



Australian Government
Department of Home Affairs

DESIGNATED AREA MIGRATION
AGREEMENT

Between

Commonwealth of Australia as represented by the
Minister for Immigration, Citizenship and Multicultural Affairs
(the Commonwealth)

and

The Cairns Chamber of Commerce Incorporated
(the Designated Area Representative)
in relation to Far North Queensland

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Parties

The Commonwealth of Australia as represented by the Minister for Immigration, Citizenship and Multicultural Affairs (the "Commonwealth"). The Commonwealth's particulars are set out in **Item 1 of Schedule 1**.

AND

The Cairns Chamber of Commerce Incorporated ABN 25 045 708 264 (the Designated Area Representative). The Designated Area Representative's particulars are set out in **Item 2 of Schedule 1**.

Background

- A. This Agreement reflects the Commonwealth's intention to work with the Designated Area Representative to assist Australian businesses operating in the Designated Area to access workers from overseas to supplement the local labour force where acute skills and labour shortages exist.
- B. This Agreement sets out the process by which the Designated Area Representative and the Commonwealth will co-operate to facilitate Third Parties to enter into Labour Agreements for the purposes of accessing skilled and semi-skilled overseas workers in the Designated Area.
- C. Nothing in this Agreement affects each party's obligations under Law.

1. Definitions

In this Agreement:

Address means a party's address set out in **Item 1 and Item 2 of Schedule 1**.

Adverse Information has the same meaning as in the Migration Regulations.

Agreement or Designated Area Migration Agreement means this Agreement, its schedules and attachments and any documents incorporated by reference in this Agreement.

Annual Turnover means all ordinary gross income earned in the ordinary course of business for the income year.

ANZSCO has the same meaning as in the Migration Regulations.

Australian where the context so admits, means an Australian citizen (whether born in Australia or elsewhere) or a non-citizen who, being usually resident in Australia, is the holder of a permanent visa granted under the Migration Act.

Business Address means the physical or postal address for a party, as set out in **Item 1** and **Item 2** of **Schedule 1**.

Business Day means a day that is not a Saturday, Sunday, or public holiday in the Australian Capital Territory or Queensland.

Cease Date means the cease date specified in **Item 4** of **Schedule 1**.

Concessions means any variations to the requirements prescribed in the Migration Legislation including in relation to the occupation, skills, qualifications, employment background, level of English language proficiency and the Temporary Skilled Migration Income Threshold (TSMIT) required for the nomination and grant of a visa in relation to Overseas Workers in the Designated Area, as specified in **Schedules 4, 5, 6, 7 and 8** of this Agreement (or as otherwise specified by the Commonwealth). These Concessions may be included in a Labour Agreement associated with this Agreement.

Confidential Information means any information, documents and data that is:
 (a) reasonably designated in any way as confidential; or
 (b) which the recipient knows or ought to know is confidential,
 that is provided by the Commonwealth or a Third Party to the Designated Area Representative.

Contact Officer means the officers referred to in **Item 1** and **Item 2** of **Schedule 1**.

Department means the Department of Home Affairs.

Departmental Representative means an officer of the Department appointed by the Department to manage the Department's interests under this Agreement.

Designated Area means the area defined in **Item 3** of **Schedule 1**.

Designated Area Representative or DAR means the party identified in **Item 2** of **Schedule 1**, and includes a reference to any replacement body.

Effective Date means the effective date specified in **Item 4** of **Schedule 1**.

Email Address means a party's email address set out in **Item 1** or **Item 2** of **Schedule 1** of this Agreement.

ENS visa means the Employer Nomination Scheme (subclass 186) visa.

Labour Agreement means a labour agreement entered into by the Minister and a Third Party under the Migration Legislation in relation to one or more Occupations and relevant Concessions in the Designated Area and may include requirements specified in **Schedules 4, 5, 6, 7 and 8** of this Agreement.

Law means any applicable statute, regulation, by-law, ordinance or subordinate legislation in force from time to time in Australia, whether made by a State, Territory, the Commonwealth, or a local government, and includes the common law as applicable from time to time, including the Migration Legislation.

Maximum Numbers mean the maximum numbers of approved nominations for an Occupation in the Designated Area as specified in **Schedule 3**. This is also referred to as a 'nomination ceiling'.

Migration Act means the *Migration Act 1958*.

Migration Legislation means the Migration Act and/or the Migration Regulations and / or any instruments made under the Act or Regulations.

Migration Regulations means the *Migration Regulations 1994*.

Minister means a reference to a "Minister" appointed to administer the Department and includes where relevant, delegates performing relevant functions as the Minister under the Migration Legislation.

National Employment Standards has the same meaning as in the *Fair Work Act 2009*.

Objectives means the objectives of this Agreement as outlined in **Schedule 2**.

Occupations means those occupations prescribed in **Schedule 3**.

Overseas Worker means a person nominated by, or proposed to be nominated by, a Third Party under a Labour Agreement.

Support Services means the services stipulated in **Schedule 10**.

Third Party means a person, company, partnership or an unincorporated association which has:

- (a) applied to be endorsed and may be, or will be, or has been, endorsed by the Designated Area Representative under this Agreement; or
- (b) who is a party to a Labour Agreement (other than the Minister).

TSMIT means the Temporary Skilled Migration Income Threshold specified in an instrument made under the Migration Regulations.

TSS visa means the Temporary Skill Shortage (subclass 482) visa.

2. Interpretation

In this Agreement, unless the context indicates a contrary intention:

(documents) a reference to this Agreement or another document includes any document which varies, supplements, replaces, assigns or novates this Agreement or that other document.

(references) a reference to a party, clause, paragraph, schedule or annexure is a reference to a party, clause, paragraph, schedule or annexure to or of this Agreement.

(headings) clause headings and the table of contents are inserted for convenience only and do not affect interpretation of this Agreement.

(person) a reference to a person includes a natural person, corporation, statutory corporation, body politic, partnership, the Crown and any other organisation or legal entity and their personal representatives, successors, substitutes (including persons taking by novation) and permitted assigns.

(party) a reference to a party to a document includes that party's personal representatives, executors, administrators, successors, substitutes (including persons taking by novation) and permitted assigns.

(requirements) a requirement to do anything includes a requirement to cause that thing to be done, and a requirement not to do anything includes a requirement to prevent that thing being done.

(including) including and includes are not words of limitation, and a list of examples is not limited to those items or to items of a similar kind.

(corresponding meanings) a word that is derived from a defined word has a corresponding meaning.

(singular) the singular includes the plural and vice-versa.

(gender) words importing one gender include all other genders.

(parts) a reference to one or more things includes each part and all parts of that thing or group of things but nothing in this clause implies that part performance of an obligation constitutes performance of that obligation.

(rules of construction) neither this Agreement nor any part of it is to be construed against a party on the basis that the party or its lawyers were responsible for its drafting.

(legislation) a reference to any legislation or provision of legislation includes all amendments, consolidations or replacements and all regulations or instruments issued under it.

(time and date) a reference to a time or date in connection with the performance of an obligation by a party is a reference to the time and date in Australian Capital Territory, Australia, even if the obligation is performed elsewhere.

(writing) a reference to a notice, consent, request, approval or other communication under this Agreement or an agreement between the parties means a written notice, request, consent, approval or agreement.

(replacement bodies) a reference to a body (including an institute, association or any government, local government, statutory, administrative, fiscal or judicial body, department, commission, authority, tribunal, public authority or other person who exercises a relevant authority) which ceases to exist or whose powers or functions are

transferred to another body is a reference to the body which replaces it or which substantially succeeds to its power or functions.

(day) a reference to a day is a reference to a calendar day.

(month) a reference to a month is a reference to a calendar month.

3. Period

3.1 This Agreement commences on the Effective Date.

3.2 Unless terminated earlier in accordance with clause 20, the period of this Agreement ends on the Cease Date.

4. Purpose

4.1 The purpose of this Agreement is to:

- (a) achieve the Objectives;
- (b) outline the roles and responsibilities of the Designated Area Representative and the Commonwealth in achieving the Objectives; and
- (c) set out the arrangements for the Designated Area Representative to assist the Commonwealth in administrative arrangements for processing applications for Labour Agreements and visas in the Designated Area, and monitoring of, and reporting on labour market conditions in the Designated Area.

5. Acknowledgements

5.1 The parties acknowledge that:

- (a) the Commonwealth may, by notice in writing, at any time:
 - (i) amend or update the Objectives, Occupations, Maximum Numbers, Concessions and Support Services for the purposes of this Agreement; or
 - (ii) amend, update or replace any other content in Schedules 2 to 10 of this Agreement;
- (b) this Agreement is not a Labour Agreement;
- (c) this Agreement does not have the effect of making the Designated Area Representative an approved sponsor (within the meaning of the Migration Legislation); and

(d) nothing in this Agreement fetters or detracts from the discretions, functions or powers of the Minister and the Commonwealth under Law, including in determining:

- (i) whether to enter into, suspend or terminate a Labour Agreement with a Third Party;
- (ii) the content of a Labour Agreement; or
- (iii) whether to grant or cancel any visa.

6. Responsibilities of the Designated Area Representative

Collaboration

6.1 The Designated Area Representative will work collaboratively with the Commonwealth to achieve the Objectives.

Managing the endorsement process

6.2 The Designated Area Representative is responsible for endorsing a Third Party seeking access to a Labour Agreement associated with this Agreement.

6.3 In endorsing Third Parties, the Designated Area Representative will ensure that risks are appropriately managed, including ensuring:

- (a) it treats all Third Parties impartially;
- (b) it only endorses Third Parties seeking to enter into a Labour Agreement for the Occupations and Concessions;
- (c) that Third Parties are aware of relevant requirements and obligations under the Migration Legislation;
- (d) it only endorses Third Parties that meet Australian workplace and migration Laws;
- (e) the Third Parties it endorses are aware of and capable of meeting migration requirements, including providing reports as necessary to meet auditing and Departmental requirements; and
- (f) Third Parties seeking to sponsor Overseas Workers for visas with Concessions will only be endorsed by the Designated Area Representative where the Designated Area Representative is satisfied that the Concessions will not undermine the ability of the Overseas Worker to support themselves financially, or lead to exploitation of the Overseas Worker.

6.4 The Designated Area Representative may only endorse Third Parties for a Labour Agreement:

- (a) for the Occupations and with the Concessions; and

- (b) up to the Maximum Number.
- 6.5 If the Designated Area Representative endorses a Third Party to enter into a Labour Agreement then the Designated Area Representative must submit to the Commonwealth a letter of endorsement, in the form specified in Schedule 9, or such other form as is specified by the Commonwealth.
- 6.6 The endorsement provided by the Designated Area Representative must:
- (a) specify that the letter of endorsement is submitted under this Agreement;
 - (b) detail the Third Party's name, including any business name, business and postal address or email, and Australian Business Number;
 - (c) attest that the Third Party has genuinely sought to recruit, within the period specified by the Commonwealth, Australians to the requested Occupations in the Designated Area;
 - (d) attest that the Designated Area Representative has monitored the labour market;
 - (e) attest that the number of prospective Overseas Workers being requested by the Third Party to be engaged in the Designated Area in the Occupations and with the proposed Concessions (if any), are reasonable with regard to the current labour market conditions in those locations;
 - (f) attest that endorsement supports the Objectives;
 - (g) attach the application and any supporting information provided to the Designated Area Representative by the Third Party in seeking endorsement; and
 - (h) be signed on behalf of the Designated Area Representative by a person who is authorised to represent and bind the Designated Area Representative.
- 6.7 The Designated Area Representative must not endorse a Third Party if:
- (a) it reasonably believes the number of prospective Overseas Workers being requested by the Third Party to be engaged in certain locations and Occupations is not appropriate with regard to the current labour market conditions in those locations; or
 - (b) the Third Party has not genuinely sought to recruit, within the period specified by the Commonwealth, Australians to the requested Occupations in the Designated Area; or
 - (c) any Adverse Information is known, or should reasonably be known about the Third Party.
- 6.8 The Designated Area Representative is responsible for putting in place any measures it considers necessary to enable compliance by the Designated Area Representative with its obligations under clauses 6.2 to 6.7, and the monitoring, support, reporting and

evaluation activities referred to in clauses 6.10 to 6.16, including, if necessary, entering into any binding undertakings or agreements with Third Parties.

- 6.9 The Designated Area Representative will provide reasonable assistance to the Commonwealth to support its assessment of applications for nominations or visa applications connected with a Labour Agreement as specified in Schedule 10 of this Agreement or as otherwise agreed between the parties.

Monitoring

- 6.10 The Designated Area Representative must take all reasonable steps to:

- (a) monitor the labour market and the impact of government initiatives designed to assist unemployed, retrenched or disadvantaged Australians;
- (b) ensure that Third Parties give first preference to Australians for a requested Occupation within the Designated Area before seeking to recruit, employ or engage Overseas Workers under a Labour Agreement associated with this Agreement; and
- (c) identify any facts or circumstances that may be a breach of Law by a Third Party and report these to the relevant Commonwealth, State or Territory regulatory or enforcement bodies.

Supporting employers and visa holders

- 6.11 The Designated Area Representative will provide the Support Services in the Designated Area as specified in Schedules 5 and 10 of this Agreement.

