



Australian Government
Indigenous Land Corporation

**National Indigenous
Pastoral Enterprises Pty
Limited**

Wholly Owned Subsidiary of:
Indigenous Land Corporation
ACN: 108 266 548

**National Indigenous
Pastoral Enterprises (NIPE) PTY LTD**

Enterprise Agreement

2016 | 2020

NOTE: This version of the NIPE Enterprise Agreement has incorporated all the “undertakings” that were made to Fair Work Commission on 22 June 2016.

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PART A: OPERATION OF THE AGREEMENT

1. TITLE, DURATION AND PARTIES BOUND

- a. This Agreement is titled the National Indigenous Pastoral Enterprises (NIPE) Pty Ltd Enterprise Agreement 2016-2020 and will operate from either the seventh day after Fair Work Commission (FWC) approves or 1 July 2016 whichever is the later.
- b. The nominal expiry date of this Agreement will be 30 June 2020.
- c. This Agreement is made between the Chief Executive Officer (CEO) and employees of NIPE.

2. COVERAGE

- a. This Agreement applies to all employees engaged by NIPE other than:
 - (i) Employees of the ILC and its other subsidiary companies;
 - (ii) Managers, NIPE Administrative employees and other employees engaged on Individual Employment Agreements;
 - (iii) Engineering Tradespersons; and
 - (iv) Administrative Officers.

3. COMPREHENSIVE AGREEMENT

- a. The parties to this Agreement intend that it will supersede all existing relevant Awards, Agreements or other instruments that could claim to regulate the employment relations between NIPE and its employees.

4. PURPOSE OF THE AGREEMENT

- a. This Agreement aims to provide flexibility for the highly seasonal demands of property operations. Such a flexible system is designed to deliver the following key benefits to employees and NIPE:
 - (i) establishing practical employee entitlements that support the seasonal nature of the work undertaken;
 - (ii) consolidating the existing employment arrangements and allowing for a range of fair and consistent employee entitlements across all of NIPE's properties; and
 - (iii) supporting employees who deliver services direct to NIPE's clients.

5. DELEGATION

- a. The CEO may, at his or her discretion, delegate or authorise in writing part or all of the CEO's powers and functions under this Agreement.

6. ALLOWANCES AND DISABILITIES PAYMENTS

- a. The Parties to this Agreement intend that only the allowance and disability payments specified in this Agreement will be payable to employees.

7. NO EXTRA CLAIMS

- a. The Parties to this Agreement agree that there shall be no extra claims, award or above-award, concerning any matters, whether encompassed in this Agreement or not, for the life of this Agreement.

8. POLICIES AND GUIDELINES

- a. The operation of this Agreement is supported by policies, procedures and guidelines. These policies, procedures and guidelines do not form part of this Agreement. If there is any inconsistency between the policies, procedures and guidelines and the terms of this Agreement, the express term of this Agreement will prevail.

9. INDIVIDUAL FLEXIBILITY ARRANGEMENT

- a. The CEO and an employee covered by this Agreement may agree to make an Individual Flexibility Arrangement (IFA) to vary the effect of terms of the agreement if:
 - (i) the agreement deals with 1 or more of the following matters:
 - arrangements about when and where work is performed;
 - overtime; and/or
 - allowances;
 - (ii) the arrangement meets the genuine needs of the NIPE and employee in relation to 1 or more of the matters mentioned in clause 9a(i); and
 - (iii) the arrangement is genuinely agreed to by NIPE and the employee.
- b. The CEO must ensure that the terms of the IFA:
 - (i) are about permitted matters under section 172 of the Fair Work Act 2009;
 - (ii) are not unlawful terms under section 194 of the Fair Work Act 2009; and
 - (iii) result in the employee being better off overall than the employee would be if no arrangement was made.
- c. The CEO must ensure that the IFA:
 - (i) is in writing; and
 - (ii) includes the name of NIPE and the employee; and
 - (iii) is signed by the CEO and employee and if the employee is under 18 years of age, signed by a parent or guardian of the employee; and
 - (iv) includes details of:
 - the terms of the Agreement that will be varied by the arrangement;
 - 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
 - (v) states the day on which the IFA commences and, where applicable, when the IFA ceases.
- d. The CEO must give the employee a copy of the IFA within 14 days after it is agreed to.
- e. The CEO or employee may terminate the IFA:
 - (i) by giving no more than 28 days written notice to the other party to the arrangement; or
 - (ii) if the CEO and employee agree in writing at any time.
- f. This Clause does not limit NIPE in negotiating and offering an employee an Individual Employment Agreement that he or she will be better off overall in relation to the terms and conditions of his or her employment.

PART B: CONTRACT OF EMPLOYMENT

10. EMPLOYMENT ARRANGEMENTS

- a. An employee under this Agreement will be engaged as either a Fixed Term, Casual or Seasonal employee.
- b. NIPE will not engage Ongoing employees under this Agreement.
- c. The basis of employment can be full-time, part-time, casual or seasonal.
- d. Due to the seasonal nature of the pastoral industry, starting and finishing times will vary.

11. FIXED TERM EMPLOYEES

- a. A Fixed Term employee under this Agreement will be engaged on a fixed term basis with no expectation of ongoing employment and will receive all terms and conditions of employment relating to this type of engagement as specified in this Agreement.

12. PART-TIME EMPLOYEES

- a. A part-time employee will receive pro-rata salary, allowances and leave entitlements.

13. CASUAL OR SEASONAL EMPLOYEES

- a. A Casual or Seasonal employee will be engaged to work adhoc arrangements and/or on a seasonal needs basis and can be paid on an hourly or daily basis at the rates of pay specified in Annex B.
- b. A Casual or Seasonal employee paid on an hourly or daily rate can be asked to work at any time and on any day of the week.
- c. Where a Casual or Seasonal employee who is paid on an hourly or daily rate, the employee will be paid at the same rate for all time worked.
- d. A Casual or Seasonal employee (whether hourly or daily) will be paid a 25% casual loading in lieu of:
 - (i) all paid leave entitlements;
 - (ii) paid gazetted public holidays;
 - (iii) notice of termination; and
 - (iv) redundancy benefits.
- e. A Casual or Seasonal employee who is paid on an hourly rate shall be paid a minimum of 3hrs pay for each work period, but not for periods of less than 1hrs.
- f. A Casual or Seasonal employee who is paid on a daily rate shall:
 - (i) Be paid a minimum of half the daily rate for each engagement of more than 1 hour but less than 6 hours;
 - (ii) Be paid for a full day for periods greater than 6 hours;
- g. A Casual or Seasonal employee will accrue 'service' for the purposes of Long Service Leave (LSL).
- h. A Casual or Seasonal employee, who is terminated at the end of the season or their assignment and is subsequently re-employed at the beginning of a new season or assignment, is deemed to have broken their employment and the previous service will not be recognised for LSL purposes, unless the break in service is less than 2 months in which case prior service will be recognised.

14. OUTWORKER EMPLOYEES

- a. This Agreement has no provisions for outworker employees.

15. PROBATION EMPLOYMENT PERIOD

- a. The Probationary Employment Period for Fixed Term employees will be 6 months. If a Fixed Term employee is engaged for less than 6 months, the entire period of employment will be considered as the Probation Employment Period.
- b. Casual or Seasonal employees are not subject to probation, as there is no expectation of ongoing or continuing employment and their employment can be terminated without a Notice Period.
- c. Notice will be provided to the employee at or prior to the expiry of the Probationary Employment Period if employment is not to continue.
- d. During the probationary period, either Party may terminate the employment by giving notice as specified in Clause 63a. NIPE may make an equal payment in lieu of the Notice Period.

