



DECISION

Fair Work Act 2009
s.185—Enterprise agreement

Robert Davidson
(AG2017/3735)

COUNCILBIZ ENTERPRISE AGREEMENT 2017

Northern Territory

DEPUTY PRESIDENT KOVACIC

CANBERRA, 6 DECEMBER 2017

Application for approval of the CouncilBIZ Enterprise Agreement 2017.

[1] An application has been made for approval of an enterprise agreement known as the *CouncilBIZ Enterprise Agreement 2017* (the Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (the Act). It has been made by Robert Davidson. The Agreement is a single enterprise agreement.

[2] Subject to concerns that have been addressed by way of undertakings, I am satisfied that each of the requirements of ss.186, 187 and 188 of the Act as are relevant to this application for approval have been met.

[3] As noted, pursuant to s.190(3), I have accepted undertakings from CouncilBIZ. In accordance with s.191(1) of the Act the undertakings are taken to be a term of the Agreement. A copy of the undertakings are attached to this decision.

[4] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 13 December 2017. The nominal expiry date of the Agreement is 6 December 2021.



Printed by authority of the Commonwealth Government Printer

<Price code G, AE426394 PR598435>

Annexure A

CouncilBIZ Enterprise Agreement 2017 - Undertaking

CouncilBIZ makes the following undertaking in relation to the *CouncilBIZ Enterprise Agreement 2017*:

Casual employees will be entitled to unpaid compassionate leave in accordance with the National Employment Standards.



Michael Freeman
General Manager

4 December 2017

CouncilBIZ Enterprise Agreement 2017

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.

Contents

- Part A. About the Agreement.....4
 - 1 Title4
 - 2 Commencement and Nominal Expiry Date4
 - 3 Coverage and Application of the Agreement4
 - 4 Agreement Objectives.....4
 - 5 Delegations.....4
- Part B. Employment.....5
 - 6 Continuing and Temporary Employees5
 - 7 Part-time Employees.....5
 - 8 Casual Employees5
- Part C. Flexibility.....6
 - 9 Flexibility Arrangements.....6
- Part D. Remuneration8
 - 11 Classification structure8
 - 12 Base rates of pay8
 - 13 Pay increases.....8
 - 14 Annualised Salaries9
 - 15 Higher Duties9
 - 16 Superannuation.....9
 - 17 Salary Packaging.....9
 - 18 Traineeships.....10
- Part E. Allowances.....11
 - 20 Additional Responsibilities Allowance.....11
 - 21 Overtime Meal Allowance11
 - 22 Motor Vehicle Allowance12
 - 23 Travel Expenses.....12
- Part F. Working Hours13
 - 24 General13
 - 25 Ordinary Hours.....13
 - 26 Rest Breaks13



[Handwritten signature]

27 Penalty Payments.....13

28 Overtime.....13

Part G. Employee Development15

29 Performance Management.....15

30 Study Leave.....15

Part H. Leave17

32 General17

33 Annual Leave.....17

34 Personal Leave18

35 Unpaid Carer’s Leave.....18

36 Compassionate Leave.....18

37 Long Service Leave18

38 Parental Leave.....19

39 Special Leave.....19

40 Public Holidays.....20

Part I. Termination of Employment.....21

42 Termination and Required Period of Notice.....21

43 Suspension from Duty21

44 Redundancy21

44.1 Redundancy21

Part J. Consultation and Dispute Resolution.....23

46 Consultation.....23

47 Disputes Resolution Procedure.....25

Part K. Definitions.....26

Appendix 1 – Base Rates of Pay28



[Handwritten signature]

PART A. About the Agreement

1 Title

1.1 The title of this Agreement is *CouncilBIZ Enterprise Agreement 2017*.

2 Commencement and Nominal Expiry Date

2.1 The Agreement commences seven days after approval by the Fair Work Commission. This date is the Commencement Date.

2.2 The Nominal Expiry Date of the Agreement is four years after the Commencement Date.

3 Coverage and Application of the Agreement

3.1 The Agreement covers and applies to:

- (a) CouncilBIZ; and
- (b) all employees of CouncilBIZ other than the General Manager and Senior Managers.