Reporting

- 6.12 The Designated Area Representative agrees to attend management meetings as requested by the Commonwealth.
- 6.13 The management meeting may be attended in-person, via teleconference or via videoconference.
- 6.14 The Designated Area Representative agrees to report in writing on the progress of this Agreement and the current labour market in the Designated Area (including the use of Overseas Workers to supplement the local labour force):
- (a) annually on the anniversary of the Effective Date; and
 - (b) within 14 days when requested in writing by the Commonwealth.
- 6.15 Reporting should cover the matters requested by the Commonwealth.

Evaluation

- 6.16 The Designated Area Representative must provide a written evaluation to the Commonwealth within three (3) months following the first anniversary of this Agreement, and within three (3) months of each subsequent anniversary of the Agreement. The evaluation must include:
- (a) progress of the Agreement in meeting the Objectives, including the Designated Area Representative's assessment of whether there remains an ongoing labour market need for Overseas Workers in the Designated Area;
 - (b) details of any significant economic or social changes to the Designated Area that has impacted on the need for Overseas Workers to supplement the local labour force in the Designated Area;
 - (c) an assessment of changes in the employment of Australians and non-Australians in the Designated Area;
 - (d) evidence that the Designated Area Representative has been providing the Support Services during the relevant period; and
 - (e) other information as requested by the Commonwealth.

Use of reports and evaluations

- 6.17 The Designated Area Representative agrees that the Commonwealth may use, copy, reproduce, adapt, modify and communicate any reports and evaluation material provided by the Designated Area Representative under this Agreement for any purpose, and warrants that the exercise of these rights by the Commonwealth as contemplated in this clause will not infringe the intellectual property or moral rights of any person.

7. Responsibilities of the Commonwealth

Consideration of Third Party Request for a Labour Agreement

- 7.1 The Commonwealth will consider a Third Party's request to enter into a Labour Agreement on receipt of a letter of endorsement provided by the Designated Area Representative and may refer the request to the Minister for consideration.
- 7.2 If the Minister approves the Third Party's request for a Labour Agreement, the Minister may enter into a Labour Agreement with the Third Party in accordance with the Migration Legislation.
- 7.3 The Commonwealth will, subject to any confidentiality obligations in a Labour Agreement, provide the Designated Area Representative with a copy of any Labour Agreement entered into by the Minister and the Third Party.

- 7.4 If the Minister does not approve the Third Party's request to enter into a Labour Agreement, the Commonwealth will notify the Third Party and the Designated Area Representative of this decision.

Management and monitoring

- 7.5 The Commonwealth will manage the Designated Area Migration Deed of Agreement with regard to the Objectives.
- 7.6 The Commonwealth will monitor the Designated Area Representative's compliance with the terms of this Agreement.

8. Indemnity

- 8.1 The Designated Area Representative indemnifies the Commonwealth from and against any cost or liability incurred by the Commonwealth, or loss or expense incurred by the Commonwealth in dealing with any claim against it, including legal costs and expenses on a solicitor/own client basis and the cost of time spent, resources used or disbursements paid by the Commonwealth, arising from a breach by the Designated Area Representative of this Agreement.
- 8.2 The right of the Commonwealth to be indemnified under this clause 8 is in addition to, and not exclusive of, any other right, power or remedy provided by law, but the Commonwealth is not entitled to be compensated in excess of the amount of the relevant cost, liability, loss, damage or expense.
- 8.3 The provisions of this clause 8 survive termination or expiration of this Agreement.

9. Dispute Resolution

- 9.1 The parties will deal with any dispute arising during the course of this Agreement as follows:
- (a) the party claiming that there is a dispute must notify the other party of the dispute;
 - (b) the parties will use reasonable endeavours to resolve the dispute by direct negotiation between the Contact Officers;
 - (c) if negotiations between the Contact Officers fail to resolve the dispute, the matter can be escalated to an appropriate level to ensure prompt resolution of the matter in a manner consistent with good administration.
- 9.2 Both parties will continue to meet their obligations under this Agreement until the dispute or issue is resolved or as otherwise notified by the Commonwealth.
- 9.3 If the dispute or issue is not resolved after the dispute resolution process in this clause 9 has been implemented, then either one of the parties may terminate this Agreement.

10. Access

10.1 The Designated Area Representative acknowledges that:

- (a) The rights of the Commonwealth under this Agreement are in addition to any relevant power, right or entitlement of the Auditor-General or the Australian Information Commissioner; and
- (b) Nothing in this Agreement reduces, limits, restricts or derogates from in any way any relevant function, power, right or entitlement of the Auditor-General or the Australian Information Commissioner.

10.2 The Designated Area Representative must allow the Commonwealth or its nominee access to the Designated Area Representative's premises, personnel, documents and other records, and all assistance reasonably requested, at all reasonable times to inspect and copy all relevant documentation and records, however stored, in the Designated Area Representative's possession or control, with respect to the Designated Area Representative's performance of its obligations under this Agreement.

10.3 The Commonwealth's rights in clause 10.2 are subject to:

- (a) the provision of reasonable prior notice to the Designated Area Representative;
- (b) compliance with the Designated Area Representative's reasonable security procedures;
- (c) each party bearing its own cost arising out of or in connection with any access, audit or inspection; and
- (d) if requested by the Designated Area Representative, entering into a deed of confidentiality relating to non-disclosure of the Designated Area Representative's confidential information in a form reasonably acceptable to the Designated Area Representative.

10.4 The Designated Area Representative must provide any relevant information as requested by the Commonwealth from time to time, within 14 days of the Commonwealth's request, with respect to the Designated Area Representative's performance of its obligations under this Agreement.

10.5 This clause 10 will survive for seven (7) years from the date of expiration or termination of this Agreement.

11. Retention of Documents

11.1 The Designated Area Representative must retain all documents relating to this Agreement for a minimum of 7 years from the expiration or termination of this Agreement.

12. Notices

12.1 Any notice, demand, consent or other communication given or made under this Agreement must be signed by the party giving or making it (or signed on behalf of that party by its authorised representative) except in the case of an email; and

- (a) left at, or sent by ordinary or pre-paid post to, the Business Address of the recipient; or
- (b) sent to the Email Address of the recipient.

12.2 A party may change its Business Address or Email Address for the purpose of service by giving notice of that change to the other party in accordance with this clause 12.

12.3 Any communication will be taken to be received by the recipient:

- (a) in the case of a letter, on the third Business Day after the date of posting;
- (b) in the case of an email, at the end of the day in which it is transmitted, providing the sender does not receive an email delivery failure notification in respect of the email.

13. Relationship Between Parties

13.1 Nothing in this Agreement:

- (a) constitutes a partnership between the parties; or
- (b) except as expressly provided, makes a party an agent of another party for any purpose.

13.2 A party cannot in any way or for any purpose:

- (a) bind another party; or
- (b) contract in the name of another party.

13.3 If a party must fulfil an obligation and that party is dependent on another party, then that other party must do each thing reasonably within its power to assist the other in the performance of that obligation.

13. Time For Doing Acts

13.1 If the time for doing any act or thing required to be done or a notice period specified in this Agreement expires on a day other than a Business Day, the time for doing that act or thing or the expiration of that notice period is extended until the following Business Day.

13.2 If any act or thing required to be done is done after 5.00pm on the specified day, it is taken to have been done on the following Business Day.

14. Further Assurances, Variation

- 14.1 Each party must promptly execute all documents and do all other things reasonably necessary or desirable to give effect to the arrangements recorded in this Agreement.
- 14.2 Unless otherwise specified in this Agreement, a provision of this Agreement can only be varied by a later written document executed by or on behalf of all parties.

15. No Assignment, Subcontracting

- 15.1 The Designated Area Representative cannot assign its rights under this Agreement without the prior written consent of the Commonwealth. The Commonwealth may impose conditions on any consent provided under this clause 15.1.
- 15.2 The Designated Area Representative must not, except with the Commonwealth's prior written approval, subcontract the whole or part of the Designated Area Representative obligations under this Agreement.
- 15.3 The Designated Area Representative must notify the Commonwealth if functions and powers relevant to this Agreement are transferred (or are to be transferred) to another government agency body (a replacement body) as a result of any administrative rearrangement or machinery of government change.

16. Legal Expenses

- 16.1 Each party must pay its own legal costs and disbursements in connection with the negotiation, preparation, execution and carrying into effect of this Agreement.

17. Entire Agreement

- 17.1 The contents of this Agreement constitute the entire agreement between the parties and supersede any prior negotiations, representations, understandings or arrangements made between the parties regarding the subject matter of this Agreement, whether orally or in writing.
- 17.2 If there is any inconsistency between the terms of this Agreement, a descending order of precedence will be accorded to:
 - (a) the terms of this Agreement excluding schedules and attachments annexed to the Agreement;
 - (b) the schedules to the Agreement;
 - (c) any attachments annexed to the Agreement; and
 - (d) any documents incorporated by reference into this Agreement,

so that the terms of the higher ranked document, to the extent of the inconsistency, will prevail.

18. Severability, Waiver

- 18.1 If any provision of this Agreement is held to be unlawful, invalid, unenforceable or in conflict with any Law, it is to be severed so that the validity and enforceability of the remaining provisions are not affected.
- 18.2 A right or remedy created by this Agreement cannot be waived except in writing signed by the party entitled to that right. Delays by a party in exercising a right or remedy does not constitute a waiver of that right or remedy, nor does a waiver (either wholly or in part) by a party of a right operate as a subsequent waiver of the same right or of any other right of that party.

19. Conflict Of Interest

- 19.1 Each party warrants that, to the best of its knowledge after making diligent inquiry, at the date of signing this Agreement no conflict of interest exists or is likely to arise under this Agreement.
- 19.2 If, during the period of this Agreement, a party becomes aware of a conflict of interest or a risk of conflict of interest arising, each party undertakes to notify the other party immediately in writing of that conflict or risk.

20. Termination

- 20.1 Either party may, in its discretion, terminate this Agreement at any time for any reason by giving 28 days' written notice to the other party.
- 20.2 The Designated Area Representative is not entitled to any compensation or payments as a result of the Commonwealth terminating this Agreement under this clause 20.

21. Pre-contractual warranty

- 21.1 The Designated Area Representative warrants that information supplied to the Commonwealth with respect to the Designated Area Representative being a fit and proper person to enter into this Agreement, and upon which the Department relied, is true and correct.

22. Confidential Information

- 22.1 The Designated Area Representative agrees to use the Confidential Information only as is legitimate and necessary for the purpose of this Agreement.
- 22.2 The Designated Area Representative agrees to secure all Confidential Information against loss and unauthorised access, use, modification or disclosure.
- 22.3 The Designated Area Representative agrees to implement security procedures to ensure that it meets its obligations under this Agreement.

- 22.4 The Designated Area Representative will not, without the prior written authorisation of the Commonwealth, disclose any Confidential Information to any person, other than its officers, employees and contractors who require access for the purpose of this Agreement, unless the disclosure is required by law.
- 22.5 An authorisation provided by the Commonwealth under clause 22.4 may include conditions on the disclosure and the Designated Area Representative must comply with any such conditions.
- 22.6 Where the Designated Area Representative is required to disclose the Confidential Information, it must:
- (a) use its best endeavours to notify the Commonwealth prior to disclosing the Confidential Information;
 - (b) provide the Commonwealth full details of the relevant legal requirement and information to be disclosed; and
 - (c) take any reasonable action requested by, and reasonably cooperate with any action taken by, the Commonwealth to challenge, prevent or limit such disclosure.
- 22.7 The Designated Area Representative agrees to notify the Commonwealth immediately if it becomes aware of a breach or possible breach of any of its obligations under applicable privacy laws.
- 22.8 The Designated Area Representative agrees to notify the Commonwealth immediately, and provide full details, if it becomes aware or reasonably suspect that:
- (a) Confidential Information has, or might have been, accessed, used, modified or disclosed in any way other than as permitted under this Agreement; or
 - (b) there has been any other breach of this Agreement.
- 22.9 The provisions of this clause 22 survive termination or expiration of this Agreement.

23. Governing Law and Jurisdiction

- 23.1 ~~The laws applicable in the Australian Capital Territory govern this Agreement.~~
- 23.2 The parties submit to the non-exclusive jurisdiction of the courts of Australian Capital Territory and any courts competent to hear appeals from those courts.

24. Counterparts

- 24.1 This Agreement may consist of a number of counterparts and the counterparts taken together constitute one and the same instrument.

Schedule 1 Particulars

Item 1 Commonwealth Particulars

Name: Department of Home Affairs

Address: 6 Chan St, Belconnen ACT 2617

Telephone Number: s.22(1)(a)(ii)

Email address: s.22(1)(a)(ii)@homeaffairs.gov.au

Contact Officer: Director, Employer Sponsored Program Management Section

Item 2 Designated Area Representative Particulars

Name: The Cairns Chamber of Commerce Incorporated
ABN: 25045708264

Business Address: Suite M2a, Mezzanine Level
The Pier, Pierpont Road
CAIRNS QLD 4870

Postal Address: PO BOX 2336
CAIRNS QLD 4870

Telephone Number: s.22(1)(a)(ii)

Email Address: s.22(1)(a)(ii)@cairnschamber.com.au

Contact Officer: s.22(1)(a)(ii) Chief Executive Officer

Item 3 Designated Area

The Designated Area covered by this Agreement: Far North QLD (FNQ) Region comprising the QLD Local Government Areas of Cairns, Cassowary Coast, Douglas, Mareeba and Tablelands. Specifically this includes the following postcode ranges;

4852	4868-4873
4854-4856	4878-4883
4858-4861	4885-4886
4865	

Item 4 Commencement and period

Effective Date: The date on which this Agreement is signed by the parties, or if signed on separate days, the date of the last signing.