16. FLEXIBLE PERFORMANCE OF WORK

- a. NIPE may, on a temporary basis, require an employee to carry out a higher or lower level task or a function that is within the employee's skill/ ability and which is safe for the employee to perform, even if it is outside the employee's position.
- b. The rates of pay specified in Annex B of this Agreement make allowance for the value placed by NIPE on employees from time to time working on higher level tasks outside the employee's position. In such circumstances, an employee will remain on their current salary for completion of such temporary tasks.
- c. Where an employee is engaged for more than 2 hours during one day or shift on duties carrying a higher minimum salary than their ordinary classifications, the employee will be paid the higher minimum salary for such day or shift.

17. TRANSFERS/RELOCATION

- a. Where the need arises, NIPE may transfer/relocate an employee from one position to another and/or one work site to another (including interstate) provided that the position that the employee is transferred/relocated into is within the scope of the employee's competence or the employee is provided with reasonable training.
- b. In such cases, the employee's continuity of service will be unaffected by the transfer/relocation. No redundancy will be payable where an employee is transferred/relocated.

18. RELOCATION ASSISTANCE

- a. Where NIPE requires an employee to relocate for an indefinite period or a period greater than 12 months, NIPE may provide a relocation assistance package for the employee and their immediate family at the sole discretion of the GM.
- b. Employees will not receive a relocation assistance package where:
- (i) the employee has requested the relocation;
 - (ii) the transfer of work is being made in accordance with disciplinary provisions; and/or
 - (iii) on account of the employee's own misconduct.
- c. If an employee resigns within 24 months of receiving a relocation assistance package, the employee will be required to reimburse NIPE the following (no pro-rata):
- (i) 100% of the total cost if the employee resigns within 12 months;
 - (ii) 50% of the total cost if the employee resigns within 24 months; and
 - (iii) NIL cost after 24 months.

PART C: GENERAL EMPLOYMENT CONDITIONS

19. VALUES

- a. The employees will uphold and promote the following Values.

Respect	<p>We respect the diversity of ideas, backgrounds and cultures of Indigenous peoples, our employees and other stakeholders.</p> <p>We will provide a workplace that is free from discrimination, harassment and bullying.</p>
Excellence	<p>We will provide leadership of the highest quality.</p> <p>We strive for excellence in the delivery of services and outcomes to our stakeholders.</p>
Commitment	<p>We are committed to working together to achieve the NIPE's vision and meet statutory obligations.</p> <p>We will provide a fair, flexible, safe and rewarding workplace that is focused on achieving results and managing performance.</p>
Integrity, Fairness and Equity	<p>We will strive to make decisions objectively and ethically and provide a fair system of review of decisions taken in respect of NIPE employees.</p> <p>We will provide accurate, consistent and timely information, and give reasons for our decisions.</p> <p>We are an organisation in which employment decisions are based on merit.</p> <p>We will promote equity in employment in conjunction with a framework of encouraging the recruitment, development and retention of Indigenous employees.</p>
Cost Effectiveness	<p>We are committed to using funds wisely and accountably.</p>
Professionalism and Openness	<p>We strive to be professional, responsive, impartial and honest in our dealings with employees and stakeholders. We take suggestions and complaints seriously and learn from them.</p>
Collaboration	<p>We will establish workplace relations that value communication, consultation, cooperation and input from employees on matters that affect their workplace.</p> <p>We are committed to working in collaboration with Indigenous groups and other stakeholders.</p>
Best Practice	<p>We will adhere to the Industry, Animal Welfare and Work Health Safety best practice.</p>

20. CODE OF CONDUCT

- a. It is the responsibility of all employees not only to behave in such a way that upholds the Code of Conduct, but to assist and support their colleagues to uphold the Code of Conduct.
- b. For the avoidance of doubt, the phrase “acting in the course of employment” as used in this Code of Conduct includes the conduct of employees:
 - (i) at all times while they are present on property and premises owned or occupied by the ILC and/or NIPE;
 - (ii) which is otherwise connected to their employment or where such a connection may be reasonably inferred or perceived; or
 - (iii) which is otherwise likely to adversely affect the good name and reputation of the ILC and/or NIPE.
- c. The employee agrees to uphold and promote the Code of Conduct:

Honesty and Integrity	An employee must behave honestly and with integrity in the course of their employment. An employee must not bring NIPE and/or the ILC into disrepute.
Care and Diligence in the Course of Employment	An employee must act with care and diligence in the course of their employment. An employee must comply with any lawful and reasonable direction given by someone in NIPE and/or the ILC who has authority to give the direction.
Respect and Courtesy	An employee, when acting in the course of employment, must treat everyone with respect and courtesy, and without bullying, harassing or discriminating against others.
Operate in a Lawful Manner	An employee, when acting in the course of employment, must comply with all applicable Australian laws. For this purpose, Australian law means: <ol style="list-style-type: none">(i) any Act or any instrument made under an Act; and/or(ii) any law of a State or Territory, including any instrument made under such a law.
Commercial in Confidence	An employee must maintain appropriate confidentiality with respect to NIPE and/or the ILC and Client’s confidential information.
Conflict of Interest	An employee must disclose, and take reasonable steps to avoid, any conflict of interest (actual or apparent) in connection with their employment.
Proper Use of Resources	An employee must use NIPE and/or the ILC resources in a proper manner.
False or Misleading Information	An employee must not provide false or misleading information in response to a request for information that is made for official purposes in connection with the employee's employment.
Inside Information	An employee must not make improper use of inside information, or their duties, status, power or authority in order to gain, or seek to gain, a benefit or advantage for themselves or any other person.
Appropriate Behaviour	An employee must at all times behave in a way that upholds the Values and the integrity and good reputation of NIPE and/or ILC. An employee on duty overseas must at all times behave in a way that upholds the good reputation of Australia.

21. BREACHES OF THE CODE OF CONDUCT AND EMPLOYEE MISCONDUCT

- a. If there is a suspected breach of the Code of Conduct or employee misconduct, an investigation may take place. Pending the outcome of an investigation where there is a suspected breach of the NIPE Code of Conduct or employee misconduct, the CEO or delegate may:
 - (i) temporarily move an employee to another location; or
 - (ii) suspend an employee from duty for the duration of the investigation. The suspension may be paid or unpaid at the sole and absolute discretion of the CEO or delegate; or
 - (iii) If there is a requirement to suspend the employee, NIPE will suspend the employee in the first instance with pay unless the matter involves a serious misconduct matter as defined in the FW Act.
- b. Subject to the outcome of an investigation, the CEO or delegate may apply one or more sanctions as follows:
 - (i) formal reprimand and/or warning;
 - (ii) suspension from duty, with or without pay;
 - (iii) remedial action to restore any financial or other loss;
 - (iv) re-assignment of duties;
 - (v) impose conditions on further employment;
 - (vi) reduction in classification and salary; and/or
 - (vii) termination of employment.

22. CONSULTATION

- 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
 - (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
 - (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
 - (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.

- 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;
 - (c) 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).