4 Agreement Objectives

4.1 The objectives of the Agreement are to:

- (a) create a high performance, high trust organisation through a genuine partnership between management, employees and the community;
- (b) provide the highest quality services to the CouncilBIZ community and internal customers; and
- (c) develop a workplace culture that is conducive and open to change and matched by a commitment to continuous improvement by all employees.

5 Delegations

5.1 The General Manager may delegate in writing any powers or authorities under this Agreement to another employee.

A handwritten signature in black ink, located in the bottom right corner of the page.

PART B. Employment

6 Continuing and Temporary Employees

- 6.1 A continuing employee is one whose employment is not subject to a maximum period of time or the duration of a specific project or program.
- 6.2 A temporary employee is one who is employed for a maximum period of time or for the duration of a specific project of program.

7 Part-time Employees

- 7.1 A part-time employee is an employee who works an average of less than 38 ordinary hours per week.
- 7.2 Remuneration and other conditions, including leave, will be calculated on a pro rata basis. Expense related allowances and reimbursements will be paid at the same rate for part-time and full-time Employees.
- 7.3 CouncilBIZ and an employee may vary the agreed ordinary hours of work.
- 7.4 A part-time employee may agree to work up to 38 ordinary hours in any week at the employee's normal hourly rate of pay provided the agreement is entered into without duress, in writing and stipulates that the hours are to be paid at the employee's normal hourly rate of pay.

8 Casual Employees

- 8.1 A casual employee is an employee who is engaged and paid as a casual employee but does not include a continuing or temporary employee.
- 8.2 Casual employees shall be paid a 25% loading in addition to the base rate of pay for the classification of work performed in addition to any other penalty payment for the hours of work performed.
- 8.3 Casual employees are not entitled to paid leave or payment for public holidays on which the employee is not required to work.

10
[Handwritten signature]

PART C. Flexibility

9 Flexibility Arrangements

- 9.1 CouncilBIZ and an employee covered by this Agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the agreement if:
- (a) the arrangement deals with one 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 CouncilBIZ and the employee in relation to one or more of the matters mentioned in subclause (a); and
 - (c) the arrangement is genuinely agreed to by CouncilBIZ and the employee.
- 9.2 CouncilBIZ must ensure that the terms of the individual flexibility arrangement:
- (a) are about permitted matters under section 172 of the Fair Work Act; and
 - (b) are not unlawful terms under section 194 of the Fair Work Act; and
 - (c) result in the employee being better off overall than the employee would be if no arrangement was made.
- 9.3 CouncilBIZ must ensure that the individual flexibility arrangement:
- (a) is in writing; and
 - (b) includes the name of CouncilBIZ and the employee; and
 - (c) is signed by CouncilBIZ and the employee and if the employee is under 18 years of age, signed by a parent or guardian of the employee; and
 - (d) includes details of:
 - (i) the terms of this 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.
- 9.4 CouncilBIZ must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.

Handwritten signature

9.5 CouncilBIZ or the 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 CouncilBIZ and the employee agree in writing — at any time.



PART D. Remuneration

11 Classification structure

11.1 The classification structure is comprised of three streams:

- (a) Technical Stream;
- (b) Business Support Stream;
- (c) Administrative Stream.

11.2 The classification levels in the Technical Stream are:

- (a) Technical Support Officer;
- (b) Technical Officer; and
- (c) Senior Technical Officer.

11.3 The classification levels in the Business Support Stream are:

- (a) Business Support Officer; and
- (b) Senior Business Support Officer.

11.4 The classification levels in the Administrative Stream are:

- (a) Administrative/Finance Officer; and
- (b) Senior Administrative/Finance Officer.

12 Base rates of pay

12.1 The base rates of pay are set out in Appendix 1. The base rates of pay represent the minimum rate of pay for each classification level.

12.2 Employees engaged by CouncilBIZ after the Commencement Date may be paid at 90 per cent of the base rates of pay in Appendix 1 for the first six months of employment.