Cease Date: Five years from the Effective Date.

Schedule 2 Objectives of the Designated Area Migration Agreement

The objectives of the Agreement are to complement existing Australian Government initiatives to address skills and labour shortages by:

- 1) Providing the Designated Area with a flexible mechanism to address workforce shortages and support workforce planning.
- 2) Enabling employers in the Designated Area, who are unable to recruit appropriately qualified Australians, to supplement their workforce with overseas workers.
- 3) To support the expansion of the Designated Area economy through jobs growth.
- 4) Ensuring that Overseas Workers sponsored through Labour Agreements receive terms and conditions that meet applicable Australian workplace law and are no less favourable than those provided to Australian workers.
- 5) Promoting the training of Australians by employers entering into a Labour Agreement.

Schedule 3 Occupations and Maximum Numbers

Item 3.1 Maximum number of approved nominations

Year 1	200 approved nominations for TSS/ENS visas
Year 2	to be advised following annual review
Year 3	to be advised following annual review
Year 4	to be advised following annual review
Year 5	to be advised following annual review

The following occupations are approved under this Agreement.

Table 1: Occupation List

ANZSCO or 6 digit Code	Occupation	ANZSCO Skill Level
141999	Accommodation and Hospitality Managers (nec)	2
551111	Accounts clerk	4
231111	Aeroplane Pilot	1
423111	Aged or disabled carer	4
721111	Agricultural and horticultural mobile plant operator	4
311111	Agricultural Technician	2
231199	Air Transport Professionals (nec)	1
323111	Aircraft Maintenance Engineer (Avionics)	3
323112	Aircraft Maintenance Engineer (Mechanical)	3
323113	Aircraft Maintenance Engineer (Structures)	3
362212	Arborist	3
399111	Boat Builder and Repairer	3
312112	Building Associate	2
351211	Butcher or smallgoods maker	3
342411	Cabler (Data and Telecommunications)	3
141111	Cafe or Restaurant Manager	2
399512	Camera Operator (Film, Television or Video)	3
731212	Charter and Tour Bus Driver	4
351311	Chef	2
134111	Child Care Centre Manager	1
421111	Child Care Worker	4
411711	Community Worker	2
149311	Conference and Event Organiser	2
234311	Conservation Officer	1
351411	Cook	3
272199	Counsellors (nec)	1
121299	Crop Farmers (nec)	1
149212	Customer Service Manager	2

ANZSCO or 6 digit Code	Occupation	ANZSCO Skill Level
121313	Dairy Cattle Farmer	1
899211	Deck hand	4
423211	Dental assistant	4
411211	Dental Hygienist	2
321212	Diesel Motor Mechanic	3
411712	Disabilities Services Officer	2
399911	Diver	3
452311	Diving Instructor (Open Water)	3
272112	Drug and Alcohol Counsellor	1
342314	Electronic Instrument Trades Worker (General)	3
411411	Enrolled Nurse	2
411713	Family Support Worker	2
070499	Farm Inspector	3
070499	Farm Supervisor	3
212314	Film and Video Editor	1
323213	Fitter-Welder	3
231113	Flying Instructor	1
121213	Fruit or Nut Grower	1
134299	Health and Welfare Services Managers (nec)	1
231114	Helicopter Pilot	1
141311	Hotel or Motel Manager	2
431411	Hotel service manager	3
313199	ICT Support Technicians (nec)	2
234516	Marine Biologist	1
323299	Metal Fitters and Machinists (nec)	3
321211	Motor Mechanic (General)	3
321213	Motorcycle Mechanic	3
423312	Nursing support worker	4
251312	Occupational Health and Safety Adviser	1
311399	Primary Products Inspectors (nec)	2
612112	Property Manager	3
070499	Restaurant Supervisor	3
231212	Ship's Engineer	1
321214	Small Engine Mechanic	3
249311	Teacher of English to Speakers of Other Languages	1
342412	Telecommunications Cable Jointer	3
451412	Tour guide	4
451799	Travel Attendants (nec)	3
451612	Travel Consultant	4
361311	Veterinary Nurse	3

ANZSCO or 6 digit Code	Occupation	ANZSCO Skill Level
242211	Vocational Education Teacher	1
411716	Youth Worker	2

Item 3.2 Caveats not to apply

None of the matters specified in an instrument made under sub regulation 2.72(9) of the Migration Regulations, for the purpose of determining whether an occupation applies to a nominee, (called 'caveats' in Departmental policy instructions) applies to any occupation specified in this Agreement.

Schedule 4 Occupations not in ANZSCO

The parties agree to the inclusion of the following occupations, not listed in ANZSCO, in this Agreement. For the purposes of nomination application and assessment, the tasks and relevant 6-digit codes for these occupations are outlined below:

Occupation: Farm Inspector (Equivalent to ANZSCO Skill Level 3)

6-digit Code: 070499

Reports to: Farmer/Farm Manager

Position Description: The role of Farm Inspector is to inspect livestock, plants and agricultural produce to ensure healthy production compliance with industry and government standards with respect to quarantine, quality, food safety and licensing.

Tasks:

- Inspection of livestock, plantation, fruit and machinery with compliance to quarantine and food safety regulations
- Monitoring and checking effectiveness of farming operations to maintain crop/livestock health and growth
- Maintaining knowledge of pests and diseases relevant to crops and livestock
- Inspect produce for quality, size and purity - identifying produce that is of substandard quality
- Identify faults in produce quality to determine causes of defects and make recommendations implementing procedures to rectify.
- Checking final produce to ensure meets the required industry standards.
- Inspects equipment in packaging facility to ensure proper functioning and is clean and operational.
- Training and supervising farm hands in grading produce to ensure industry and government standards
- Ensuring that required standards of hygiene are observed at storage, processing and packing facilities
- Ensure and enforce compliance with government regulations and health and safety standards.

Skills, qualifications and experience: The skills, qualifications and experience for the occupation of Farm Inspector are as per Schedule 5 of this Agreement.

Occupation: Farm Supervisor (Equivalent to ANZSCO Skill Level 3)

6-digit Code: 070499

Reports to: Farmer/Farm Manager

Position Description: The role of Farm Supervisor is to oversee and supervise farm operations such as; livestock management, crop cultivation, fruit and vegetable production and other agricultural enterprises. The Farm Supervisor is responsible for supervising farm hands; therefore leadership skills are highly beneficial.

Tasks:

- Recruit, train and supervise farm workers – coordinate and direct their activities
- Supervise a wide range of farm operations including cultivation, sowing, spraying and harvesting
- Ensures deadlines are met for activities such as seeding and harvesting
- Confers with managers to coordinate activities with other farm units
- Monitoring staff rosters, hours, performance and resolving and grievances
- Organises transportation for livestock and crops
- Oversees the work of farming units and suggests improvements and changes
- Inspect farm buildings and equipment, ensuring routine maintenance is carried out and repairs are made when necessary
- Installation, maintenance and regular monitoring of irrigation system.
- Ensure and enforce compliance with government regulations and health and safety standards

Skills, qualifications and experience: The skills, qualifications and experience for the occupation of Farm Supervisor are as per **Schedule 5** of this Agreement.

Occupation: Restaurant Supervisor (Equivalent to ANZSCO Skill Level 3)

6-digit Code: 070499

Reports to: Restaurant Manager

Position Description: The role of Restaurant Supervisor is to supervise, coordinate and train food and beverage staff and ensure a high level of customer service is delivered to guests.

Tasks:

- Supervision, training and coordination of food and beverage employees
- Holding keys for the security of gaming, bar and bottle shop areas
- Entry/supervision of entries in accounting records required to be kept and maintained under the relevant industry standards
- Responsibility for gaming conduct and internal parts of machines
- Attendance/operation of a gaming machine terminal
- Arranging of remedial repairs to gaming equipment
- Confers with managers to coordinate activities with other establishment sections
- Preparing displays and presenting stock, including specials
- Organizing the cleaning bar areas, glasses and equipment
- Preparing and mixing a range of sophisticated drinks
- Taking reservations, greeting and seating guests
- Maintain stock control
- Practicing proper workplace health and safety procedures
- Communicate effectively with customers and fellow staff
- Monitoring staff rosters, performance and resolving and grievances
- Respond to customer requests in a professional and timely manner
- Promote the employer's services and facilities to customers when appropriate
- Assist in maintaining customer service standards set by the employer
- Ensure the work area complies with the highest standards of cleanliness
- Ensure that customers are served in a professional and diligent manner

- Other incidental and peripheral duties as requested by the employer

Skills, qualifications and experience: The skills, qualifications and experience for the occupation of Restaurant Supervisor are as per **Schedule 5** of this Agreement

Schedule 5 Qualifications and Experience

The following skills, qualifications, experience and employment background requirements apply to the occupations listed in the tables below in relation to TSS visas and, where eligible under the permanent residence pathway, ENS visas.

Item 5.1 Occupations with no skills, qualifications or post-qualification work experience concessions (ANZSCO Skill Level 1-3)

For the occupations specified in Tables 2 to 5, the following skills, qualifications, experience and employment background criteria will apply to any nomination for these occupations or any application for a TSS or ENS visa made under the Migration Legislation.

Skills Assessment

Qualifications are to be assessed by the relevant Skills Assessing Authority (as specified in the Labour Agreement) as being at least equivalent to the relevant Australian Qualifications Framework (AQF) qualification detailed for the relevant tables below, in order to assist the Minister's decision as to whether the visa applicant has the necessary qualifications for the position.

The Minister may require a person to demonstrate that he or she has the skills that are necessary to perform the tasks of the nominated occupation by undertaking a skills assessment conducted by an independent Skills Assessing Authority (as specified in the Labour Agreement). Any skills assessment must be certified as being in accordance with the arrangements agreed to in writing with the Commonwealth prior to the first Labour Agreement being entered into. A skills assessment is required for applications lodged for the occupations listed in Tables 2 to 5.

Work experience must be certified by the DAR as being genuine and relevant to the nominated occupation/position, in order to assist the Minister's decision as to whether the visa applicant has the necessary employment background for the position.

ANZSCO Skill Level 1 - 3 Occupations

The occupations outlined in Table 2 must meet the following requirements:

1. A visa applicant must undergo a skills assessment by the relevant Skills Assessing Authority (as specified in the Labour Agreement), and
2. Meet the skill level requirements as defined in ANZSCO, and
3. Have at least two years post qualification experience (38 plus hours per week)

Table 2: Occupations with no skills, qualifications or post-qualification work experience concessions (ANZSCO Skill Level 1-3 Occupations)

ANZSCO or 6 digit Code	Occupation	ANZSCO Skill Level
141999	Accommodation and Hospitality Managers (nec)	2
231111	Aeroplane Pilot	1
311111	Agricultural Technician	2
231199	Air Transport Professionals (nec)	1

ANZSCO or 6 digit Code	Occupation	ANZSCO Skill Level
323111	Aircraft Maintenance Engineer (Avionics)	3
323112	Aircraft Maintenance Engineer (Mechanical)	3
323113	Aircraft Maintenance Engineer (Structures)	3
362212	Arborist	3
399111	Boat Builder and Repairer	3
312112	Building Associate	2
351211	Butcher or smallgoods maker	3
342411	Cabler (Data and Telecommunications)	3
141111	Cafe or Restaurant Manager	2
399512	Camera Operator (Film, Television or Video)	3
351311	Chef	2
134111	Child Care Centre Manager	1
411711	Community Worker	2
149311	Conference and Event Organiser	2
234311	Conservation Officer	1
351411	Cook	3
272199	Counsellors (nec)	1
121299	Crop Farmers (nec)	1
149212	Customer Service Manager	2
121313	Dairy Cattle Farmer	1
411211	Dental Hygienist	2
321212	Diesel Motor Mechanic	3
411712	Disabilities Services Officer	2
399911	Diver	3
452311	Diving Instructor (Open Water)	3
272112	Drug and Alcohol Counsellor	1
342314	Electronic Instrument Trades Worker (General)	3
411411	Enrolled Nurse	2
411713	Family Support Worker	2
212314	Film and Video Editor	1
323213	Fitter-Welder	3
231113	Flying Instructor	1
121213	Fruit or Nut Grower	1
134299	Health and Welfare Services Managers (nec)	1
231114	Helicopter Pilot	1
141311	Hotel or Motel Manager	2
431411	Hotel service manager	3
313199	ICT Support Technicians (nec)	2
234516	Marine Biologist	1
323299	Metal Fitters and Machinists (nec)	3
321211	Motor Mechanic (General)	3

ANZSCO or 6 digit Code	Occupation	ANZSCO Skill Level
321213	Motorcycle Mechanic	3
251312	Occupational Health and Safety Adviser	1
311399	Primary Products Inspectors (nec)	2
612112	Property Manager	3
231212	Ship's Engineer	1
321214	Small Engine Mechanic	3
249311	Teacher of English to Speakers of Other Languages	1
342412	Telecommunications Cable Joiner	3
451799	Travel Attendants (nec)	3
361311	Veterinary Nurse	3
242211	Vocational Education Teacher	1
411716	Youth Worker	2

Non-ANZSCO Occupations

For occupations listed in Schedule 4 (not in ANZSCO) and in Table 3 below the following skill and experience requirements apply. The visa applicant must;

- undergo a skills assessment conducted by the relevant Skills Assessing Authority (as specified in the Labour Agreement)

AND

- Have at least a relevant AQF or equivalent Certificate IV with at least one year (20 hrs+ per week) relevant post qualification experience

Table 3: Specified Non-ANZSCO (equivalent Skill Level 3) Occupation

ANZSCO or 6 digit Code	Occupation	Equivalent ANZSCO Skill Level
070499	Farm Inspector	3
070499	Farm Supervisor	3
070499	Restaurant Supervisor	3

Item 5.2 ANZSCO Skill Level 4 Occupations

General ANZSCO Skill Level 4 Occupations

The following skills requirements are to be met for the following ANZSCO skill level 4 occupations, as outlined in Table 4. The visa applicant must:

- undergo skills assessment conducted by the relevant Skills Assessing Authority (as specified in the Labour Agreement)

AND MEET ONE OF THE FOLLOWING GROUPS OF REQUIREMENTS

- Have at least a relevant AQF or equivalent Cert II with at least one and a half years (20 plus hours per week) relevant post qualification experience

OR

- Have at least a relevant AQF or equivalent Cert III with at least one year (20 plus hours per week) relevant post qualification experience

OR

- Have at least two years (no less than 38 hours per week) relevant experience.