23. WORK HEALTH AND SAFETY

- a. NIPE and employees will work together to ensure obligations under the WHS Act and other relevant legislation are met.
- b. An employee has a duty to:
 - (i) comply with reasonable directions and instructions given by NIPE;
 - (ii) take all reasonable care not to adversely affect the health and safety of themselves and others; and
 - (iii) ensure any incidents/injuries, near misses and hazards are reported immediately to the Manager.
- c. Employees who do not comply with rules, procedures and reasonable instructions, disciplinary action and/or termination may occur.
- d. NIPE will provide employees with personal protective equipment to allow employees to work safely.

24. VACCINATIONS

- a. NIPE will arrange for the provision of selected vaccinations for employees on job/employment specific needs basis. These may include Flu, Q Fever and Tetanus.
- b. Other needs for vaccinations may emerge from time to time and NIPE will assess the impact on employees and approve those affect employees.
- c. NIPE will pay the costs of obtaining these vaccinations.
- d. Vaccinations are encouraged but are not compulsory.

25. FIRST AID FACILITIES AND MEDICAL SUPPLIES

- a. First aid facilities and medical supplies will be maintained in accordance with NIPE's work health and safety policies as varied from time to time.

26. EMPLOYEE ASSISTANCE PROGRAM (EAP)

- a. NIPE will provide access to an EAP provider for counselling services to employees and their immediate family to assist in resolving both personal and work related matters.
- b. There will be no initial cost to the employees who contacts the EAP provider for counselling service.
- c. Employees may access the counselling service during working hours.
- d. The Manager must be informed prior to the employee planning a work place absence, to visit the EAP provider (no explanation other than this will be necessary).
- e. An employee and their immediate family may have a maximum of up to 6 counselling sessions at no charge. This number may be increased at the sole discretion of NIPE.
- f. If the EAP provider refers the employee or immediate family member to another service or provides additional services, then the employee will be responsible for any costs, which may arise.

27. CONFIDENTIALITY

- a. Other than authorised use during the course of the employee's employment or otherwise as required by law, the employee must not disclose or make known to any person (including any firm or corporation) either during or after the employee's employment has ended, any information that the employee has been provided, accessed or acquired during the course of the employee's employment with NIPE relating to the business of NIPE, the ILC and its subsidiaries, the Property and/or the Registered Proprietor.

28. OTHER EMPLOYMENT

- a. In the event that the employee wishes to take up any other employment with a third party or engage actively in any other business, then the employee shall first notify the CEO and/or GM of the proposal and thereafter seek written consent. Any approval will be at the sole discretion of the CEO and/or GM.

29. CONFLICT OF INTEREST

- a. Prior to engaging in any activity, which could amount to a conflict of interest with NIPE and/or the ILC, the employee is to inform the CEO and/or GM. Where circumstances change in respect of any conflict of interest, the employee must inform the CEO and/or GM on the occurrence of any such change.
- b. Failure to comply with the employee obligations under this Clause is a serious breach of employment and may lead to disciplinary action and/or termination.

30. ILC/NIPE VEHICLES

- a. Where an employee is required to utilise a ILC/NIPE vehicle as part of their employment, then the employee will only use the vehicle for business purposes and will be subject to:
 - (i) maintaining a valid driver's licence if required to drive on gazetted public roads;
 - (ii) taking appropriate care of the vehicle; and
 - (iii) using it at all times in a lawful manner.
- b. The employee will be required to keep and complete a logbook for fringe benefits tax purposes.
- c. Where the employee is requested by NIPE to use their own vehicle for NIPE work purposes, the employee will, at the sole and absolute discretion of NIPE, either be reimbursed for out of pocket expenses (i.e. fuel) or paid a Motor Vehicle Allowance in accordance with the Australian Taxation Office guidelines.

31. FIREARMS

- a. Employees must not bring onto, carry or store on the property any firearms without the written consent of the CEO.
- b. Employees must ensure no other person brings firearms onto or carries on the worksite without the written consent of the CEO.
- c. The CEO may refuse consent without reason.
- d. In the event that the CEO does give written permission for the use or storage of firearms, the firearms must be used and stored at all times in accordance with all applicable laws relating to registration and holding of any relevant licences.

PART D: WORKING PERIODS, HOURS AND BREAKS

32. WORK PERIODS

- a. It is the intention of this Agreement, in accordance with industry practise, that generally the basis of engagement shall be by the day, rather than the hour. The calculations of fair reward for employees under this Agreement have been made on this basis.
- b. An employee may be required to work from 5 to 7 days per week on any day of the week (Monday to Sunday) in accordance with the requirements of their role, but always subject to work health and safety obligations and the following:
 - (i) An employee shall not work more than 14 continuous days in a work period, except in special circumstances;
 - (ii) A minimum of one full day unpaid break must be taken prior to commencing the next work period (i.e. after 14 continuous days);
 - (iii) Work periods may exceed the guidelines above in special circumstances (i.e. mustering, fire management, etc) or where the safety and welfare of people, livestock or property is in question;
 - (iv) Within each continuous 14 day working period, an employee will receive a half day paid hygiene break on the 14th continuous working day. Such breaks shall be used by an employee to attend to a range of personal domestic matters to maintain adequate health and hygiene standards as well as a period of rest designed to reduce workplace fatigue;
 - (v) Where work circumstances do not allow for an employee to take the half day paid hygiene break, the employee will receive a half day in lieu to be recognised and banked as TOIL. The half day paid hygiene break will not be paid-out;
 - (vi) For the purpose of this Agreement a half day means either the period before 12 noon or the period after 12 noon, whichever is nominated by the Manager;
 - (vii) For avoidance of doubt, half day paid hygiene break entitlements are additional to minimum breaks required to be taken between continuous work periods described in Clause 32b(ii).
- c. NIPE at its sole discretion, may nominate a compulsory shutdown period on the property. This will be unpaid unless the employee has an entitlement to banked TOIL or annual leave.
- d. In the event of a disruption to normal scheduled work due to adverse weather or environmental conditions, where the employee is unable to attend the property, or no work is available, the employee is deemed to be on unpaid leave unless the employee has an entitlement to other paid leave (e.g. annual leave and/or TOIL).
- e. Employees may be required to perform tasks of less than 1 hour (such as opening or closing gates, homestead bore runs, turning sprinklers on or off or minor maintenance and duties, etc) outside of their working hours. The rates of pay in this Agreement provide for such tasks to be performed, and no additional remuneration shall be payable for employees performing such tasks, irrespective of whether or not they otherwise worked that day.

33. HOURS OF WORK

- a. Starting and finishing times will vary with the particular work program and time during the year for each employee category defined in this Agreement.
- b. An employee engaged on a daily rate shall be paid according to the number of days that they are required to, and actually do work, and not in accordance with the hours notional or real, that may have been worked.
- c. A paid working day will constitute not less than 6 hours per day actually worked, unless varied within this Clause.
- d. A half working day will constitute more than 1 hour but less than 6 hours.
- e. The Manager may roster employees to work half-days.
- f. Hours of work may vary from this Agreement in difficult or special circumstances where the safety or sound management of livestock, people or property is in question.
 - (i) When varying hours of work the following factors shall be considered:
 - any risk to employee's health and safety;
 - the employees personal circumstances including health and family responsibilities;
 - the operational requirements of the workplace;
 - the notice provided by NIPE;
 - the notice provided by the employee about their intention to refuse;
 - whether the additional hours are on a public holiday; and/or
 - consideration of the employees recent work patterns including the hours worked immediately before the request to work additional hours.