12.3 No employee will have a reduction in base rate of pay as a result of this Agreement.

13 Pay increases

13.1 The base rates of pay and employees actual rates of pay will increase by:

- (a) 1.5 per cent from 1 July 2018;
- (b) 1.5 per cent from 1 July 2019;
- (c) 1.5 per cent from 1 July 2020; and
- (d) 1.5 per cent from 1 July 2021.



14 Annualised Salaries

- 14.1 CouncilBIZ and an employee may agree in writing to an annualised salary arrangement.
- 14.2 Where an annualised salary arrangement is in place, the annualised salary will be in lieu of entitlements to overtime and penalty payments that would otherwise be payable under this Agreement.
- 14.3 CouncilBIZ or the employee covered by an annualised salary arrangement may cancel the arrangement by providing four weeks of notice.
- 14.4 Any annualised salary arrangements in place at the Commencement Date will be reviewed within four weeks of the Commencement Date.
- 14.5 Employees may seek to be covered by an annualised salary arrangement within four weeks of the Commencement Date.
- 14.6 An annualised salary arrangement must result in the employee being paid at least 10 per cent more than the employee would be paid under the Award.

15 Higher Duties

- 15.1 Where an employee is required by CouncilBIZ to temporarily perform the duties of a higher level position for a continuous period of at least two weeks, the employee will be entitled to payment at the applicable base rate of pay.
- 15.2 Where the employee has less than six months experience at the higher level, the applicable base rate of pay will be 90 per cent of the base rates of pay set out in Appendix 1.

16 Superannuation

- 16.1 CouncilBIZ will make superannuation contributions in accordance with applicable legislation, currently 9.5 per cent.
- 16.2 Where permitted by legislation, an Employee may nominate a superannuation fund of his or her choice.
- 16.3 The default fund is Statewide Super.
- 16.4 Employees may elect to salary sacrifice additional superannuation contributions. Where this is the case, the employee's salary for superannuation, redundancy and termination purposes will be determined as if the employee had not entered into the salary sacrifice arrangements.

17 Salary Packaging

- 17.1 Employees may, by written agreement with CouncilBIZ, enter into a salary packaging arrangement. Any arrangement must comply with relevant taxation laws and CouncilBIZ will not be liable for any additional costs attributable to the arrangement.

A handwritten signature in black ink, located in the bottom right corner of the page.

18 Traineeships

- 18.1 CouncilBIZ may engage an Employee as a Trainee on a Traineeship registered with the relevant Territory Training Authority.
- 18.2 The rate of pay for a Trainee will be the same as the rates of pay set out in Schedule E of the Local Government Industry Award.
- 18.3 The conditions of a traineeship will be in accordance with this Agreement except where this is inconsistent with the requirements of the relevant Territory training authority.

PART E. Allowances

20 Additional Responsibilities Allowance

- 20.1 An Additional Responsibilities Allowance of \$13.00 per week will be paid to employees with one or more of the following roles:
- (a) First Aid Officer;
 - (b) Fire Warden; and/or
 - (c) Health and Safety Officer.
- 20.2 To be eligible for the payment as a First Aid Officer, the employee must hold current first aid qualifications from St. John Ambulance or a similar body and be appointed by CouncilBIZ as the First Aid Officer.
- 20.3 To be eligible for the payment as a Fire Warden, the employee must have successfully completed relevant training for the Fire Warden role and be appointed by CouncilBIZ as the Fire Warden.
- 20.4 To be eligible for the payment as a Health and Safety Officer, the employee must have satisfied the relevant requirements to be a Health and Safety Officer as set out in the Work Health and Safety Act and have successfully completed the relevant Health and Safety Officer training.
- 20.5 The costs of any training associated with any of the roles covered by this Section will be paid or reimbursed by CouncilBIZ, including the cost of any textbooks or materials that are required to be purchased.
- 20.6 If an employee reasonably believes he or she should be trained in the provision of First Aid for safety reasons, CouncilBIZ will pay or reimburse the costs of the training. Where the employee's employment terminates within 12 months of being trained the employee will reimburse CouncilBIZ the costs of providing the training.