Table 4: General ANZSCO Skill Level 4 Occupations

ANZSCO or 6 digit Code	Occupation	ANZSCO Skill Level
551111	Accounts clerk	4
721111	Agricultural and horticultural mobile plant operator	4
731212	Charter and Tour Bus Driver	4
899211	Deck hand	4
451412	Tour guide	4
451612	Travel Consultant	4

Specified ANZSCO Skill Level 4 Occupations

The following skills requirements are to be met for the following ANZSCO skill level 4 occupations in the aged, disabled, health and child care sector as outlined in Table 5. The visa applicant must:

- Undergo skills assessment conducted by the relevant Skills Assessing Authority (as specified in the Labour Agreement), and
- Have at least a relevant AQF Cert III or higher qualification, and
- Have at least two years (38 plus hours per week) relevant post qualification experience

Table 5: Specified ANZSCO Skill Level 4 Occupations

ANZSCO or 6 digit Code	Occupation	ANZSCO Skill Level
423111	Aged or disabled carer	4
421111	Child Care Worker	4
423211	Dental assistant	4
423312	Nursing support worker	4

Schedule 6 Concession to the Temporary Skilled Migration Income Threshold (TSMIT)

In relation to the nomination of occupations for TSS visas and ENS visas, the Designated Area Representative acknowledges that the following additional requirements must be met by a Third Party. These requirements will be included in the Labour Agreements associated with this Agreement. Individual Labour Agreements will specify which Occupations are concessional occupations (if any) and which TSMIT concessions (if any) will apply for a Third Party who enters into a Labour Agreement.

- 'Non-concessional occupation' means an occupation that may be nominated under this Agreement but is not specified in Table 6.
- 'Concessional occupation' means an occupation specified in Table 6.

For both concessional and non-concessional occupations:

- 'Annual Market Salary Rate' has the same meaning as in the Migration Regulations, and is determined in accordance with the instrument which specifies the method for determining the Annual Market Salary Rate for an occupation nominated under section 140GB of the Migration Act or an occupation in relation to which a position is nominated under regulation 5.19 of the Migration Regulations.
- 'Annual Earnings' means an Overseas Worker's Earnings calculated on an annual basis.

Non-concessional occupations

'Earnings' has the same meaning as in the Migration Regulations.

In relation to an Overseas Worker who is nominated for a non-concessional occupation in relation to a TSS visa, the nominating Third Party must meet the legislative requirements relating to TSMIT, Annual Market Salary Rate and Annual Earnings which would apply if the Overseas Worker were nominated in relation to the Short-term stream or Medium-term stream in the standard TSS visa program.

In relation to an Overseas Worker who is identified for a non-concessional occupation in relation to an ENS visa, the nominating Third Party must meet the legislative requirements relating to TSMIT, Annual Market Salary Rate and Annual Earnings which would apply if the Overseas Worker were identified in relation to the Temporary Residence Transition stream or the Direct Entry stream in the standard ENS visa program.

Concessional occupations

In relation to an Overseas Worker who is nominated/identified for a concessional occupation in relation to a TSS visa or an ENS visa, in accordance with the applicable concession type set out below, the nominating Third Party must provide the Overseas Worker with an amount of Annual Earnings which is equal to or greater than:

- the Annual Market Salary Rate, and

- Reduced TSMIT (for TSMIT concession type 1) or TSMIT (for TSMIT concession types 2 - 4).

'Reduced TSMIT' means 90% of TSMIT.

The Designated Area Representative will specify in the attachment to their endorsement letter, the TSMIT Concession type applicable to each endorsed concessional Occupation, as supported by a Third Party's evidence-based case for the concession to apply.

TSMIT Concession types

Employers may seek endorsement from the Designated Area Representative for one of the following concession types to apply to an Occupation.

TSMIT Concession types

	Type 1	Type 2	Type 3	Type 4
Monetary Earnings	Reduced TSMIT	TSMIT less Non-monetary earnings (other)	TSMIT less Non-monetary earnings (food & board)	TSMIT less Non-monetary earnings (all)
Non-monetary earnings (food & board)	Nil	Nil	Annual board not exceeding published Cairns home stay rates	Annual board not exceeding published Cairns home stay rates
Non-monetary earnings (other)	Nil	Capped at 10% of TSMIT	Nil	Capped at 10% of TSMIT
Total Annual Earnings	Reduced TSMIT	TSMIT	TSMIT	TSMIT

Type 1: Reduced TSMIT, and Earnings to include Guaranteed Overtime

*Reduced TSMIT applies.

'Earnings' has the same meaning as in the Migration Regulations except that it also includes guaranteed overtime where:

- The guaranteed overtime is consistent with standard industry practice within the sector;
- There are equivalent Australians performing equivalent work in the Third Party's workplace at the same location and whose arrangements have been guaranteed in an industrial arrangement for those workers; and

- At the time of nomination the Third Party provides evidence that the hours are guaranteed within the employment contract for the Overseas Worker, and confirms the hours are consistent with the National Employment Standards; and
- Application of the concession is subject to the Earnings being in line with applicable Industrial Awards or Enterprise Agreements and not below levels for Australian employees in comparable roles.

Types 2, 3 and 4: TSMIT, and Earnings to include Guaranteed Overtime and Non-Monetary and Monetary Benefits

The Annual Earnings must be equal to or greater than TSMIT, and the Annual Earnings may include monetary and non-monetary benefits.

'Earnings' has the same meaning as in the Migration Regulations except that it also includes:

1. Guaranteed overtime where:
 - The guaranteed overtime is consistent with standard industry practice within the sector;
 - There are equivalent Australians performing equivalent work in the Third Party's workplace at the same location and whose arrangements have been guaranteed in an industrial arrangement for those workers; and
 - At the time of nomination the Third Party provides evidence that the hours are guaranteed within the employment contract for the Overseas Worker, and confirms the hours are consistent with the National Employment Standards; and
 - Application of the concession is subject to the Earnings being in line with applicable Industrial Awards or Enterprise Agreements and not below levels for Australian employees in comparable roles; and
2. Monetary and non-monetary benefits, where:
 - The benefits support the living costs of the Overseas Worker;
 - The Overseas Worker would have incurred that cost had it not been provided by the Third Party;
 - The benefits are quantifiable;
 - The benefits are consistent with the terms and conditions provided to existing Australians employed in a similar position;
 - The benefits are guaranteed in the employment contract; and
 - The benefits exclude contingent payments such as overtime (other than guaranteed overtime) bonuses and commissions.

For concession types 3 and 4, when calculating an Overseas Worker's Earnings, the value of board (comprising accommodation and meals) should not exceed published home-stay rates for the Cairns Region (based on the standard EQI Rate at time of application)
<https://eqi.com.au/study-options/fees> .

For concession types 2 and 4, when calculating an Overseas Worker's Earnings, the value of other non-monetary earnings (such as phone, vehicle) cannot exceed 10% of TSMIT).

Table 6: Occupations to which TSMIT Concessions may apply

ANZSCO Code	Occupation	ANZSCO Skill Level
141999	Accommodation and Hospitality Managers (nec)	2
551111	Accounts clerk	4
423111	Aged or disabled carer	4
721111	Agricultural and horticultural mobile plant operator	4
311111	Agricultural Technician	2
362212	Arborist	3
399111	Boat Builder and Repairer	3
312112	Building Associate	2
351211	Butcher or smallgoods maker	3
342411	Cabler (Data and Telecommunications)	3
141111	Cafe or Restaurant Manager	2
399512	Camera Operator (Film, Television or Video)	3
731212	Charter and Tour Bus Driver	4
351311	Chef	2
134111	Child Care Centre Manager	1
421111	Child Care Worker	4
411711	Community Worker	2
149311	Conference and Event Organiser	2
234311	Conservation Officer	1
351411	Cook	3
272199	Counsellors (nec)	1
121299	Crop Farmers (nec)	1
149212	Customer Service Manager	2
121313	Dairy Cattle Farmer	1
899211	Deck hand	4
423211	Dental assistant	4
411211	Dental Hygienist	2
321212	Diesel Motor Mechanic	3
411712	Disabilities Services Officer	2
399911	Diver	3
452311	Diving Instructor (Open Water)	3
272112	Drug and Alcohol Counsellor	1
342314	Electronic Instrument Trades Worker (General)	3
411411	Enrolled Nurse	2
411713	Family Support Worker	2
070499	Farm Inspector	3
070499	Farm Supervisor	3
212314	Film and Video Editor	1
323213	Fitter-Welder	3

ANZSCO Code	Occupation	ANZSCO Skill Level
121213	Fruit or Nut Grower	1
134299	Health and Welfare Services Managers (nec)	1
141311	Hotel or Motel Manager	2
431411	Hotel service manager	3
313199	ICT Support Technicians (nec)	2
234516	Marine Biologist	1
323299	Metal Fitters and Machinists (nec)	3
321211	Motor Mechanic (General)	3
321213	Motorcycle Mechanic	3
423312	Nursing support worker	4
251312	Occupational Health and Safety Adviser	1
311399	Primary Products Inspectors (nec)	2
612112	Property Manager	3
070499	Restaurant Supervisor	3
321214	Small Engine Mechanic	3
249311	Teacher of English to Speakers of Other Languages	1
342412	Telecommunications Cable Jointer	3
451412	Tour guide	4
451799	Travel Attendants (nec)	3
451612	Travel Consultant	4
361311	Veterinary Nurse	3
242211	Vocational Education Teacher	1
411716	Youth Worker	2

Schedule 7 Concession to English language requirement

In this Schedule, IELTS means the International English Language Testing System or the equivalent in another accepted English language test.

Other accepted English language tests are:

- Occupational English Test (OET);
- Test of English as a Foreign Language internet-based test (TOEFL iBT);
- Pearson Test of English (PTE) Academic test; or
- Cambridge English: Advanced (CAE) test.

The English language requirements may be met if a visa applicant would be regarded as an 'exempt applicant' for the purpose of the legislative instruments applicable to TSS and ENS visas.

For any Occupations that are not listed in Table 7 below, the Overseas Worker is required to meet the minimum standard English language requirements applicable to the TSS and ENS non-labour agreement visa streams under the Migration Regulations.

For the Occupations listed in Table 7 below, the following English language concessions apply:

- TSS concession: average score of IELTS 5.0 with no component being less than IELTS 4.0 or equivalent (unless registration or licensing requires a higher level of English).
- ENS concession: no concession. The minimum standard English language requirements applicable to the ENS non-labour agreement visa streams under the Migration Regulations apply.

Table 7: Occupations seeking concessions for English language

ANZSCO or 6 digit Code	Occupation	ANZSCO Skill Level
721111	Agricultural and horticultural mobile plant operator	4
362212	Arborist	3
351211	Butcher or smallgoods maker	3
342411	Cabler (Data and Telecommunications)	3
399512	Camera Operator (Film, Television or Video)	3
731212	Charter and Tour Bus Driver	4
234311	Conservation Officer	1
351411	Cook	3
899211	Deck hand	4
321212	Diesel Motor Mechanic	3
399911	Diver	3
342314	Electronic Instrument Trades Worker (General)	3
070499	Farm Inspector	3
070499	Farm Supervisor	3
212314	Film and Video Editor	1
323213	Fitter-Welder	3

ANZSCO or 6 digit Code	Occupation	ANZSCO Skill Level
431411	Hotel service manager	3
323299	Metal Fitters and Machinists (nec)	3
321211	Motor Mechanic (General)	3
321213	Motorcycle Mechanic	3
612112	Property Manager	3
321214	Small Engine Mechanic	3
342412	Telecommunications Cable Joiner	3
451612	Travel Consultant	4

Schedule 8 Permanent Residence Pathway

A permanent residence pathway for Overseas Workers may be available through the Employer Nomination Scheme (ENS) Subclass 186 visa program for all occupations in Table 8 below.

The following conditions will ordinarily be included in a Labour Agreement and will apply to any nomination for an ENS visa (in addition to the ENS requirements outlined in the Migration Legislation).