34. BREAKS

- a. Due to the nature of the work performed on properties and the variations to starting and finish times during the season means that a flexible approach is required in relation to rest and meal breaks taken throughout the working day. Thus, the provisions of this Clause may be varied to deal with difficult or special circumstances where the safety or sound management of people, livestock, or property is in question.
- b. An employee is entitled to an unpaid meal break of 30 minutes duration within each 7 hours of work, which is to be taken at a time to be mutually agreed by the Manager and the employee.
- c. Provisions for taking work breaks are to be consistent with the principles of good management and the obligation under the work health and safety guidelines detailed by relevant legislation and NIPE.
- d. An employee will be allowed a paid rest break of 10 minutes each morning. Where agreement is reached between NIPE and the employee for additional rest breaks, such rest breaks will be unpaid and in addition to the employee's hours of work.
- e. All work performed on the instructions of NIPE during a recognised meal break will be accrued as TOIL at a rate of 200%.

35. TIME OFF IN LIEU (TOIL)

- a. When additional days are worked, time accrued may be banked as TOIL and applied to be taken as paid time off at a time approved by the Manager and subject to operational requirements.
- b. The employee must have the prior approval of the Manager before accumulating TOIL.
- c. Where an employee has approved TOIL, an employee will receive paid time off in lieu at their Ordinary Rate of Pay.
- d. TOIL can only be taken in half or full days subject to operational requirements on the property.
- e. Unless prior approval is given from the Manager, employees can only accrue up to 5 days in lieu at any given time.
- f. Where an employee has TOIL banked and the employment relationship is terminated by either Party, the TOIL balance must be utilised prior to the employee's final day with NIPE. NIPE will not pay out unused TOIL.

36. ATTENDANCE AND UNPLANNED ABSENCE

- a. Employees who do not attend for work when required or who do not perform the work that NIPE lawfully, safely and reasonably directs them to do, will not be paid for the time that they did not attend or did not perform the work as directed unless there is evidence of a valid reason for the non-attendance (i.e. medical certificate).
- b. Employees are required to contact and inform the Manager of their inability to attend for duty and the estimated duration of the absence by 7.00am on the morning of any absence. If it is not possible to make personal contact, the onus is on the employee to get some form of message to the Manager within the specified timeframe.

PART E: LEAVE ARRANGEMENTS

37. PUBLIC HOLIDAYS

- a. Fixed Term employees are entitled to the gazetted public holidays (State and National) as applicable to their State where they are working.
- b. Employees who receive a casual loading are not entitled to paid Public Holidays (i.e. Casual or Seasonal employees).
- c. Where Fixed Term employees are required/directed to work a Public Holiday, they will be paid for the Public Holiday and either:
 - (i) the time worked to be paid at Ordinary Rate of Pay; or
 - (ii) the time worked to be recognised and banked as TOIL. The Manager will approve when the time off can be taken.
- d. If part-time employees are not scheduled to work on the day the Public Holiday falls, they will not receive payment for that Public Holiday.

38. ANNUAL LEAVE

- a. As defined in the National Employment Standards, a Fixed Term employee who is classified as a 'shiftworker' is entitled to five weeks paid annual leave for each 12 months of continuous service, accrued on a daily basis from the date of commencement.
- b. Fixed Term employees are entitled to 4 weeks cumulative annual leave for each 12 months of continuous service, accrued on a daily basis from the date of commencement.
- c. For Fixed Term employees who are part-time, the annual leave entitlement will be calculated on a pro-rata basis against the hours for which the employee is engaged to work.
- d. Employees who receive a casual loading do not accrue any annual leave entitlements (i.e. Casual or Seasonal employees).
- e. Due to the work performed and seasonal nature of NIPE's business, it is the intention of this Agreement that employees who are entitled to annual leave will generally be required to take their allocation during the "off or wet" season, subject to Manager's approval.
- f. Annual Leave must be taken regularly. If an Employee's accrued annual leave amount is in excess of 8 weeks (or equivalent for Part-time employees) the Employee may be directed by the Manager to take the excess annual leave.
- g. Employees may be directed by the Manager to take accrued annual leave where the Manager consider the Employee requires a break or where there is an enforced shutdown on the property.
- h. Employees shall be paid their Ordinary Rate of Pay whilst on leave.
- i. Annual Leave Loading will not be paid as it has been incorporated into the rates of pay and tax.
- j. Annual leave will not be paid in advance and will be paid each fortnight on the regular payday.
- k. Untaken cumulative annual leave entitlements will be paid on termination of employment.

39. CASHING OUT ANNUAL LEAVE

- a. The employee may make a request in writing to the GM to cash out an entitlement to Annual Leave subject to the following conditions:
 - (i) the employee must retain an entitlement to least four weeks paid annual leave;
 - (ii) there is a separate agreement in writing on each occasion that leave is cashed out;
 - (iii) NIPE must not exert undue influence or undue pressure on the employee to agree to cash out an amount of annual leave; and
 - (iv) the employee must be paid at least the full amount that would have been payable had the annual leave been taken.
- b. The GM may at his/her absolute discretion, refuse the request.

40. LONG SERVICE LEAVE (LSL)

- a. All employee's LSL entitlements, regardless of geographic location, shall be in accordance with the South Australia Long Service Leave Act 1987 (legislation) or until the harmonisation of the LSL provisions into a single national standard.
- b. For the purpose of LSL accrual, NIPE will recognise an employee's period of continuous service within the meaning of the legislation.
- c. Due to the work performed and seasonal nature of NIPE's business, it is the intention of this Agreement that employees who are entitled to LSL will generally be required to take their allocation during the "off or wet" season, subject to Manager's approval.
- d. The Manager must approve the employee's request for LSL subject to business operations.
- e. LSL must be taken in blocks of 7 calendar days in a continuous period.

41. PERSONAL/CARER'S LEAVE

- a. Personal/Carer's leave covers both sick leave and carer's leave.
- b. Fixed Term employees will be entitled to 10 days paid Personal/Carer's leave for each 12 months of continuous service, accruing on a daily basis from the date of commencement and is cumulative
- c. For Fixed Term employees who are part-time, the Personal/Carer's leave entitlement will be calculated on a pro-rata basis against the hours for which the employee is engaged to work.
- d. Employees who receive a casual loading are not entitled to any paid Personal/Carer's Leave (i.e. Casual or Seasonal employees).
- e. Paid Personal/Carer's leave cannot be cashed or paid out on cessation of employment.
- f. An employee can take Personal/Carer's leave:
 - (i) If they are unfit for work because of their own personal illness or injury (including pregnancy-related illness); or
 - (ii) to provide care or support to a member of their immediate family or household, because of a personal illness, injury or unexpected emergency affecting the member.

- g. Fixed Term employees who have exhausted their entitlement to paid Personal/Carer's leave will be entitled to up to 2 days unpaid of carer's leave per occasion when a member of the employee's immediate family or household requires care or support because of a personal illness, injury or an unexpected emergency.
- h. Casual or Seasonal employees are entitled to 2 days of unpaid Carer's leave per occasion.
- i. For all periods of paid Personal/Carer's leave, unpaid Carer's leave the employee must give NIPE notice of the taking of such leave. The notice must be given as soon as practicable (which may be a time after the leave has started), and must advise of the period, or expect period, of the leave.
- j. A Fixed Term employee may be granted up to 2 consecutive day's Personal/Carer's leave with pay subject to available credits, without production of a medical certificate. Absences of 3 days or more on Personal/Carer's leave and must be supported by suitable medical or other evidence.