21 Overtime Meal Allowance

- 21.1 Employees who work more than two hours overtime and have been on duty for at least 10 hours are entitled to a meal allowance of \$14.98.
- 21.2 Where CouncilBIZ requires an employee to continue working for a further four hours of continuous overtime work, the employee will be paid an additional meal allowance of \$14.98.
- 21.3 An overtime meal allowance will not be paid where:
- (a) the employee has been notified at least 24 hours in advance of the requirement to work overtime; or
 - (b) where a meal is provided by CouncilBIZ.

22 Motor Vehicle Allowance

- 22.1 Where CouncilBIZ requires an employee to use the employee's own vehicle in, or in connection with, the performance of the employee's duties, the employee will be paid a Motor Vehicle Allowance for each kilometre of authorised travel at the rate set by the Australian Taxation Office using the cents per kilometre method.
- 22.2 Where an employee elects to use the employee's own vehicle for travel that would otherwise be undertaken by commercial transport, and CouncilBIZ agrees to this arrangement, the employee will be paid the lesser of the motor vehicle allowance for the travel or the cost that would have been incurred using commercial transport.

23 Travel Expenses

- 23.1 CouncilBIZ will pay or reimburse reasonable expenses incurred by an employee while undertaking approved work-related travel for CouncilBIZ. CouncilBIZ may elect to pay an allowance instead of paying or reimbursing all or some of the reasonable expenses incurred by an employee. Where this is the case the allowance will be at the rates set by the Australian Taxation Office as reasonable amounts for travel expenses.

PART F. Working Hours

24 General

24.1 Nothing in this clause restricts the rights of CouncilBIZ to determine the days of the week and times an employee is required to work the employee's ordinary hours, subject to any requirements set out in this Agreement or in the Fair Work Act.

25 Ordinary Hours

25.1 The full-time ordinary hours are an average of 38 hours per week over a four week period.

25.2 The part-time ordinary hours for an employee are specified in the employee's part-time work agreement.

25.3 The span of hours during which ordinary hours may be worked without a penalty payment is 6.00 am to 6.00 pm, Monday to Friday.

25.4 The maximum ordinary hours on any day are 10 hours.

26 Rest Breaks

26.1 An employee who works more than 5 hours on any day will be provided with an unpaid meal break of between 30 minutes and one hour. The timing and length of the meal break shall be as determined by CouncilBIZ, subject to consideration of any specific requests by an employee.

26.2 Paid tea breaks of 10 minutes will be provided to employees as follows:

- (a) for employees who work up to 5 hours on any day, one 10 minute tea break;
- (b) for employees who work more than 5 hours on any day, two 10 minute tea breaks.

27 Penalty Payments

27.1 Where an employee is required by CouncilBIZ to and works ordinary hours that are outside the span of hours on a weekday, the employee will be paid an additional 20 per cent for those hours.

27.2 Any time required and worked on a weekend or public holiday is covered by the overtime provisions.

28 Overtime

28.1 An employee may be required by CouncilBIZ to work a reasonable amount of overtime.

28.2 Any overtime must be approved in advance by CouncilBIZ.

28.3 Overtime will be paid at the rate of:

- (a) time and a quarter for the first two hours and time and a half thereafter for overtime worked Monday to Friday and up to 12.00 midday Saturday;



(b) time and a half for overtime worked after 12.00 midday Saturday or on a Sunday;

(c) double time for overtime worked on a public holiday.

28.4 An employee and CouncilBIZ may agree to the employee taking time in lieu of overtime on an hour for hour basis (that is, without the overtime penalty applied). The time in lieu must be taken within four weeks of the overtime being worked unless the employee and CouncilBIZ agree on a longer timeframe.



PART G. Employee Development

29 Performance Management

- 29.1 Each employee will be subject to an annual staff development/performance review.
- 29.2 The annual staff development/performance review is intended to identify:
- (a) competency levels required of the employee including any new or enhanced skills the employee requires to be successful in the employee's role;
 - (b) any changes to the employee's role and expectations anticipated by CouncilBIZ for the following year;
 - (c) development activities to be undertaken to assist the employee to be successful in the employee's role;
 - (d) career development;
 - (e) performance objectives for the employee; and
 - (f) the employee's level of performance over the previous year.