- (a) The Overseas Worker, at the time of an application for approval of the nomination in relation to an ENS visa ('the ENS nomination'), holds a TSS visa granted in connection with this Agreement; and
- (b) The Third Party's ENS nomination identifies an Occupation in Table 8 that was the subject of the most recently approved TSS visa for the Overseas Worker; and
- (c) The Overseas Worker has been employed on a full-time basis for a period of at least 3 years before the ENS nomination is made, by one or more Third Parties who were all endorsed under this Agreement, in the ENS nominated occupation or an Occupation in Table 8 that is in the same ANZSCO 4 digit level, being an occupation specified in this Agreement; and
- (d) For the whole time that the Overseas Worker was employed in accordance with paragraph (c):
 1. he or she must have held a TSS visa granted in connection with this Agreement; and
 2. he or she must have worked in the Designated Area outlined in Item 3 of Schedule 1 of this Agreement; and
- (e) The Overseas Worker identified in the ENS nomination will be employed on a full-time basis in the position for at least 2 years, and
- (f) The terms and conditions of employment of the Overseas Worker will not include an express exclusion of the possibility of extending the period of employment.

Table 8: Occupations eligible for permanent residence pathway

ANZSCO or 6 digit Code	Occupation	ANZSCO Skill Level
141999	Accommodation and Hospitality Managers (nec)	2
231111	Aeroplane Pilot	1
423111	Aged or disabled carer	4
311111	Agricultural Technician	2
231199	Air Transport Professionals (nec)	1
323111	Aircraft Maintenance Engineer (Avionics)	3
323112	Aircraft Maintenance Engineer (Mechanical)	3
323113	Aircraft Maintenance Engineer (Structures)	3
362212	Arborist	3
399111	Boat Builder and Repairer	3
312112	Building Associate	2

ANZSCO or 6 digit Code	Occupation	ANZSCO Skill Level
351211	Butcher or smallgoods maker	3
342411	Cabler (Data and Telecommunications)	3
141111	Cafe or Restaurant Manager	2
399512	Camera Operator (Film, Television or Video)	3
351311	Chef	2
134111	Child Care Centre Manager	1
421111	Child Care Worker	4
411711	Community Worker	2
149311	Conference and Event Organiser	2
234311	Conservation Officer	1
351411	Cook	3
272199	Counsellors (nec)	1
121299	Crop Farmers (nec)	1
149212	Customer Service Manager	2
121313	Dairy Cattle Farmer	1
411211	Dental Hygienist	2
321212	Diesel Motor Mechanic	3
411712	Disabilities Services Officer	2
399911	Diver	3
452311	Diving Instructor (Open Water)	3
272112	Drug and Alcohol Counsellor	1
342314	Electronic Instrument Trades Worker (General)	3
411411	Enrolled Nurse	2
411713	Family Support Worker	2
070499	Farm Inspector	3
070499	Farm Supervisor	3
212314	Film and Video Editor	1
323213	Fitter-Welder	3
231113	Flying Instructor	1
121213	Fruit or Nut Grower	1
134299	Health and Welfare Services Managers (nec)	1
231114	Helicopter Pilot	1
141311	Hotel or Motel Manager	2
431411	Hotel service manager	3
313199	ICT Support Technicians (nec)	2
234516	Marine Biologist	1
323299	Metal Fitters and Machinists (nec)	3
321211	Motor Mechanic (General)	3
321213	Motorcycle Mechanic	3
251312	Occupational Health and Safety Adviser	1

ANZSCO or 6 digit Code	Occupation	ANZSCO Skill Level
311399	Primary Products Inspectors (nec)	2
612112	Property Manager	3
070499	Restaurant Supervisor	3
231212	Ship's Engineer	1
321214	Small Engine Mechanic	3
249311	Teacher of English to Speakers of Other Languages	1
342412	Telecommunications Cable Jointer	3
451412	Tour guide	4
451799	Travel Attendants (nec)	3
361311	Veterinary Nurse	3
242211	Vocational Education Teacher	1
411716	Youth Worker	2

Schedule 9 Letter of Endorsement

[Insert letterhead]

[Insert date]

The Director
Employer Sponsored Program Management Section
Department of Home Affairs

Via email to: s.22(1)(a)(ii) @homeaffairs.gov.au

Dear Director,

Letter of Endorsement for [insert Third Party's name]

The Cairns Chamber of Commerce Incorporated is the Designated Area Representative under the Designated Area Migration Agreement (the "Agreement") with the Commonwealth of Australia as represented by the Department of Home Affairs ("Commonwealth"). The Agreement is in relation to the recruitment of overseas workers in the FNQ region.

This letter of endorsement is provided pursuant to clause 6.6 of the Agreement. Under clause 6.6 of the Agreement, the Cairns Chamber of Commerce Incorporated endorses [insert name of Third Party employer] to enter into a Labour Agreement for the purpose of accessing Overseas Workers under the Agreement.

I attest that:

1. I have taken all reasonable steps to monitor the Designated Area labour market; and
2. this endorsement:
 - a. complies with the requirements of clause 6 of the Agreement; and
 - b. supports the objectives of this Agreement.

I also attest that [insert name of Third Party employer]:

3. has genuinely sought to recruit Australian citizens and permanent residents to the requested occupations in the Designated Area; and
4. has, with regard to the current labour market conditions, made a reasonable request with regards to both numbers and occupations to be filled by Overseas Workers in the Designated Area; and

The details of the *[insert name of Third Party employer]* are provided for reference:

Business Information	Details
Registered Name of Business	
State/Territory where Registered	
Registered Trading Name (if any)	
Australian Business Number (ABN)	
Business Address	
Postal Address	
Email Address	
Contact Person	
Contact Phone Number	

I endorse and wish to convey a request for *[insert name of Third Party employer]* to enter into a Labour Agreement under the Agreement for the following occupations, numbers and concessions detailed at Attachment A.

Enclosed are all documents submitted to the DAR for endorsement at Attachment B.

Where I have endorsed *[insert name of Third Party employer]* to have access to a concession to the Temporary Skilled Migration Income Threshold, I confirm that:

- the terms and conditions of employment of the overseas worker will be no less favourable than those provided to an Australian worker performing the same duties within the employer's workplace or within the designated area; and
- any associated risks to the Overseas Worker and their family will be adequately managed.

I will inform *[insert name of Third Party employer]* of their sponsorship obligations and that all nomination and visa applications lodged with the Commonwealth will be assessed in accordance with the Migration Legislation.

Yours sincerely,

[Insert details]

To be signed by an officer specified in Clause 6.6(h) in the Agreement.

Schedule 9a Attachment A

Endorsed occupations, numbers and concessions for [insert name of Third Party]

Temporary Skill Shortage (TSS)

ANZSCO or 6 digit code	Occupation	Maximum number of approved nominations in Year 1	Concession to TSMIT applicable as per Schedule 6	Concession to English requirement applicable per Schedule 7
			<i>Yes/No Concession Type 1,2,3,4</i>	<i>Yes/No</i>

Employer Nomination Scheme (ENS)

ANZSCO or 6 digit code	Occupation	Maximum number of approved nominations in Year 1	Concession to TSMIT applicable as per Schedule 6
			<i>Yes/No Concession Type 1,2,3,4</i>

Schedule 10 Support Services

The Designated Area Representative will be responsible for ensuring that all Overseas Workers engaged under a Labour Agreement are supplied with information to assist their arrival in Australia and to develop links with the broader community. Information should include:

- (a) workplace rights and entitlements;
- (b) local area services such as health, emergency and educational services;
- (c) community activities and religious services;
- (d) living costs in the Designated Area; and
- (e) English language services (education and translating and interpreting services (TIS National)).

The information referred to above should be provided to the Overseas Worker prior to being engaged by the Third Party. Where the Overseas Worker is already employed by the Third Party, the information should be provided to the Overseas Worker prior to their initial application for a visa, unless the Overseas Worker has been living and working in the Designated Area for at least twelve months prior to the visa application.

The Designated Area Representative will:

1. provide cost effective and streamlined arrangements for skills assessment, including verification of claimed work experience by overseas workers based on risk factors;
2. provide a 'one-stop shop' for Third Parties seeking endorsement under the Agreement – this includes independent verification of business activity and ensuring requests from Third Parties are decision ready prior to endorsement;
3. put in place appropriate arrangements with the relevant work safety authorities to mitigate potential workplace risks;
4. assess requests by Designated Area employers for variation to TSMIT and/or other concessions, and managing the associated risks; and
5. provide ongoing monitoring and assistance to Third Parties who have signed a Labour Agreement.

Signing Page for Designated Area Migration Agreement

Executed as a Deed

Signed, sealed and delivered for and on behalf of the
Commonwealth of Australia
by the Hon David Coleman MP
Minister for Immigration, Citizenship
and Multicultural Affairs:

David Coleman
[Print name]

[Signature]
[Signature]

Date of signing: 4.4.19
dd/mm/yyyy

David Gawn
[Print name of Witness]

[Signature]
[Signature of Witness]

Date of signing: 4.4.19
dd/mm/yyyy

The Common Seal of the
Calrus Chamber of Commerce
Incorporated was affixed in accordance
with its constitution
in the presence of:



s. 47F(1)

[Print name of authorised person]

s. 47F(1)

Date of signing: 4.4.19
dd/mm/yyyy

PRESIDENT
[Member of Management Committee]

s. 47F(1)

[Print name of Vice President]

s. 47F(1)

[Signature of Vice President]

Date of signing: 4.4.19
dd/mm/yyyy



Australian Government
Department of Home Affairs

FAR NORTH QUEENSLAND DAMA
LABOUR AGREEMENT

Under the *Migration Act 1958*

Between

Commonwealth of Australia as represented by the
Minister for Immigration, Citizenship and Multicultural Affairs
(Minister)

and

XXXXXXXXXXXXXXXXXX

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Labour Agreement

Parties

The Commonwealth of Australia as represented by the Minister for Immigration, Citizenship and Multicultural Affairs (the “Commonwealth”). The Commonwealth’s particulars are set out in **Item 1 of Schedule 1**.

AND

The party specified in **Item 2 of Schedule 1** (the “Approved Sponsor”). The Approved Sponsor’s particulars are set out in **Item 2 of Schedule 1**.

Background

- A. This labour agreement (the “Agreement”) is a “labour agreement” as defined in the Migration Regulations.
- B. This Agreement will be administered by the Department of Home Affairs (“the Department”) on behalf of the Commonwealth and the Minister.
- C. This Agreement sets out the terms and conditions by which the Approved Sponsor may recruit, employ or engage the services of Overseas Workers under conditions specified in the Designated Area Migration Agreement dated 04/04/2019 between the Commonwealth and the Cairns Chamber of Commerce Incorporated in relation to the Far North Queensland (“FNQ”) DAMA.
- D. This Agreement sets out the terms and conditions by which the Approved Sponsor may recruit, employ or engage the services of Overseas Workers who are intended to be employed or engaged by the Approved Sponsor as holders of Temporary Skill Shortage (“TSS”), Skilled Employer Sponsored Regional (“SESR”) or Employer Nomination Scheme (“ENS”) visas in its business undertaking as described in **Item 4 of Schedule 1**.
- E. The Approved Sponsor has been endorsed by a party to the FNQ DAMA (“the Designated Area Representative” or “DAR”).
- F. The Approved Sponsor is an “approved work sponsor” as defined in subsection 5(1) the Migration Act by virtue of entering into this Agreement.

Operative Part

1. Definitions

- 1.1 Unless the context indicates a contrary intention, words and phrases in this Agreement have the same meanings attributed to them in the Migration Act and the Migration Regulations.
- 1.2 In the event of any inconsistency between this Agreement and the Migration Act and the Migration Regulations, the Migration Act and the Migration Regulations will prevail.
- 1.3 In this Agreement:

Address means a party’s address set out in **Item 1 and Item 2 of Schedule 1**.

Adverse Information has the same meaning as regulation 1.13A in the Migration Regulations.

Agreement means this labour agreement, its schedules and attachments and any documents incorporated by reference in this labour agreement.

ANZSCO means the Australian and New Zealand Standard Classification of Occupations and if applicable has the meaning specified by the Minister made under the Migration Regulations.

AQF means the Australian Qualifications Framework.

Australian where the context so admits, means an Australian citizen (whether born in Australia or elsewhere) or a non-citizen who, being usually resident in Australia, is the holder of a permanent visa granted under the Migration Act.

Business Day means a day that is not a Saturday, Sunday or public holiday in the Australian Capital Territory or the State/Territory in which the Designated Area is located.

Cease Date means the cease date specified in **Item 5 of Schedule 1**.

Change of Control includes, in relation to a corporation, a change in Control of:

- (a) the composition of the board of directors of the corporation;
- (b) more than half the voting rights attaching to shares in the corporation; or
- (c) more than half the issued shares of the corporation (excluding any part that carries no right to participate beyond a specified amount in the distribution of either profit or capital).

Concessions means any variations to the requirements in the Migration Legislation in relation to the approval of a Nomination and the grant of a TSS, SESR or ENS visa.

Confidential Information in relation to a party, means all forms of information that:

- (a) is by its nature capable of being protected in law or equity as confidential;
- (b) is designated by a party as confidential in **Item 6 of Schedule 1**; or
- (c) in the case of the Commonwealth's Confidential Information, information the Approved Sponsor knows or ought to know is confidential;

but does not include information:

- (d) which is or becomes public knowledge other than by breach of a confidentiality or non-disclosure obligations; or
- (e) that has been independently developed or acquired without reference to the other party's Confidential Information.

Control includes control or a power or ability to control that is direct or indirect or is or can be, exercised as a result of, by means of, in breach of, or by revocation of, trusts, relevant agreements and practices, or any of them, whether or not they are enforceable.