NOTE: If an employee is absence on Personal/Carer's leave on a Friday and the following Monday or absence immediately prior and after a public holiday, the employee must provide a suitable medical certificate.

- k. The Manager may refuse paid Personal/Carer's leave, or request satisfactory medical evidence or other evidence (e.g. personal declaration in the case of caring responsibilities), where there is cause to believe that the reasons for such absences, irrespective of the length of absence, are not reasonable or legitimate.
- l. NIPE is entitled to request evidence that would substantiate the reason for the Personal/Carer's leave. A failure to either provide notice or, if required, evidence that would satisfy a reasonable person to substantiate the reasons for the leave, means the employee is not entitled to the leave.
- m. Where an employee has been regularly absent on personal leave, or there are reasonable grounds to form a view that medical intervention will assist the employee in undertaking their duties or returning to work in a safe and timely manner, the CEO and/or GM may direct the employee to undergo an independent health assessment, at the cost of NIPE.

42. COMPASSIONATE AND/OR BEREAVEMENT LEAVE

- a. An employee (including a Casual or Seasonal employees) is entitled up to two days off on Compassionate Leave to spend time with a member of their immediate family or household who has sustained a life-threatening illness or injury.
- b. An employee may take Compassionate leave for each occasion as a single continuous two day period; or two separate periods of one day each; or any separate periods to which the employee or NIPE agree.
- c. An employee (including a Casual or Seasonal employees) is entitled up to two days off on Bereavement leave, to be taken after the death of a member of the employee's immediate family or household.
- d. When a Fixed Term employee takes a period of Compassionate or Bereavement leave, they will be pay paid at their base rate of pay for the ordinary hours they would have worked during that period.
- e. Casual or Seasonal employees are not entitled to any paid Compassionate or Bereavement leave.
- f. When requested, reasonable evidence may need to be provided.

43. LEAVE WITH OUT PAY

- a. The granting of Leave Without Pay (LWOP) is at the discretion of NIPE and approved by the Manager.
- b. LWOP may be granted depending on operational requirements, and only after all leave entitlements (excluding Personal Leave) have been exhausted.
- c. LWOP will not count for service and Annual Leave, Personal Leave and Long Service Leave will not accrue.

44. COMMUNITY SERVICE LEAVE

- a. Fixed Term, Casual or Seasonal employees, are entitled to be absent from work for the purpose of performing certain community service activities such as:
 - (i) voluntary emergency management activities; and
 - (ii) jury service (including attendance for jury selection).
- b. Community Service Leave is unpaid, except in relation to jury service where an employee (other than a Casual or Seasonal employees) is entitled to 'make-up pay' for the first 10 days that the employee is absent for a period of jury service.
- c. NIPE may require the employee to provide evidence that would satisfy a reasonable person:
 - (i) that the employee has taken all necessary steps to obtain any amount of jury service pay to which the employee is entitled; and
 - (ii) the total amount of jury service pay that has been paid, or is payable, to the employee for the period (even if there was no jury service payment).
- d. If NIPE requires evidence, then NIPE is only required to pay the employee upon receipt of the evidence being received.

45. DEFENCE RESERVE LEAVE

- a. An employee may be granted leave (with or without pay) to enable the employee to fulfil Australian Defence Force (ADF) Reserve and Continuous Full Time Service (CFTS) or Cadet Force obligations.
- b. An employee is entitled to leave with pay, of up to 4 weeks during each financial year, and an additional 2 weeks paid leave in the first year of ADF Reserve Service, for the purpose of fulfilling service in the ADF Reserve.
- c. With the exception of the additional two weeks in the first year of service, leave can be accumulated and taken over a period of two years.
- d. An employee who is an officer or instructor of cadets in a Cadet Force maybe granted paid leave of up to three weeks each financial year to perform duties as an officer or instructor of Cadets.
- e. Defence Reserve Leave counts as service for all purposes, except for unpaid leave to undertake CFTS. Unpaid leave for the purpose of CFTS counts for all purposes.

46. PARENTAL LEAVE

- a. Employees are eligible to unpaid parental leave if they have completed 12 months of continuous service with NIPE.
 - (i) This also applies to Casual or Seasonal employees who are employed on a regular and systematic basis for a sequence of periods over at least 12 months and had it not been for the birth or adoption of a child, they would have a reasonable expectation of continuing employment.
- b. Unpaid parental leave must be associated with the birth or adoption of a child and is only available to the primary care giver.
- c. Unpaid Parental leave can commence at any time during the first 12 months following the birth or adoption of the child.
- d. An employee will be entitled to unpaid Parental Leave of up to 52 weeks in a continuous period, which does not count as service for any purpose (paid leave, such as annual leave, may be taken at the same time).
- e. The employee may request to extend the Parental Leave for up to another 52 weeks in a continuous period. The request must be in writing and made 4 weeks before the completion of the initial Parental Leave period. The extended unpaid Parental Leave will not count for service for any purpose.
- f. Each eligible member of an employee couple may take a separate period of up to 12 months of unpaid parental leave. However, if only one person is taking leave, or if one member of an employee couple wishes to take more than 12 months leave, the employee may request a further period of up to 12 months, from their employer.
- g. NIPE may refuse the request for extending the Parental Leave on reasonable business grounds. If NIPE refuses the request, reasons will be provided in writing.

47. ACCESS TO FLEXIBLE WORKING ARRANGEMENTS

- a. All eligible employees will have reasonable access to flexible working arrangements consistent with the National Employment Standards.
- b. Employees are encouraged to initially discuss proposed working arrangements with their Manager and, where possible, reach an agreement that balances both their needs.
- c. The Employee must submit a request in writing and set out details of the change sought and reasons for the change.
- d. NIPE must give the Employee a written response to the request as soon as possible, but within 14 working days, stating whether they approve or refuse the request. NIPE may refuse the request only on reasonable business grounds, but where possible, will provide other options, which may meet the needs of both parties. If NIPE refuses the request, the written response must include the reasons for the refusal.

PART F: PAY RATES

48. RATES OF PAY

- a. NIPE shall pay Fixed Term employees overtime. Any additional hours or days worked will be paid at single rates of pay (i.e. no penalty rates will be applied).
- b. The rates of pay specified in Annex B replace all award based pay rates.
- c. The rates of pay for a Casual or Seasonal employee are specified in Annex B and are inclusive of the 25% casual loading in lieu of leave entitlements.

49. INCREASES TO THE RATES OF PAY

- a. Pay increases shall be effective from
 - (i) 1 July 2016; paid after the date the Agreement becomes operational; and
 - (ii) 1 July each calendar year thereafter until 30 June 2020.
- b. The annual pay increases will be equivalent to the National Minimum Wage increase as determined by the Fair Work Commission.

50. JUNIORS

- a. All employees under the age of 20 years of age may be paid at junior rates of pay in accordance with the following table.

Calculated as a % of the Base Pay Level	
Age	% of Rate of Pay
Under 16 yrs old	50%
16 yrs old	60%
17 yrs old	70%
18 yrs old	80%
19 yrs old	90%
20 yrs old	100%

51. TRAINEES/APPRENTICES

- a. Trainees/Apprentices can be hosted by NIPE through a Group Training Organisation or employed directly.
- b. Trainees/Apprentices engaged directly by NIPE will be paid consistent with the pay rate specified in Annex B.
- c. All Trainees/Apprentices who participate in a Training School will be paid at Trainee Pay Level 1. On completion of the Training School, depending on the certification level (i.e. Certificate III), will be paid at Trainee Pay Level 2 for the duration of the traineeship as specified in Annex A.