30 Study Leave

- 30.1 Employees are entitled to five days paid study leave per financial year to be used at any registered training organisation, subject to the study advancing the employee professionally and CouncilBIZ considers that the study will be relevant to the employee's role at CouncilBIZ.

[Handwritten signature]



PART H. Leave

32 General

- 32.1 The leave arrangements set out in this Part do not apply to casual employees except as specified.
- 32.2 All leave arrangements are specified for full-time employees. Part-time employees are entitled to a pro rata amount of the leave provided for full-time employees.
- 32.3 Where a public holiday occurs within a period of paid leave, other than long service leave, the day will be treated as a public holiday and the employee will not have any accrued leave deducted for that day.
- 32.4 Where the provisions in this Part are less beneficial to an employee than the National Employment Standards, the National Employment Standards will prevail.

33 Annual Leave

- 33.1 Employees are entitled to 228 hours of annual leave per year accrued progressively.
- 33.2 An employee and CouncilBIZ may agree to an Employee request to cash out up to 76 hours of annual leave in any 12 month period, subject to:
- (a) the employee having at least 152 hours of annual leave remaining after the cashing out;
 - (b) each cashing out of annual leave being by a separate agreement in writing between CouncilBIZ and the employee;
 - (c) the employee being paid at least the full amount that would have been payable to the employee had the employee taken the leave that the employee has foregone; and
 - (d) the employee having taken at least 114 hours of annual leave in the preceding 12 months or taking at least 114 hours of annual leave at the same time as the cashing out.
- 33.3 Employees will be paid annual leave loading of 17.5 per cent when taking annual leave.
- 33.4 An employee and CouncilBIZ may agree to the annual leave loading being cashed out and added to the employee's salary.
- 33.5 Payment in lieu of accrued annual leave, including annual leave loading, will be paid on termination of employment.
- 33.6 Except as specified in this Section, annual leave will be taken at such a time mutually convenient to CouncilBIZ and the employee.
- 33.7 Employees may be required to take annual leave during a Christmas closedown.
- 33.8 Where an employee has more than 8 weeks of accrued annual leave, CouncilBIZ may require the employee to take sufficient annual leave to reduce the employee's accrued annual leave to 4 weeks. The annual leave is to be taken at a mutually agreeable time where reasonably possible.



Where the employee and CouncilBIZ are unable to agree on the timing of the annual leave to be taken, CouncilBIZ may specify the timing of the annual leave as long as the employee is provided with at least 6 weeks of notice.

34 Personal Leave

- 34.1 Employees are entitled to 76 hours of personal leave each year accrued progressively.
- 34.2 Employees are entitled to paid personal leave where absent:
- (a) because the employee is ill or injured and unfit for work;
 - (b) for the purposes of providing care or support to an immediate family or household member who requires care or support due to:
 - (i) an injury or illness;
 - (ii) the immediate family or household member being affected by an unexpected emergency.
- 34.3 CouncilBIZ may require an employee to provide a medical certificate or statutory declaration verifying the reason for an absence on personal leave.

35 Unpaid Carer's Leave

- 35.1 Where an employee, including a casual employee, does not have any paid personal leave available and has caring responsibilities as specified in clause 34.2(b), the employee is entitled to up to two days of unpaid carer's leave per occasion.
- 35.2 CouncilBIZ may require an employee to provide a medical certificate or statutory declaration verifying the reason for an absence on unpaid carer's leave.

36 Compassionate Leave

- 36.1 An employee is entitled to two days paid Compassionate Leave on each occasion that a member of the employee's immediate family or household:
- (a) dies; or
 - (b) is suffering from a life-threatening illness or injury.
- 36.2 CouncilBIZ may require an employee to provide evidence of the death of the immediate family or household member or verifying that the immediate family or household member is suffering from a life-threatening illness or injury.

37 Long Service Leave

- 37.1 Long service leave will be in accordance with the Long Service Leave Act.



A handwritten signature in black ink, located in the bottom right corner of the page.