Corporations Act means the *Corporations Act 2001* (Cth).

Department means the Department of Home Affairs or any department, agency or authority of the Commonwealth which is from time to time responsible for administering this Agreement.

Designated Area means the area defined in **Item 3 of Schedule 1**.

Designated Area Representative or **DAR** means a party to the FNQ DAMA.

Earnings and **Annual Earnings** have the meanings given in **Schedule 5**.

Effective Date means:

- (a) the date (if any) specified in **Item 5 of Schedule 1**;
- (b) if no such date is specified, the date on which this Agreement is signed by the parties, or if signed on separate days, the date of the last signature.

ENS visa means the Subclass 186 (Employer Nomination Scheme) visa.

Far North Queensland (FNQ) DAMA means the Designated Area Migration Agreement between the Commonwealth and the Cairns Chamber of Commerce Incorporated in relation to the Far North Queensland Agreement, its schedules and attachments and any documents incorporated by reference in that agreement, dated 04/04/2019.

Law means any applicable statute, regulation, by-law, ordinance or subordinate legislation in force from time to time in Australia, whether made by a State, Territory, the Commonwealth, or a local government, and includes the common law as applicable from time to time, including the Migration Legislation.

Migration Act means the *Migration Act 1958* (Cth).

Migration Legislation means the Migration Act and/or the Migration Regulations and/or any instruments made under the Migration Act or the Migration Regulations.

Migration Regulations means the *Migration Regulations 1994* (Cth).

Minister means a reference to a “Minister” appointed to administer the Department and includes where relevant, delegates of the Minister.

Nominate means to lodge a nomination in relation to a TSS, SESR or ENS visa under the Migration Legislation.

Nomination means a nomination referred to in section 140GB of the Migration Act or regulation 5.19 of the Migration Regulations.

Nomination Ceiling means the number of nominations that a Sponsor can have approved in any Year for a specified Occupation as specified in **Schedule 2**.

Nominee means the Overseas Worker identified in a nomination.

Occupations means those occupations specified in **Schedule 2**.

Overseas Worker means the holder of, or an applicant or proposed applicant for, a TSS, SESR or ENS visa.

Period of this Agreement means the time period specified in **Item 5 of Schedule 1**.

SESR visa means the Subclass 494 (Skilled Employer Sponsored Regional (Provisional) visa.

State or Territory means a State or Territory of Australia.

TSS visa means the Subclass 482 (Temporary Skill Shortage) visa.

TSMIT means the Temporary Skilled Migration Income Threshold specified in an instrument made under the Migration Regulations.

Workforce means the total number of Australian workers and temporary visa holders engaged by the Approved Sponsor (including as contractors).

Workplace Law means the *Fair Work Act 2009* (Cth), and relevant laws of the Commonwealth and of the relevant State or Territory regulating the employment by the Approved Sponsor of an Overseas Worker.

Year means the period of 12 months commencing on the day this Agreement commences, or a period of 12 months commencing on an anniversary of that day.

2. Interpretation

In this Agreement, unless the context indicates a contrary intention:

(documents) a reference to this Agreement or another document includes any document which varies, supplements, replaces, assigns or novates this Agreement or that other document.

(references) a reference to a party, clause, paragraph, schedule or annexure is a reference to a party, clause, paragraph, schedule or annexure to or of this Agreement.

(headings) clause headings and the table of contents are inserted for convenience only and do not affect interpretation of this Agreement.

(person) a reference to a person includes a natural person, corporation, statutory corporation, body politic, partnership, the Crown and any other organisation or legal entity and their personal representatives, successors, substitutes (including persons taking by novation) and permitted assigns.

(party) a reference to a party to a document includes that party’s personal representatives, executors, administrators, successors, substitutes (including persons taking by novation) and permitted assigns.

(requirements) a requirement to do anything includes a requirement to cause that thing to be done, and a requirement not to do anything includes a requirement to prevent that thing being done.

(including) including and includes are not words of limitation, and a list of examples is not limited to those items or to items of a similar kind.

(corresponding meanings) a word that is derived from a defined word has a corresponding meaning.

(singular) the singular includes the plural and vice-versa.

(gender) words importing one gender include all other genders.

(parts) a reference to one or more things includes each part and all parts of that thing or group of things but nothing in this clause implies that part performance of an obligation constitutes performance of that obligation.

(rules of construction) neither this Agreement nor any part of it is to be construed against a party on the basis that the party or its lawyers were responsible for its drafting.

(legislation) a reference to any legislation or provision of legislation includes all amendments, consolidations or replacements and all regulations or instruments issued under it.

(time and date) a reference to a time or date in connection with the performance of an obligation by a party is a reference to the time and date in Australian Capital Territory, Australia, even if the obligation is performed elsewhere.

(writing) a reference to a notice, consent, request, approval or other communication under this Agreement or an agreement between the parties means a written notice, request, consent, approval or agreement.

(replacement bodies) a reference to a body (including an institute, association or any government, local government, statutory, administrative, fiscal or judicial body, department, commission, authority, tribunal, public authority or other person who exercises a relevant authority) which ceases to exist or whose powers or functions are transferred to another body is a reference to the body which replaces it or which substantially succeeds to its power or functions.

(day) a reference to a day is a reference to a calendar day.

(month) a reference to a month is a reference to a calendar month.

3. Agreement period

- 3.1 This Agreement commences from the Effective Date.
- 3.2 Unless terminated earlier in accordance with this Agreement, the period of this Agreement will be the time specified in **Item 5 of Schedule 1**, being from the Effective Date until the Cease Date.

4. Representations

- 4.1 As at the Effective Date, the Approved Sponsor warrants that the information supplied to the Department and the Designated Area Representative in its application to enter into this Agreement, upon which the Commonwealth and the Designated Area Representative have relied, was true and correct.

5. Acknowledgements

- 5.1 The parties acknowledge and agree that nothing in this Agreement fetters or detracts from the Commonwealth's or a Minister's discretions, functions or powers under the Migration Legislation, Workplace Law or other relevant Commonwealth laws.

Nomination of Overseas Workers for TSS, SESR and ENS visas

6. Nomination requirements

- 6.1 The Approved Sponsor may only nominate a Nominee up to the Nomination Ceiling specified in **Schedule 2** for an occupation:
 - (a) outlined in **Schedule 2**; and
 - (b) to be performed in a location listed in **Schedule 2**.
- 6.2 If the Approved Sponsor wishes to increase the Nomination Ceiling in any year during the period of this Agreement, they must submit a written request to the Department with the information detailed in **Schedule 11** of this Agreement.

- 6.3 The Approved Sponsor acknowledges and agrees that there is no guarantee that Nominations above the Nomination Ceiling or requests to increase the Nomination Ceiling will be agreed to, and that the Department reserves the right to make the final decision as to the Nomination Ceiling for each year of the Agreement.
- 6.4 Before they nominate a Nominee under this Agreement, the Approved Sponsor must take all reasonable steps to ensure that:
- (a) it recruits suitably skilled Australians who are available, including undertaking labour market testing where specified in **Schedule 8**;
 - (b) the Nominee will be able to meet any requirements outlined in the **Schedules** of this Agreement; and
 - (c) the Nominee will hold relevant licensing/registration or certification where required for the Nominated occupation, when performing the occupation.
- 6.5 In addition to the nomination requirements outlined in the Migration Regulations, the Approved Sponsor must demonstrate, through written evidence, when lodging a nomination, that:
- (a) the Nominee will be engaged full time;
 - (b) the Approved Sponsor will meet the requirements set out in **Schedule 5** (which relate to TSMIT, Annual Market Salary Rate and Annual Earnings); and
 - (c) the Nominee will receive terms and conditions of employment which are no less favourable than the terms or conditions of employment that are, or would be provided, to an Australian performing equivalent work in the Approved Sponsor's workplace at the same location.
- 6.6 The Approved Sponsor must comply with any additional requirements for nomination in the Schedules to this Agreement.

7. Visa requirements for TSS, SESR and ENS visas

- 7.1 The Approved Sponsor acknowledges that as part of the TSS, SESR and ENS visa application process, the Nominee will need to meet the criteria for grant of a visa as outlined in the Migration Legislation.
- 7.2 The Approved Sponsor acknowledges and agrees that when nominating an Overseas Worker for a TSS visa, the Approved Sponsor must select a proposed visa period not exceeding the employment contract term, and up to a maximum of four (4) years subject to compliance with limitations in the *Fair Work Act 2009 (Cth)* on fixed term contracts. If granted, the TSS visa for the Nominee may be granted for the requested period.
- 7.3 The Approved Sponsor acknowledges and agrees that when nominating an Overseas Worker for a SESR visa, the Approved Sponsor must select a proposed visa period not exceeding the employment contract term, and up to a maximum of five (5) years subject to compliance with limitations in the *Fair Work Act 2009 (Cth)* on fixed term contracts. If granted, the SESR visa for the Nominee may be granted for the requested period.

8. Sponsorship obligations

- 8.1 The Approved Sponsor must satisfy:
- (a) its sponsorship obligations in the Migration Regulations including where varied (if at all) as outlined in **Schedule 9**, which the Approved Sponsor is required to comply with by virtue of subsection 140H(2) of the Migration Act; and
 - (b) any additional obligations specified in **Schedule 10**, which the Sponsor is required to comply with by virtue of subsection 140H(3) of the Migration Act.
- 8.2 The Approved Sponsor must comply with Workplace Law, the Migration Legislation and any other applicable immigration laws regulating employment of the Approved Sponsor's sponsored Overseas Workers.
- 8.3 Clause 8 survives the termination or expiration of this Agreement.

9. Reporting

- 9.1 The Approved Sponsor must provide a report in writing within 30 days following a request by the Commonwealth. This report must include the items outlined at **Schedule 11** to this Agreement.

10. Review

- 10.1 This Agreement may be reviewed after three (3) years from the Effective Date and may be reviewed earlier at the Department's discretion at any time if additional Nominations increasing the Nomination Ceilings have been requested by the Approved Sponsor.
- 10.2 The Department will provide reasonable notice to the Approved Sponsor of any review to be conducted in accordance with clause 10.1 and the Approved Sponsor must comply with the requirements of such a notice

11. Audits of this Agreement

- 11.1 The Commonwealth may, from time to time, audit the Approved Sponsor's performance of its obligations in this Agreement and the Approved Sponsor will cooperate with the Commonwealth for the purpose of such audits.
- 11.2 Without limiting the generality of the preceding clause, the Approved Sponsor will:
- (a) liaise with and provide information and assistance to the Commonwealth as reasonably required by the Commonwealth for the purposes of such audits; and
 - (b) comply with the Commonwealth's reasonable requests or requirements for the purposes of such audits.
- 11.3 Unless specified otherwise in the Migration Legislation, the Approved Sponsor will retain all records generated for the purposes of this Agreement for seven (7) years from the date of expiration or termination of this Agreement.
- 11.4 This clause 11 does not detract from the statutory powers of the Auditor-General or Information Officer (including their delegates).
- 11.5 Clause 11 survives the termination or expiration of this Agreement.

Miscellaneous Provisions

12. Notices

- 12.1 Any notice, demand, consent or other communication given or made under this Agreement must be signed by the party giving or making it (or signed on behalf of that party by its authorised representative) except in the case of an email; and
- (a) left at, or sent by ordinary or pre-paid post to, the Business Address of the recipient; or
 - (b) sent to the Email Address of the recipient.
- 12.2 A party may change its Business Address or Email Address for the purpose of service by giving notice of that change to the other party in accordance with clause 12.
- 12.3 Any communication will be taken to be received by the recipient:
- (a) in the case of a letter, on the third Business Day after the date of posting;
 - (b) in the case of an email, at the end of the day in which it is transmitted, providing the sender does not receive an email delivery failure notification in respect of the email.

13. Variation and entire agreement

- 13.1 Subject to clause 1.1, the contents of this Agreement constitute the entire agreement between the parties and supersede any prior negotiations, representations, understandings or arrangements

made between the parties regarding the subject matter of this Agreement, whether orally or in writing.

- 13.2 Unless otherwise specified in this Agreement, a provision of this Agreement can only be varied by a written document executed by or on behalf of both parties.

14. Suspension

- 14.1 The Department may, in its absolute discretion, suspend this Agreement, in whole or in part, including in situations where Adverse Information regarding the Approved Sponsor has been received and is being investigated.
- 14.2 The Approved Sponsor and other third parties are not entitled to any compensation or payments as a result of the Department suspending this Agreement under clause 14.1.
- 14.3 Where the Department suspends this Agreement in accordance with clause 14.1 the Department will notify the Approved Sponsor in writing.
- 14.4 For the avoidance of doubt, where the Department notifies the Approved Sponsor that this Agreement has been suspended in accordance with clauses 14.1 and 14.3, the suspension shall take effect at the time the notice is taken to be received by the Approved Sponsor, in accordance with clause 13.
- 14.5 Where the Department suspends this Agreement in accordance with clause 14.1, the Department will continue to process Nomination applications and visa applications in accordance with the Migration Legislation but may, in determining the order for considering and disposing of nomination applications and visa applications, give the lowest priority to applications made under this Agreement.
- 14.6 During any period of suspension, the Department may, at its absolute discretion, choose to resume this Agreement by notifying the Approved Sponsor in writing.
- 14.7 Where the Department chooses to resume this Agreement in accordance with clause 15.6 and notifies the Approved Sponsor, the Agreement will resume at the time the notice is taken to be received, in accordance with clause 12.
- 14.8 For the avoidance of doubt, any period of suspension will have no impact on and will not amend the period of this Agreement.