PART G: EMPLOYEE ALLOWANCES

NOTE: Where NIPE authorises an employee to incur expenses in the course of the employee's employment, the expense may be reimbursed by NIPE upon provision by the employee of a tax invoice and receipt.

52. EMPLOYEE ACCOMMODATION AND/OR MEALS

- a. In the event that NIPE provides an employee accommodation and/or meals, NIPE may deduct an amount of \$20 per day from the employee's salary (after tax).

NOTE: The amount of \$20 per day will not vary if only accommodation is provided or only meals provided.

- b. If employee accommodation and/or meals are not deducted from the employee's salary, the \$20 per day can be included for the purpose of determining the employee's notional salary package.
- c. Depending on the type of accommodation, NIPE may require the employee to enter into a Residential Tenancy Agreement.
- d. NIPE may inspect the employee's allocated accommodation at any time, at a time nominated by NIPE, by providing the employee 48 hours prior notice. The notice period can be via a notice that indicates that inspections will happen on a regular day each week or fortnight.
- e. In the event NIPE suspects alcohol, drugs or other illicit items are being held on the premises, no prior notice is required.
- f. NIPE may deduct an amount from an employee's salary, termination payments or any other payments for the:
- (i) cost of repairing any damage caused by an employee to NIPE supplied accommodation;
 - (ii) replacement cost of missing or damaged contents; and/or
 - (iii) cost of cleaning, or refurbishing the accommodation that the employee has failed to keep clean, or has wilfully damaged.
- g. Nothing in these provisions is intended to reduce an employee's right to be paid the minimum entitlement as determined by FWA.
- h. Where an employee is required to work overtime, NIPE will supply the employee with a meal. The employee will be supplied with a second meal if the overtime extends into a second meal break.

53. FIRST AID ALLOWANCE

- a. One employee per property may be appointed as a First Aid Officer (FAO) where the GM is satisfied that:
- (i) the employee possesses a recognised senior first aid certificate;
 - (ii) there are more than 3 NIPE employees employed on the property; and
 - (iii) an ongoing ability to retain the valid qualification.
- b. Employees who have been appointed as a FAO will receive an allowance of up to \$20 per fortnight. Part time, Casual or Seasonal employees will receive a pro-rata amount based on rostered working days up to a maximum of \$20 per fortnight.
- c. For Fixed Term employees, the first aid allowance is continued during period of approved paid leave.
- d. During any periods of LWOP, the first aid allowance will not be paid.
- e. The first aid allowance is not paid on termination.

54. REPAIRS TO TOOLS OF TRADE (Including Saddles)

- a. Where NIPE requires an employee to provide their own tools of the trade (including saddle and other horse riding equipment) to properly carry out their duties; such an employee may be eligible to receive reimbursement of up to \$500 per financial year for repairs or replacement of such tools.
- b. To receive reimbursement, the employee must have:
 - (i) physically worked for one full season per period of employment and have utilised the said tools of trade during the course of the season;
 - (ii) the Manager agreeing prior to the repair or replacement of such tools;
 - (iii) the Manager making the recommendation to GM for approval prior to the repair or replacement of such tools; and
 - (iv) provided appropriate documentation evidencing their expenditure.
- c. The annual expenditure reimbursement entitlement under this Clause is non-cumulative per financial year.
- d. Where, in the opinion of the Manager, the requirement for repairs is caused by an unreasonable act or omission on behalf of the employee, or the damage was not caused during the course of employment, the reimbursement will not be approved.
- e. Where the employee loses or damages NIPE provided tools and equipment, the employee may be asked to reimburse NIPE for the cost of its replacement.

PART H: PAYMENT OF SALARY AND RECORD KEEPING

55. PAYMENT METHODS

- a. Salary will be paid fortnightly, in arrears by electronic funds transfer into a Bank or Credit Union account of the employee's choice.
- b. The salary paid shall equate to the number of days (or hours) worked at the applicable rate, plus any other benefits or reimbursements applicable under this Agreement, less any applicable deductions.
- c. NIPE will provide a pay slip each pay cycle

56. NIPE RECORDS

- a. NIPE will maintain employee records that comply with the FW Act.

57. EMPLOYEE RECORDS

- a. The employee agrees to maintain a true and accurate record of attendance (commencement and finishing times plus time taken for lunch) in accordance with NIPE requirements and submit these when required for processing salary.

58. SUPERANNUATION

- a. NIPE shall contribute to NIPE's default superannuation fund Prime Super Fund (or an alternative default fund as notified by NIPE) or alternative complying fund as nominated by the Employee. The required NIPE contributions shall be in accordance with the appropriate superannuation legislation in place at the time.

59. SALARY DEDUCTIONS

- a. NIPE will deduct from an employee's salary any monies owed to NIPE through debts the employee has incurred or through lost or damaged items caused by the employee without any further authorisation by the employee.
- b. Prior to the termination of employment, any monies owing to NIPE shall be repaid by deducting them from final monies or direct payment by the employee. To ensure that all matters are settled, payment of the necessary amount of final monies may be withheld by NIPE

PART I: DISCIPLINARY AND DISPUTE RESOLUTION PROCEDURES

60. DISCIPLINARY AND UNSATISFACTORY WORK PERFORMANCE PROCEDURES

- a. Where a Fixed Term employee's performance or behaviour has been identified as unsatisfactory after the probationary period, the following procedure will be followed at the sole discretion of NIPE:
 - (i) Informal Counselling: The Manager will informally counsel the employee regarding their unsatisfactory performance/behaviour by discussing the issues and identifying any improvement in work performance or behaviour, which may be required.
 - (ii) Written Warning: In the event there is continuing unsatisfactory performance/behaviour, or there is a further unrelated issue of unsatisfactory performance/behaviour, the Manager will advise the employee in writing of the deficiencies and be given not less than 2 weeks to remedy those deficiencies.
 - (iii) Written Recommendation: In the event that those deficiencies are not remedied after the 2 weeks to the reasonable satisfaction of the Manager, the Manager will provide a written recommendation to the CEO or GM to terminate the employee's employment.
 - (iv) Termination Notice: On acceptance of the recommendation, NIPE will provide the employee with written notice to terminate the employment consistent with the National Employment Standards.
- b. Nothing in Clause 60a shall derogate from any rights of either Party to terminate the employment as set out in Clause 63.
- c. Where the performance and/or behaviour is regarded as serious, NIPE may bypass one, some, or all of the above steps.
- d. Casual or Seasonal employees will be terminated without prior notice.

61. DISPUTE RESOLUTION

- a. In the event of a dispute about a matter under this Agreement, or a dispute in relation to the NES, in the first instance the parties must attempt to resolve the matter at the workplace by discussions between the employee or employees concerned and the relevant Manager.
- b. If such discussions do not resolve the dispute, the parties will endeavour to resolve the dispute in a timely manner by discussions between the employee/s concerned the Manager and the CEO or GM.
- c. If a dispute about a matter arising under this Agreement or a dispute in relation to the NES is unable to be resolved at the workplace, and all appropriate steps under Clause 61a and 61b have been taken, a party to the dispute may refer the dispute to FWC.
- d. NIPE or employees may appoint another person, organisation or association to accompany and/or represent them for the purposes of this Clause.
- e. While the dispute resolution procedure is being conducted, work must continue in accordance with this Agreement and the FW Act.
- f. Subject to applicable WHS legislation, an employee must not unreasonably fail to comply with a direction by NIPE to perform work, whether at the same or another workplace that is safe and appropriate for the employee to perform.