38 Parental Leave

- 38.1 The provisions in this Section set out the main features of the entitlement to parental leave in the National Employment Standards. Nothing in this Section limits the application of all of the parental leave entitlements in the National Employment Standards.
- 38.2 Parental leave is available to all full and part-time employees who have been employed for at least 12 months immediately before the commencement of the leave.
- 38.3 Parental leave is available on:
- (a) birth of a child of the employee; or
 - (b) adoption of a child who:
 - (i) is under 16 at the time of adoption;
 - (ii) has not lived with the employee for more than 6 months at the time of adoption; and
 - (iii) is not a child of the partner of the employee.
- 38.4 Eligible employees are entitled to up to 52 weeks of unpaid parental leave.
- 38.5 Personal or compassionate leave may not be taken during a period of unpaid parental leave.
- 38.6 An employee may take annual leave or long service leave during a period of unpaid parental leave.
- 38.7 An Employee may take up to 8 weeks of unpaid parental leave at the same time as his or her spouse or partner is taking Parental Leave subject to the concurrent period of leave commencing no earlier than the birth of the child or date of placement of the child in the case of adoption.
- 38.8 Employee's returning from parental leave are entitled to the same position held immediately before going on leave, or if this position is no longer available, a position as nearly comparable in status and salary to that of their former position.

39 Special Leave

- 39.1 Employees are entitled to up to five days non-accruable paid special leave each financial year for the following purposes:
- (a) the employee is a victim of family or domestic violence and paid personal leave is unavailable;
 - (b) attendance at funerals where the employee is not entitled to compassionate leave;
 - (c) the employee or the employee's partner has given birth;
 - (d) the employee has adopted a child under the age of six who has not previously lived with the employee and is not a child of the employee's partner;

- (e) other reasons considered by CouncilBIZ to be reasonable in the circumstances.
- 39.2 Employees are not paid for any unused special leave on termination of employment.
- 39.3 CouncilBIZ may agree to an employee request to take special leave at half pay.

40 Public Holidays

40.1 The following public holidays apply under this Agreement:

- (a) New Year's Day – 1 January
 - (b) Australian Day – 26 January;
 - (c) Anzac Day – 25 April;
 - (d) Good Friday;
 - (e) Easter Monday;
 - (f) Queen's birthday on the day on which it is celebrated in the Northern Territory;
 - (g) Christmas Day – 25 December;
 - (h) Boxing Day – 26 December;
 - (i) any other day, or part-day, declared or prescribed by or under a law of the Northern Territory to be observed generally within the Northern Territory, or a region of the Northern Territory, as a public holiday, other than a day or part-day, or a kind of day or part-day, that is excluded by the Fair Work Regulations from counting as a public holiday.
- 40.2 If, under (or in accordance with a procedure under) a law of the Northern Territory, a day or part-day is substituted for a day or part-day that would otherwise be a public holiday because of clause 40.1, then the substituted day or part-day is the public holiday.
- 40.3 An employee is entitled to be absent from work on a public holiday and will be paid the base rate of pay for the employee's ordinary hours on that day.
- 40.4 Where an employee is required by CouncilBIZ to work on a public holiday, the overtime provisions set out in Section 28 will apply.



A handwritten signature in black ink, appearing to be a stylized name, located in the bottom right corner of the page.

PART I. Termination of Employment

42 Termination and Required Period of Notice

- 42.1 Employees are entitled to the following periods of notice of termination of employment where their employment is terminated by CouncilBIZ:
- (a) employee has no more than six months service – one week;
 - (b) employee has more than six months service and not more than three years of service – two weeks;
 - (c) employee has more than three years of service and not more than five years of service – three weeks;
 - (d) employee has more than five years of service – four weeks;
- provided that an additional week of service will apply to any employee over 45 years of age with at least two years of service.
- 42.2 The notice required of an employee on resignation is the same as set out in clause 42.1 with the exception of the additional week of notice if over 45 years of age.
- 42.3 Notwithstanding clause 42.1, CouncilBIZ may terminate an employee without notice where the reason for termination is serious misconduct.

43 Suspension from Duty

- 43.1 CouncilBIZ may suspend an employee from duty with pay while it investigates allegations of misconduct by the employee and CouncilBIZ considers the suspension to be appropriate in the circumstances.