15. Termination

- 15.1 The Department may, in its absolute discretion, terminate this Agreement at any time including for reasons of public interest where:
- (a) there is a change in policy or a change in government which results in a change in policy settings; or
 - (b) Adverse Information has been received by the Commonwealth regarding the Approved Sponsor.
- 15.2 The Approved Sponsor will not be entitled to any compensation or payments as a result of the Department terminating this Agreement under clause 15.1.
- 15.3 Otherwise, if the Approved Sponsor has failed to satisfy any of its obligations under this Agreement, the Department may, without prejudice to any right of action or remedy which has accrued or which may accrue (including the Department's entitlement to terminate in accordance with clause 15.1 or the Department's right to suspend the Agreement in accordance with clause 14.1):
- (a) if the Department considers that the failure is capable of remedy, by notice require that the failure be remedied within the time specified in the notice and, if not remedied within that time, may terminate the Agreement immediately by giving a second notice; and

- (b) if the Department considers that the failure is not capable of remedy, terminate this Agreement without prejudice to any right of action or remedy which has accrued or which may accrue.
- 15.4 If the Approved Sponsor is in breach of a sponsorship obligation in the Migration Legislation the Approved Sponsor will be taken to have failed to satisfy its obligations under this Agreement as if the statutory obligation was a contractual obligation of the Approved Sponsor under this Agreement and the Department may terminate this Agreement in accordance with clause 15.3(b).
- 15.5 For the avoidance of doubt, a breach of the Approved Sponsor's warranty given in clause 4.1 will entitle the Department to terminate this Agreement in accordance with clause 15.3(b).
- 15.6 A party may, in its discretion, terminate this Agreement early by giving 28 days' notice to the other party, whereupon this Agreement will be terminated with effect 28 days after the notice of termination is served. A party serving a notice of termination under this clause:
 - (a) need not specify a reason for serving the notice;
 - (b) may withdraw the notice before the 28 days have elapsed; and
 - (c) will not be liable to compensate the other party for costs or damages that may arise from the early termination.
- 15.7 For the avoidance of doubt if this Agreement is terminated for any reason, or for no reason the Approved Sponsor's approval as a sponsor for the purposes of this Agreement will thereby be automatically terminated.
- 15.8 A waiver by a party in respect of any breach of a condition or provision of this Agreement will not be deemed to be a waiver in respect of any continuing or subsequent breach of that provision, or breach of any other provision. The failure of a party to enforce at any time any of the provisions of this Agreement will in no way be interpreted as a waiver of such provision.
- 15.9 In the event of a Change of Control, where the prior written consent of the Department has not been obtained, the Department may terminate this Agreement in accordance with clause 15.3(b).

16. Adverse Information

- 16.1 The Sponsor is required to disclose to the Department Adverse Information about the Sponsor or any persons associated with the Sponsor.
- 16.2 The Sponsor is required to disclose such Adverse Information to the Department, as soon as practicable, after it becomes aware of such information.
- 16.3 Unless otherwise agreed, the Sponsor must respond to any notices in the timeframe requested in the relevant notice (including any requests for information included in the notices) issued by the Department in relation to Adverse Information that the Department has become aware of, or Adverse Information that the Department reasonably believes or suspects to exist and should be disclosed.
- 16.4 For the purposes of this clause 16, "associated with" has the same meaning as in regulation 1.13B of the Migration Regulations.

17. Sanctions

- 17.1 Instead of terminating this Agreement and without limiting any action that may be taken under law:
 - (a) the Department may, in its absolute discretion bar the Approved Sponsor, for a specified period, from making further nominations under this Agreement; and/or
 - (b) the Department may, in its absolute discretion, give the lowest processing priority to nomination applications and visa applications made under this Agreement.
- 17.2 The Department may, in its absolute discretion, instead of terminating this Agreement or in

addition to terminating this Agreement, take action against the Approved Sponsor for any breach to recover damages and/or for injunctive relief.

18. Relationship between the parties

18.1 Nothing in this Agreement:

- (a) constitutes a partnership between the parties; or
- (b) except as expressly provided, makes a party an agent of another party for any purpose.

18.2 A party cannot in any way or for any purpose:

- (a) bind another party; or
- (b) contract in the name of another party.

18.3 If the Approved Sponsor is constituted by more than one legal entity (such as a partnership or an unincorporated association), each of those legal entities will be jointly and severally liable for the performance of all of the Approved Sponsor's obligations under this Agreement.

19. Assurances, counterparts and assignment

19.1 Each party must promptly execute all documents and do all other things reasonably necessary or desirable to give effect to the arrangements recorded in this Agreement.

19.2 This Agreement may be executed in any number of counterparts.

19.3 The Approved Sponsor cannot assign or otherwise transfer its rights under this Agreement without the prior written consent of the Department.

20. Dispute resolution

20.1 The Parties will deal with any dispute arising during the course of this Agreement as follows:

- (a) the party claiming that there is a dispute must notify the other party of the dispute;
- (b) the parties will use reasonable endeavours to resolve the dispute by direct negotiation;
- (c) failing settlement within 28 days from notification of the dispute (or such other period as agreed by the parties in writing) the parties may agree to refer the dispute to mediation or some other form of alternative dispute resolution procedure agreed; and
- (d) in the event that:
 - (i) the Parties have attended mediation, or some other form of alternative dispute resolution procedure; and
 - (ii) no written settlement agreement is executed within a further 15 Business Days (or such other period as agreed by the parties in writing) of the conclusion of the mediation or some other form of alternative dispute resolution procedure;

then either party may commence legal proceedings.

20.2 Each party will bear its own cost of complying with this clause 20, and the parties will bear equally the cost of any third person engaged under clause 20.1(c).

20.3 This clause 20 does not apply to:

- (a) action by the Department under or purportedly under clause 14 [Suspension] or 17 [Sanctions]; or
- (b) action by either party under or purportedly under clause 15 [Termination];
- (c) legal proceedings by either party seeking urgent interlocutory relief.

21. Confidential information and information sharing

- 21.1 If a party's information is specified as Confidential Information in **Item 6 of Schedule 1**, the other party will not disclose the information without the first party's prior written consent, except when disclosure of the information is required by law, statutory or portfolio duties.
- 21.2 The Approved Sponsor is authorised to provide Confidential Information of the Department to those Personnel who require access for the purposes of this Agreement. The Approved Sponsor agrees, on request by the Department at any time, to arrange for the Personnel to give a written undertaking in a form acceptable to the Department relating to the use and non-disclosure of Confidential Information of the Department.
- 21.3 The Approved Sponsor agrees to secure all Confidential Information of the Department against loss and unauthorised access, use, modification or disclosure.
- 21.4 Subject to clauses 21.5 to 21.7, the Department will not, without the prior written authorisation of the Approved Sponsor, disclose any Confidential Information of the Approved Sponsor to a third party.
- 21.5 The obligations of the Department under this clause 21 will not be taken to have been breached to the extent that Confidential Information:
- (a) is disclosed by the Department to its Personnel solely in order to comply with its obligations, or to exercise its rights, under this Agreement;
 - (b) is disclosed by the Department to its activities internal management Personnel, solely to enable effective management or auditing of Agreement-related material;
 - (c) is disclosed by the Department to the responsible Minister;
 - (d) is disclosed by the Department in response to a request by a House or a Committee of the Parliament of the Commonwealth of Australia;
 - (e) is shared by the Department within the Department's organisation, or with another Commonwealth, State or Territory agency, where this serves the Commonwealth's legitimate interests or where those agencies have legitimate interests in receiving such information;
 - (f) is authorised or required by law to be disclosed; or
 - (g) is in the public domain otherwise than due to a breach of this clause 21.
- 21.6 Where the Department discloses Confidential Information to another person pursuant to clauses 21.5(a) to 21.5(e), the Department will notify the receiving person that the information is confidential.
- 21.7 In the circumstances referred to in clauses 21.5(a), 21.5(b) and 21.5(e), the Department agrees not to provide the information unless the receiving person agrees to keep the information confidential.
- 21.8 The obligations under this clause 21 in relation to an item of information described in **Item 5 of Schedule 1** continue for the period set out there in respect of that item.
- 21.9 The Approved Sponsor acknowledges and agrees that the Department will publish information on its website regarding this Agreement, but Confidential Information of the Approved Sponsor will not be included.
- 21.10 The Approved Sponsor must comply with any reasonable request by the Department for information to enable the Department to meet its obligations in this Agreement.
- 21.11 Clause 21 survives the termination or expiration of this Agreement.

22. Change of Control

- 22.1 The Department may grant or refuse to grant consent, in its absolute discretion, to any application by the Approved Sponsor for consent to a Change in Control of the Approved Sponsor and the Department may attach such conditions on a consent as the Department sees fit.

23. Legal expenses

- 23.1 Each party must pay its own legal costs and disbursements in connection with the negotiation, preparation, execution and carrying into effect of this Agreement.

24. Survival after termination

- 24.1 Any provision of this Agreement which expressly or by implication from its nature is intended to survive the termination or expiration of this Agreement and any rights arising on termination or expiration will survive, including in respect of Confidential Information and the Sponsor's obligations under **Schedule 9** and **Schedule 10**.
- 24.2 The termination or expiry of this Agreement does not affect any other obligations that the Approved Sponsor may have at law, including under the Migration Laws.

25. Governing law and jurisdiction

- 25.1 The laws applicable in the Australian Capital Territory govern this Agreement.
- 25.2 The parties submit to the non-exclusive jurisdiction of the courts of the Australian Capital Territory and any courts competent to hear appeals from those courts.

26. Indemnity

- 26.1 The Approved Sponsor agrees to indemnify the Department from and against any:
- (a) cost or liability incurred by the Department; or
 - (b) loss or expense incurred by the Department in dealing with any claim against it including legal costs and expenses on a solicitor/own client basis and the cost of time spent, resources used or disbursements paid by the Department,
- arising from:
- (c) any act or omission by the Approved Sponsor or its Personnel in connection with this Agreement; or
 - (d) any breach by the Approved Sponsor of its obligations or warranties under this Agreement;
- irrespective of whether there was fault on the part of the person whose conduct gave rise to that liability, loss or damage, or loss or expense.
- 26.2 The Approved Sponsor's liability to indemnify the Department under clause 26.1 will be reduced proportionately to the extent that any breach of this Agreement by the Department or any act or omission involving fault on the part of the Department contributed to the relevant cost, liability, loss, damage, or expense.
- 26.3 The right of the Department to be indemnified under clause 26.1 is in addition to, and not exclusive of, any other right, power or remedy provided by law, but the Department is not entitled to be compensated in excess of the amount of the relevant cost, liability, loss, damage, or expense.
- 26.4 In clause 26 "Personnel" means a party's officers, employees, agents, contract staff or professional advisers engaged in, or in relation to, the performance or management of this Agreement.
- 26.5 Clause 26 will survive six (6) years from the expiration or termination of this Agreement.

27. Severability, Waiver

- 27.1 If any provision of this Agreement is held to be unlawful, invalid, unenforceable or in conflict with any Law, it is to be severed so that the validity and enforceability of the remaining provisions are not affected.
- 27.2 A right or remedy created by this Agreement cannot be waived except in writing signed by the party entitled to that right. Delays by a party in exercising a right or remedy does not constitute a waiver of that right or remedy, nor does a waiver (either wholly or in part) by a party of a right operate as a subsequent waiver of the same right or of any other right of that party.

28. Conflict of Interest

- 28.1 In this clause 28, Conflict of Interest means any matter, circumstance, interest, or activity affecting the Sponsor (including its Personnel) which may impair or may appear to impair the ability of the Sponsor to perform its obligations under this Agreement diligently and independently.
- 28.2 The Approved Sponsor warrants that, to the best of its knowledge after making diligent inquiry, at the date of signing this Agreement no conflict of interest exists or is likely to arise under this Agreement.
- 28.3 If, during the period of this Agreement a Conflict of Interest arises, or appears likely to arise, the Approved Sponsor agrees:
- (a) to notify the Department immediately;
 - (b) to make full disclosure of all relevant information relating to the Conflict of Interest; and
 - (c) to take any steps the Department reasonably requires to resolve or otherwise deal with the Conflict of Interest.

Schedule 1 Particulars

Item 1

Department Particulars

Name: Department of Home Affairs

Business Address: 6 Chan Street, BELCONNEN ACT 2617

Email Address: s.22(1)(a)(ii) section@homeaffairs.gov.au

Contact Position: Director, Labour Agreement Section

Item 2

The Approved Sponsor's Particulars

Name:

ACN:

ABN:

Business Structure:

Business Address:

Telephone Number:

Email Address:

Contact Officer:

Item 3

The Designated Area

The Designated Area covered by this Agreement: Far North QLD (FNQ) Region comprising of the following postcodes:

Cairns, Douglas, Mareeba, Tablelands and Cassowary Coast local government areas (postcodes: 4816, 4852, 4854-4861, 4865, 4868-4873, 4877-4884 and 4885-4888); and

Cook Shire Council, Croydon Shire Council, Etheridge Shire Council, Weipa Town Authority, Torres Shire Council and Northern Peninsula Area Regional Council areas (postcodes: 4895, 4871, 4874 - 4876)

Item 4

The Approved Sponsor's Business

Industry Segment:

Item 5

Commencement and Period of Agreement

Effective Date: The date signed by the Commonwealth being the last party to sign the Agreement

Period of this Agreement: Five (5) years

Cease Date: The date five (5) years from the Effective Date

Item 6

Confidential Information of Approved Sponsor

Schedule 2 Occupations, Nomination Ceiling and Location

Item 2.1 Maximum Number of approved Nominations

The table below outlines the occupations that can be nominated under this Agreement. It also specifies the Maximum Number of approved Nominations (i.e. ceiling) per year for these Occupations, and where the Nominated positions are based (i.e. location of work).

