes. The quantities and appropriate types of clothing for each employee will be agreed between the employee and their Manager/supervisor, depending on the type of work performed.

33.6 Permanent employees will be issued with two pairs of standard safety boots when they commence employment. Thereafter, boots will be replaced on a fair wear and tear basis. The Manager, depending on the type of work performed, will determine what constitutes "standard" safety boots.

33.7 Casual field based employees will be issued with appropriate protective clothing and equipment to safely perform their work. At the conclusion of their employment the employee will present the clothing and equipment to the employer for determination as to whether the items are to be returned or not. Where work clothing or safety boots are issued and retained, casual employees will be expected to bring them back to IOGTA for re-use if they are re-engaged within a 12 month period.

34 SIGNATORIES

Signed for and on behalf of Indian Ocean Group Training Association



Zhong Xiong SU
Chairperson
IOGTA

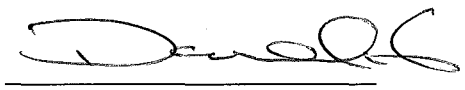
.....
CHRISTMAS ISLAND 6798

In the presence of DANIEL BECKER
Name Signature

Dated: 7.5.2015

Signed for and on behalf of Union of Christmas Island Workers, Bargaining representative

Gordon Thomson
General Secretary UCIW
61 Poon Saan Road, Poon Saan
CHRISTMAS ISLAND 6798

In the presence of DANIEL BECKER 
Name Signature

Dated: 7.5.2015

Schedule 2.3—Model consultation term

(regulation 2.09)

Model consultation term

(1) This term applies if the employer:

(a) has made a definite decision to introduce a major change to production, program, organisation, structure or technology in relation to its enterprise that is likely to have a significant effect on the employees; or

(b) proposes to introduce a change to the regular roster or ordinary hours of work of employees.

Major change

(2) For a major change referred to in paragraph (1)(a):

(a) the employer must notify the relevant employees of the decision to introduce the major change; and

(b) subclauses (3) to (9) apply.

(3) The relevant employees may appoint a representative for the purposes of the procedures in this term.

(4) If:

(a) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and

(b) the employee or employees advise the employer of the identity of the representative;

the employer must recognise the representative.

(5) As soon as practicable after making its decision, the employer must:

(a) discuss with the relevant employees:

(i) the introduction of the change; and

(ii) the effect the change is likely to have on the employees; and

(iii) measures the employer is taking to avert or mitigate the adverse effect of the change on the employees; and

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(b) for the purposes of the discussion—provide, in writing, to the relevant employees:

(i) all relevant information about the change including the nature of the change proposed; and

(ii) information about the expected effects of the change on the employees; and

(iii) any other matters likely to affect the employees.

(6) However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.

(7) The employer must give prompt and genuine consideration to matters raised about the major change by the relevant employees.

(8) If a term in this agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the employer, the requirements set out in paragraph (2)(a) and subclauses (3) and (5) are taken not to apply.

(9) In this term, a major change is ***likely to have a significant effect on employees*** if it results in:

(a) the termination of the employment of employees; or

(b) major change to the composition, operation or size of the employer's workforce or to the skills required of employees; or

(c) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or

(d) the alteration of hours of work; or

(e) the need to retrain employees; or

(f) the need to relocate employees to another workplace; or

(g) the restructuring of jobs.

Change to regular roster or ordinary hours of work

(10) For a change referred to in paragraph (1)(b):

(a) the employer must notify the relevant employees of the proposed change; and

(b) subclauses (11) to (15) apply.

(11) The relevant employees may appoint a representative for the purposes of the procedures in this term.

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(12) If:

(a) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and

(b) the employee or employees advise the employer of the identity of the representative;

the employer must recognise the representative.

(13) As soon as practicable after proposing to introduce the change, the employer must:

(a) discuss with the relevant employees the introduction of the change; and

(b) for the purposes of the discussion—provide to the relevant employees:

(i) all relevant information about the change, including the nature of the change; and

(ii) information about what the employer reasonably believes will be the effects of the change on the employees; and

(iii) information about any other matters that the employer reasonably believes are likely to affect the employees; and

(c) invite the relevant employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).

(14) However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.

(15) The employer must give prompt and genuine consideration to matters raised about the change by the relevant employees.

(16) In this term:

relevant employees means the employees who may be affected by a change referred to in subclause (1).

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Schedule 2.2—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:

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(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.

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