PART J: RESIGNATION, TERMINATION AND REDUNDANCY PROVISIONS

62. EMPLOYEE'S NOTICE OF RESIGNATION

- a. A Fixed Term employee will terminate their employment by giving NIPE at least four weeks' written Notice Period unless NIPE agrees to a shorter period.
- b. NIPE at its sole and absolute discretion, may terminate the employee's employment at any time prior to the expiry of the Notice Period nominated by the employee, by making a payment to the employee equal to the employee's salary rate, in lieu of any unexpired part of that Notice Period.
- c. Where a Fixed Term employee fails to give at least four weeks' notice before ceasing work, or otherwise leaves without working out the full Notice Period, NIPE may deduct four weeks' pay (or a pro rata amount) from any accrued entitlements.
- d. Casual or Seasonal employees may terminate without a Notice Period.

63. TERMINATION OF EMPLOYMENT AND ENTITLEMENTS

- a. NIPE may terminate an employee at any time consistent with the FW Act by giving the employee notice in writing of a period consistent with the National Employment Standards (as amended from time to time).
- b. NIPE may in its absolute discretion terminate the employment immediately at any time prior to the expiry of the Notice Period by making a payment to the employee, equal to the value of the employee's salary, in lieu of the period of notice, or for any unexpired part of that Notice Period.

64. REDUNDANCY

- a. If an employee has become redundant to NIPE's requirements, consistent with a genuine redundancy as specified in section 389 of the FW Act, the employee will be entitled to redundancy pay in accordance with the National Employment Standards (as amended from time to time).
- b. There will be no entitlement to a redundancy or severance payment where:
 - (i) a business or part of a business is transmitted from NIPE to another Employer; and
 - (ii) the Employee is treated as continuous by a new Employer.

65. ABANDONMENT OF EMPLOYMENT

Removed as part of the "undertakings" that were made to Fair Work Commission on 22 June 2016.

PART K: DEFINITIONS

66. DEFINITIONS

- a. "Act" means the Aboriginal and Torres Strait Islander Act 2005.
- b. "Agreement" means National Indigenous Enterprises (NIPE) Pty Ltd Enterprise Agreement 2016/2020.
- c. "Cadet Force" means the Australian Navy Cadets, Australian Army Cadets, or the Australian Air Force Cadets.
- d. "Caretaker" means a person who is engaged on an NIPE held property to care or manage the land and assets.
- e. "Casual" means a person engaged and paid on an hourly, daily or weekly basis with no expectation of continuing employment. Such a person is subject to the terms and conditions specifically applying to a Casual within this Agreement.
- f. "Casual Loading" means an additional amount of pay in lieu of any Public Holidays, leave and other entitlements.
- g. "CEO" means Chief Executive Officer of NIPE.
- h. "Confidential Information" means any information about NIPE, the Property or the registered proprietor of the Property or services/products of NIPE including but not limited to technical/policy manuals, designs for technical drawings, computer software/programs, know-how, ideas, diagrams, tables, accounting techniques and intellectual property all of which is not in the public domain.
- i. "Conflict of Interest" means when an employee, a family member or close family friend of an employee, has financial, non-financial or other interests, which influence, or give the appearance of influencing proper consideration or decision-making of NIPE.
- j. "GM" means the General Manager of NIPE.
- k. "Employee" means any person engaged by NIPE under the provision of this Agreement.
- l. "EAP" means Employee Assistance Program and the confidential counselling service is undertaken by an external provider. EAP is available to NIPE employees and their immediate families.
- m. "FWC" means Fair Work Commission.
- n. "FW Act" means Fair Work Act 2009.
- o. "ILC" means the Indigenous Land Corporation.
- p. "Immediate Family" means a spouse, de facto partner, child, parent, grandparent, grandchild or sibling of an employee; or a child, parent, grandparent, grandchild or sibling of the employee's spouse or de facto partner.
- q. "Make-up pay" means the difference between any jury service pay the employee receives (excluding any expense-related allowances) and the employee's rate of pay for the ordinary hours they would have worked.
- r. "Manager" means the person who is engaged to manage the day to day operations of a property or specific work area or work site.

- s. "NES" mean National Employment Standards as defined by FW Act.
- t. "Fixed Term employee" means a person engaged for a fixed period (full time or part-time).
- u. "Notice Period" means the time period that is either given by an employee or provided to an employee by NIPE on termination.
- v. "Hours Worked" means the number of hours an employee has actually worked during a specified work period.
- w. "Ordinary Rate of Pay" means the rates of pay specified in Annex B and payable to an employee for the Hours or Days Worked.
- x. "Ordinary Times Earnings" means the salary for Superannuation purposes of an employee's for Hours Worked not including any additional days or overtime.
- y. "Position" means the primary function or task an Employee is engaged to perform.
- z. "Season" broadly means the peak period of operation for a particular property. In the north of Australia, this is generally from the cessation of the wet season to the commencement of the next wet season. For the purpose of this Agreement, the length of each Season shall be determined by the Manager of each work site, but shall not exceed 12 months.
- aa. "Seasonal employee" means a person engaged to work on a seasonal basis with no expectation of continuing employment.
- bb. "Supervisor" means a person that is engaged by NIPE (or a NIPE delegate) and reports to the Manager.
- cc. "NIPE" means National Indigenous Pastoral Enterprises Pty Ltd (ABN 108 266 548).
- dd. "the Parties" means NIPE and employees who are covered under the provisions of this Agreement.
- ee. "WHS" means Work Health Safety
- ff. "Worksite" means any ILC or NIPE owned or held property over which NIPE employs employees.

Words in the singular include the plural and words in the plural include the singular.

ANNEX A: SUMMARY OF EMPLOYEE WORK LEVEL CATEGORIES

Classifications	
TRAINEE PAY LEVEL 1	BASE PAY LEVEL
<p>The following who are undertaking Certificate I, II or III (including Jackaroo/Jillaroo School):</p> <ul style="list-style-type: none"> • Jackaroo/Jillaroo/Stationhand/Farm Hand • Meat Worker/Boner/Other • Ranger • General Maintenance Worker • Cook; or • Other designated position undertaking a Certificate I, II or III 	<ul style="list-style-type: none"> • Caretaker • Stationhand/Farm Hand • Meat Worker • Ranger • Gardener • General Maintenance Worker • Cook • Cooks Offsider • Home Tutor • Domestic • Bartender • All Rounder
TRAINEE PAY LEVEL 2	
<p>The following who are undertaking Certificate III or IV:</p> <ul style="list-style-type: none"> • Jackaroo/Jillaroo/Stationhand/Farm Hand • Meat Worker/Boner/Other • Ranger • General Maintenance Worker • Cook; or • Other designated position undertaking a Certificate III or IV 	
PAY LEVEL 1	PAY LEVEL 2
<ul style="list-style-type: none"> • Caretaker • Station Hand/Farm Hand • Meat Worker • Ranger • All Rounder • General Maintenance Worker • Bore Runner • Cook • Home Tutor 	<ul style="list-style-type: none"> • Caretaker • Station Hand/Farm Hand • Meat Worker • Ranger • All Rounder • General Maintenance Worker • Bore Runner • Cook (Experienced) • Home Tutor
PAY LEVEL 3	PAY LEVEL 4
<ul style="list-style-type: none"> • Senior Station Hand/Farm Hand • Senior Meat Worker • Machine/Grader Operator • Bore Runner (Advanced) • Cook (Experienced) 	<ul style="list-style-type: none"> • Leading Hand • Butcher (Qualified) • Machine/Grader Operator (Experienced/Ticketed) • Bore Mechanic • Cook (Experienced)
PAY LEVEL 5	Pay Level 6
<ul style="list-style-type: none"> • Head Stockman • Butcher (Supervisor) • Machine/Grader Operator (Advanced/Ticketed) • Chef (Qualified) 	<ul style="list-style-type: none"> • Specialist positions as approved by NIPE Management

NOTE: Where a Classification/Role is not included in the above Table, NIPE will apply due consideration to the skills, abilities and experience of the position and any other relevant matters, to determine an appropriate Pay Level.