44 Redundancy

- 44.1 Redundancy occurs where CouncilBIZ no longer requires the job done by an employee to be done by anyone except where this is due to the ordinary and customary turnover of labour.
- 44.2 Where an employee is terminated because of redundancy, the employee will be entitled to the severance pay as set out in the following table:

Period of continuous service	Severance pay
Less than 1 year	Nil
1 year and less than 2 years	4 weeks' pay
2 years and less than 3 years	6 weeks' pay
3 years and less than 4 years	7 weeks' pay
4 years and less than 5 years	8 weeks' pay
5 years and less than 6 years	10 weeks' pay
6 years and less than 7 years	11 weeks' pay



A handwritten signature in black ink, appearing to be "E. J. O'Connell", located in the bottom right corner of the page.

7 years and less than 8 years	13 weeks' pay
8 years and less than 9 years	14 weeks' pay
9 years and less than 10 years	16 weeks' pay
10 years and over	12 weeks' pay

- 44.3 Where an employee is transferred to lower paid duties because of redundancy the same period of notice must be given as the employee would have been entitled to if the employment had been terminated. CouncilBIZ may, in these circumstances, make a payment to the employee that is equal to the difference between the employee's former rate of pay and new rate of pay for the number of weeks of severance pay to which the employee would have been entitled if terminated.
- 44.4 An employee terminated because of redundancy will be entitled to payment or reimbursement of the costs of professional assistance with resume development of up to \$500.



PART J. Consultation and Dispute Resolution

46 Consultation

46.1 This term applies if CouncilBIZ:

- (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

46.2 For a major change referred to in clause 46.1(a):

- (a) CouncilBIZ must notify the relevant employees of the decision to introduce the major change; and
- (b) clauses 46.3 to 46.9 apply.

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

46.4 If:

- (a) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
- (b) the employee or employees advise CouncilBIZ of the identity of the representative; CouncilBIZ must recognise the representative.

46.5 As soon as practicable after making its decision, CouncilBIZ must:

- (a) discuss with the relevant employees:
 - (i) the introduction of the change;
 - (ii) the effect the change is likely to have on the employees; and
 - (iii) measures CouncilBIZ is taking to avert or mitigate the adverse effect of the change on the employees; and
- (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.

- 46.6 However, CouncilBIZ is not required to disclose confidential or commercially sensitive information to the relevant employees.
- 46.7 CouncilBIZ must give prompt and genuine consideration to matters raised about the major change by the relevant employees.
- 46.8 If a term in this Agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of CouncilBIZ, the requirements set out in clauses 46.2(a), 46.5 and 46.7.
- 46.9 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 CouncilBIZ'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;
 - (g) the restructuring of jobs.

Change to regular roster or ordinary hours of work

- 46.10 For a change referred to in clause 46.1(b):
- (a) CouncilBIZ must notify the relevant employees of the proposed change; and
 - (b) clauses 46.11 to 46.15 apply.
- 46.11 The relevant employees may appoint a representative for the purposes of the procedures in this term.
- 46.12 If:
- (a) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
 - (b) the employee or employees advise CouncilBIZ of the identity of the representative;
- CouncilBIZ must recognise the representative.
- 46.13 As soon as practicable after proposing to introduce the change, CouncilBIZ 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 CouncilBIZ reasonably believes will be the effects of the change on the employees; and
 - (iii) information about any other matters that CouncilBIZ 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).
- 46.14 However, CouncilBIZ is not required to disclose confidential or commercially sensitive information to the relevant employees.
- 46.15 CouncilBIZ must give prompt and genuine consideration to matters raised about the change by the relevant employees.
- 46.16 In this term:
- relevant employees* means the employees who may be affected by a change referred to in clause 46.1.