More detailed information regarding Employee Work Categories, refer to the NIPE policy document.

ANNEX B: RATES OF PAY

(RATES OF PAY do not include any deduction for Employee Accommodation and/or Meals)

Pay increases are effective on 1 July each calendar year and will be equivalent to the rate specified by the National Minimum Wage Increase as determined by the Fair Work Commission.

NOTE: 25% Casual Loading is paid in lieu of paid public holidays and other paid leave provisions.

SALARY PAY LEVEL		TYPE	Rates effective 1 July 2015	New Classifications Pre 1 July 2016	Rates Effective 1 July 2016 2.4% Increase
Trainee Pay Level 1	TR1PLHR	Hourly	\$NA	\$13.89	\$14.22
	TR1PLDY	Daily	\$NA	\$125	\$128
Trainee Pay Level 1 Rate is inclusive of 25% casual loading	TR1PLCHR	Casual - Hourly	\$NA	\$17.36	\$17.78
	TR1PLCHR	Casual - Daily	\$NA	\$156	\$160
Trainee Pay Level 2	TR2PLHR	Hourly	\$NA	\$15.80	\$16.18
	TR2PLDY	Daily	\$NA	\$142	\$145
Trainee Pay Level 2 Rate is inclusive of 25% casual loading	TR2PLCHR	Casual - Hourly	\$NA	\$19.75	20.22
	TR2PLCHR	Casual - Daily	\$NA	\$178	\$182
Base Pay Level	BASEPLHR	Hourly	\$NA	\$17.29	\$17.70
	BASEPLDY	Daily	\$NA	\$156	\$160
Base Pay Level Rate is inclusive of 25% casual loading	BASEPLCHR	Casual - Hourly	\$NA	\$21.61	\$22.13
	BASEPLCDY	Casual - Daily	\$NA	\$195	\$200
Pay Level 1	1PLHR	Hourly	\$17.67	\$	\$18.22
	1PLDY	Daily	\$170	\$	\$174
Pay Level 1 Rate is inclusive of 25% casual loading	1PLCHR	Casual - Hourly	\$22.09	\$	\$22.78
	1PLCDY	Casual - Daily	\$212	\$	\$218
Pay Level 2	2PLHR	Hourly	\$18.38	\$	\$18.82
	2PLDY	Daily	\$175	\$	\$179
Pay Level 2 Rate is inclusive of 25% casual loading	2PLCHR	Casual - Hourly	\$22.97	\$	\$23.53
	2PLCDY	Casual - Daily	\$219	\$	\$224
Pay Level 3	3PLHR	Hourly	\$19.42	\$	\$19.89
	3PLDY	Daily	\$180	\$	\$184
Pay Level 3 Rate is inclusive of 25% casual loading	3PLCHR	Casual - Hourly	\$24.27	\$	\$24.86
	3PLCDY	Casual - Daily	\$225	\$	\$230
Pay Level 4	4PLHR	Hourly	\$20.71	\$	\$21.21
	4PLDY	Daily	\$190	\$	\$195
Pay Level 4 Rate is inclusive of 25% casual loading	4PLCHR	Casual - Hourly	\$25.89	\$	\$26.51
	4PLCDY	Casual - Daily	\$238	\$	\$243

SALARY PAY LEVEL		TYPE	Rates effective 1 July 2015	New Classifications Pre 1 July 2016	Rates Effective 1 July 2016 2.4% Increase
Pay Level 5	5PLHR	Hourly	\$22.00	\$	\$22.53
	5PLDY	Daily	\$200	\$	\$205
Pay Level 5 Rate is inclusive of 25% casual loading	5PLCHR	Casual - Hourly	\$27.50	\$	\$28.16
	5PLCDY	Casual - Daily	\$250	\$	\$256
Pay Level 6	6PLHR	Hourly	\$25.89	\$	\$26.51
	6PLDY	Daily	\$230	\$	\$236
Pay Level 6 Rate is inclusive of 25% casual loading	6PLCHR	Casual - Hourly	\$31.06	\$	\$33.14
	6PLCDY	Casual - Daily	\$288	\$	\$294

SIGNATORIES TO THE AGREEMENT

EXECUTED as an Agreement on the 31st day of MAY 2016

SIGNED FOR AND ON BEHALF OF:

- National Indigenous Pastoral Enterprises Pty Ltd

[Signature] 31 / 5 / 2016
 Chief Executive Officer Signature

Chief Executive Officer Name:
 GPO Box 652
 ADELAIDE SA 5001

JODIE LINDSAY
 Print Name

IN THE PRESENCE OF:

[Signature] 31 / 5 / 2016
 Witness' Signature

Witness' Name:

ANNETTE BROWN

Address:

17/121 KING WILLIAM STREET
ADELAIDE SA 5001

SIGNED FOR AND ON BEHALF OF:

- The Bargaining Representative for employees

[Signature] 30 / 5 / 2016
 Bargaining Representative's Signature

Bargaining Representative's Name:

Jonathan Motlop
 Print Name

Address:

Crocodile Station
Laura QLD 4892

IN THE PRESENCE OF:

[Signature] 30 / 5 / 2016
 Witness' Signature

Witness' Name:

KARLENE SHEPHARD
 Print Name

Address:

CROCODILE STATION
LAURA QLD 4892



DECISION

Fair Work Act 2009
s.185—Enterprise agreement

National Indigenous Pastoral Enterprises Pty Ltd
(AG2016/3419)

NATIONAL INDIGENOUS PASTORAL ENTERPRISE (NIPE) PTY LTD ENTERPRISE AGREEMENT 2016-2020

Agricultural industry

COMMISSIONER ROE

MELBOURNE, 6 JULY 2016

*Application for approval of the National Indigenous Pastoral Enterprise (NIPE) Pty Ltd
Enterprise Agreement 2016-2020.*

[1] An application has been made for approval of an enterprise agreement known as the *National Indigenous Pastoral Enterprise (NIPE) Pty Ltd Enterprise Agreement 2016-2020* (the Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (the Act). It has been made by National Indigenous Pastoral Enterprises Pty Ltd. 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, 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. The Agreement does not cover all of the employees of the employer, however, taking into account the factors in Section 186(3) and (3A) I am satisfied that the group of employees was fairly chosen.

[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.

[2016] FWCA 4430

[5] The Agreement was approved on 6 July 2016 and, in accordance with s.54, will operate from 13 July 2016. The nominal expiry date of the Agreement is 30 June 2020.



COMMISSIONER

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