47 Disputes Resolution Procedure

- 47.1 This Section sets out procedures to apply to any disputes about a matter arising under this Agreement or the National Employment Standards.
- 47.2 In the first instance the dispute is to be discussed between the employee or employees concerned and the relevant supervisor.
- 47.3 If such discussions do not resolve the dispute, the dispute is to be discussed between the employee or employees concerned and more senior levels of management (as appropriate).
- 47.4 A party to the dispute may appoint another person, organisation or association to accompany or represent them in relation to the dispute.
- 47.5 If a dispute is unable to be resolved at the workplace, and all agreed steps for resolving it have been taken, the dispute may be referred to the Fair Work Commission by either party to the dispute for resolution by mediation, conciliation or arbitration.
- 47.6 If either party refers the dispute to mediation, both parties will participate in the mediation process in good faith.
- 47.7 It is a term of this agreement that while the dispute resolution procedure is being conducted work shall continue normally unless an employee has a reasonable concern about an imminent risk to his or her health or safety.

PART K. Definitions

Term	Definition
CouncilBIZ	CouncilBIZ, ABN 55 556 215 599
Commencement Date	The date that is 7 days after approval of the Agreement by the Fair Work Commission.
continuous service	<p>Includes:</p> <ul style="list-style-type: none"> any absence on paid leave; any absence on unpaid leave under the National Employment Standards that is to count as service; <p>and excludes:</p> <ul style="list-style-type: none"> unauthorized absences; and any absence on unpaid leave other than where the National Employment Standards specify that the leave it to count as service. <p>Continuity of service is broken by a termination of employment other than where this is initiated by CouncilBIZ in order to avoid leave obligations.</p>
de facto partner	Means a person who, although not legally married to the employee, lives with the employee in a relationship as a couple on a genuine domestic basis (whether the employee and the person are of the same sex or different sexes and includes a former de facto partner of the employee.
employee	Means an employee of CouncilBIZ who is covered by this Agreement.
Fair Work Act	The <i>Fair Work Act 2009</i> and the <i>Fair Work (Transitional Provisions and Consequential Amendments) Act 2009</i> , and their successors and any regulations associated with those Acts.
Fair Work Regulations	The <i>Fair Work Regulations 2009</i>
immediate family	Means a spouse, de facto partner, child, parent, grandparent, grandchild or sibling of the employee or a child, parent, grandparent, grandchild or sibling of a spouse or de facto partner of the employee
Local Government Industry Award	Means the <i>Local Government Industry Award 2010</i>



medical certificate	Means a certificate signed by a medical practitioner.
medical practitioner	Means a person registered, or licensed as a medical practitioner under a law of a State or territory that provides for the registration or licensing of medical practitioners.
National Employment Standards	Means the National Employment Standards in the Fair Work Act.
senior manager	Means an employee who reports directly to the General Manager and is paid at least 15 per cent higher than the highest base rate of pay that applies under this Agreement.
spouse	Includes a former spouse.



Appendix 1 – Base Rates of Pay

Classification	From the Commencement Date	From 1 July 2018	From 1 July 2019	From 1 July 2020	From 1 July 2021
Technical Support Officer	\$60,000.00	\$60,900.00	\$61,813.50	\$62,740.70	\$63,681.81
Technical Officer	\$73,000.00	\$74,095.00	\$75,206.43	\$76,334.52	\$77,479.54
Senior Technical Officer	\$85,000.00	\$86,275.00	\$87,569.13	\$88,882.66	\$90,215.90
Business Support Officer	\$66,000.00	\$66,990.00	\$67,994.85	\$69,014.77	\$70,049.99
Senior Business Support Officer	\$85,000.00	\$86,275.00	\$87,569.13	\$88,882.66	\$90,215.90
Administrative/Finance Officer	\$66,000.00	\$66,990.00	\$67,994.85	\$69,014.77	\$70,049.99
Senior Administrative/Finance Officer	\$81,500.00	\$82,722.50	\$83,963.34	\$85,222.79	\$86,501.13



A handwritten signature in black ink, appearing to be "S. ...", with a small "10" written to its right.

CouncilBIZ Enterprise Agreement 2017 - Undertaking

CouncilBIZ makes the following undertaking in relation to the *CouncilBIZ Enterprise Agreement 2017*:

Casual employees will be entitled to unpaid compassionate leave in accordance with the National Employment Standards.



Michael Freeman
General Manager

4 December 2017