Only occupations approved in Schedule 3 of the DAMA Head Agreement, endorsed by the DAR can be included in this template. Occupations in the below tables not approved under the current DAMA/DoV or occupations approved under the DAMA/DOV but not in the tables below should be deleted and the occupation escalated with the ELI.

In the tables below, add nomination ceilings under the appropriate visa (TSS/SESR/ENS) as per the delegate's decision on the Labour Agreement request. Where there is no ceiling in a particular year for an occupation covered under this agreement, this should be reflected as "0" in the relevant year.

All occupations approved under the agreement should be listed in all 3 (TSS/SESR/ENS) tables. Where there is no approved Nomination Ceiling for a particular subclass, the occupation should still be listed in the table with "0" in the Nomination columns for the occupation.

Where an occupation is **not** approved, the occupation row should be **removed** in full.

Occupations under the SESR and ENS tables must be approved for a PR pathway under the head agreement. The occupations included in this template in the SESR and ENS tables are reflective of this requirement and therefore no occupation should be added to this list.

Occupations listed in green below are eligible only for a PR pathway through a Deed of Variation. New TSS ceilings cannot be approved for these occupations

TSS Nomination Ceilings

ANZSCO or 6 digit code	Occupation	Nomination Ceilings					Location of Work
		Year 1	Year 2	Year 3	Year 4	Year 5	
141999	Accommodation and Hospitality Managers nec	X	X	X	X	X	Location/s within Schedule 1, Item 3
221111	Accountant						
551111	Accounts Clerk						
423111	Aged or Disabled Carer						
311112	Agricultural and Agritech Technician						
342111	Air Conditioning & Refrigeration Mechanic						
231199	Air Transport Professionals nec						
323111	Aircraft Maintenance Engineer (Avionics)						
323112	Aircraft Maintenance Engineer (Mechanical)						

ANZSCO or 6 digit code	Occupation	Nomination Ceilings					Location of Work
		Year 1	Year 2	Year 3	Year 4	Year 5	
323113	Aircraft Maintenance Engineer (Structures)						
324311	Vehicle Painter (Aircraft Painter)						
311211	Anaesthetic Technician						
253211	Anaesthetist						
363111	Aquaculture Supervisor						
312111	Architectural Draftsperson						
312199	Architectural, Building and Surveying Technicians nec						
351111	Baker						
431111	Bar Attendant						
070499	Bar Attendant Supervisor						
431112	Barista						
451111	Beauty Therapists						
399111	Boat Builder and Repairer						
070499	Brewer						
312112	Building Associate (Building Construction Supervisor)						
342411	Cabler (Data and Telecommunications)						
141111	Cafe or Restaurant Manager						
070499	Café or Restaurant Supervisor						
253312	Cardiologist						
331212	Carpenter						
351311	Chef						
421111	Child Care Worker (Group Leader)						
421111	Child Care Worker						
233211	Civil Engineer						
312211	Civil Engineering Draftsperson						

ANZSCO or 6 digit code	Occupation	Nomination Ceilings					Location of Work
		Year 1	Year 2	Year 3	Year 4	Year 5	
253313	Clinical Haematologist						
272311	Clinical Psychologist						
811411	Commercial Housekeeper						
149311	Conference and Event Organiser						
511111	Contract Administrator						
351411	Cook						
272199	Counsellors						
149212	Customer Service Manager						
121313	Dairy Cattle Farmer						
262111	Database Administrator						
899211	Deck Hand						
423211	Dental Assistant						
411211	Dental Hygienist						
411213	Dental Technician						
252312	Dentist						
321212	Diesel Motor Mechanic						
251111	Dietitian						
399911	Diver						
452311	Diving Instructor (Open Water)						
070499	Diving Instructor (Tourism or Photography)						
241111	Early Childhood (Pre-primary School) Teacher						
721211	Earthmoving Plant Operator (General)						
341111	Electrician						
342314	Electronic Instrument Trades Worker						
253912	Emergency Medicine Specialist						
411411	Enrolled Nurse						
221213	External Auditor						

ANZSCO or 6 digit code	Occupation	Nomination Ceilings					Location of Work
		Year 1	Year 2	Year 3	Year 4	Year 5	
070499	Farm Inspector						
323213	Fitter-Welder						
721311	Forklift Driver						
842212	Fruit Farm Worker						
121612	Fruit Grower						
842213	Fruit Picker						
362611	Gardener (General)						
253111	General Practitioner						
134299	Health and Welfare Services Managers nec						
363114	Horticultural Supervisor or Specialist						
141311	Hotel or Motel Manager						
542113	Hotel or Motel Receptionist						
431411	Hotel Service Manager						
070499	Housekeeping Supervisor						
132311	Human Resource Manager						
135199	ICT Managers nec						
135112	ICT Project Managers nec						
225213	ICT Sales Representative						
313199	ICT Support Technicians nec						
591212	Import-Export Clerk (Customs Agent)						
711211	Industrial Spray Painter						
253317	Intensive Care Specialist						
221214	Internal Auditor						
362213	Landscape Gardener						
234516	Marine Biologist						
070499	Marine Environment Interpreter						

ANZSCO or 6 digit code	Occupation	Nomination Ceilings					Location of Work
		Year 1	Year 2	Year 3	Year 4	Year 5	
231215	Marine Surveyor						
312512	Mechanical Engineering Technician						
134211	Medical Administrator						
251211	Medical Diagnostic Radiographer						
253314	Medical Oncologist						
253999	Medical Practitioners						
322311	Metal Fabricator/Boilermake r						
323299	Metal Fitters and Machinists nec						
254111	Midwife						
721999	Mobile Plant Operators nec						
321211	Motor Mechanic (General)						
621312	Motor Vehicle Parts Interpreter/ Automotive Parts Salesperson						
321213	Motorcycle Mechanic						
261211	Multimedia Specialist						
233916	Naval Architect (Marine Designer)						
070499	Night Auditor						
254411	Nurse Practitioner						
423312	Nursing Support Worker						
253913	Obstetrician & Gynaecologist						
251312	Occupational Health and Safety Adviser						
252411	Occupational Therapist						
512111	Office Manager						
253514	Orthopaedic Surgeon						
431999	Other Hospitality Workers nec						

ANZSCO or 6 digit code	Occupation	Nomination Ceilings					Location of Work
		Year 1	Year 2	Year 3	Year 4	Year 5	
149999	Other Hospitality, Retail and Service Managers nec						
452317	Other Sports Coach or Instructor						
452299	Outdoor Adventure Guides nec						
421114	Out of School Hours Care Worker						
452215	Outdoor Adventure Instructor						
253321	Paediatrician						
351112	Pastry Cook						
521111	Personal Assistant						
423313	Personal Care Assistant						
252511	Physiotherapist						
333211	Plasterer (Wall and Ceiling)						
334111	Plumber						
252611	Podiatrist						
311399	Primary Products Inspectors nec						
241213	Primary School Teacher						
511112	Program or Project Administrator						
253411	Psychiatrist						
139914	Quality Assurance Manager						
223112	Recruitment Consultant						
254412	Registered Nurse (Aged Care)						
254413	Registered Nurse (Child and Family Health)						
254414	Registered Nurse (Community Health)						
254415	Registered Nurse (Critical Care and Emergency)						

ANZSCO or 6 digit code	Occupation	Nomination Ceilings					Location of Work
		Year 1	Year 2	Year 3	Year 4	Year 5	
254416	Registered Nurse (Developmental Disability)						
254417	Registered Nurse (Disability and Rehabilitation)						
254421	Registered Nurse (Medical Practice)						
254418	Registered Nurse (Medical)						
254422	Registered Nurse (Mental Health)						
254499	Registered Nurse nec						
254423	Registered Nurse (Perioperative)						
254424	Registered Nurse (Surgical)						
253322	Renal Medicine Specialist						
253112	Resident Medical Officer						
142111	Retail Manager (General)						
251513	Retail Pharmacist						
621511	Retail Supervisor						
312611	Safety Inspector						
131112	Sales and Marketing Manager						
711913	Sand Blaster						
241411	Secondary School Teacher						
363115	Senior Broadacre Crop and Livestock Farm Worker						
231212	Ship's Engineer						
231213	Ship's Master						
321214	Small Engine Mechanic						
251214	Sonographer						
241599	Special Education Teacher						
241511	Special Needs Teacher						

ANZSCO or 6 digit code	Occupation	Nomination Ceilings					Location of Work
		Year 1	Year 2	Year 3	Year 4	Year 5	
139999	Specialist managers nec						
253311	Specialist Physician (General Medicine)						
253399	Specialist Physician nec						
253511	Surgeon (General)						
249311	Teacher of English to Speakers of Other Languages						
342412	Telecommunications Cable Jointer						
451412	Tour Guide						
733111	Truck Driver						
253518	Urologist						
253521	Vascular Surgeon						
234711	Veterinarian						
361311	Veterinary Nurse						
242211	Vocational Education Teacher						
431511	Waiter						
070499	Waiter Supervisor						
333411	Wall and Floor Tiler						
261212	Web Developer						

SESR Nomination Ceilings

ANZSCO or 6 digit code	Occupation	Nomination Ceilings					Location of Work
		Year 1	Year 2	Year 3	Year 4	Year 5	
141999	Accommodation and Hospitality Managers nec	X	X	X	X	X	Location/s within Schedule 1, Item 3
221111	Accountant						
551111	Accounts Clerk						
423111	Aged or Disabled Carer						
311112	Agricultural and Agritech Technician						
342111	Air Conditioning & Refrigeration Mechanic						

ANZSCO or 6 digit code	Occupation	Nomination Ceilings					Location of Work
		Year 1	Year 2	Year 3	Year 4	Year 5	
231199	Air Transport Professionals nec						
323111	Aircraft Maintenance Engineer (Avionics)						
323112	Aircraft Maintenance Engineer (Mechanical)						
323113	Aircraft Maintenance Engineer (Structures)						
324311	Vehicle Painter (Aircraft Painter)						
311211	Anaesthetic Technician						
253211	Anaesthetist						
363111	Aquaculture Supervisor						
312111	Architectural Draftperson						
312199	Architectural, Building and Surveying Technicians nec						
351111	Baker						
431111	Bar Attendant						
070499	Bar Attendant Supervisor						
431112	Barista						
451111	Beauty Therapists						
399111	Boat Builder and Repairer						
070499	Brewer						
312112	Building Associate (Building Construction Supervisor)						
342411	Cabler (Data and Telecommunications)						
141111	Cafe or Restaurant Manager						
070499	Café or Restaurant Supervisor						
253312	Cardiologist						
331212	Carpenter						
351311	Chef						

ANZSCO or 6 digit code	Occupation	Nomination Ceilings					Location of Work
		Year 1	Year 2	Year 3	Year 4	Year 5	
421111	Child Care Worker (Group Leader)						
421111	Child Care Worker						
233211	Civil Engineer						
312211	Civil Engineering Draftsperson						
253313	Clinical Haematologist						
272311	Clinical Psychologist						
811411	Commercial Housekeeper						
149311	Conference and Event Organiser						
511111	Contract Administrator						
351411	Cook						
272199	Counsellors						
149212	Customer Service Manager						
121313	Dairy Cattle Farmer						
262111	Database Administrator						
899211	Deck Hand						
423211	Dental Assistant						
411211	Dental Hygienist						
411213	Dental Technician						
252312	Dentist						
321212	Diesel Motor Mechanic						
251111	Dietitian						
399911	Diver						
452311	Diving Instructor (Open Water)						
070499	Diving Instructor (Tourism or Photography)						
241111	Early Childhood (Pre- primary School) Teacher						
721211	Earthmoving Plant Operator (General)						
341111	Electrician						

ANZSCO or 6 digit code	Occupation	Nomination Ceilings					Location of Work
		Year 1	Year 2	Year 3	Year 4	Year 5	
342314	Electronic Instrument Trades Worker						
253912	Emergency Medicine Specialist						
411411	Enrolled Nurse						
221213	External Auditor						
070499	Farm Inspector						
323213	Fitter-Welder						
721311	Forklift Driver						
842212	Fruit Farm Worker						
121612	Fruit Grower						
842213	Fruit Picker						
362611	Gardener (General)						
253111	General Practitioner						
134299	Health and Welfare Services Managers nec						
363114	Horticultural Supervisor or Specialist						
141311	Hotel or Motel Manager						
542113	Hotel or Motel Receptionist						
431411	Hotel Service Manager						
070499	Housekeeping Supervisor						
132311	Human Resource Manager						
135199	ICT Managers nec						
135112	ICT Project Managers nec						
225213	ICT Sales Representative						
313199	ICT Support Technicians nec						
591212	Import-Export Clerk (Customs Agent)						
711211	Industrial Spray Painter						
253317	Intensive Care Specialist						

ANZSCO or 6 digit code	Occupation	Nomination Ceilings					Location of Work
		Year 1	Year 2	Year 3	Year 4	Year 5	
221214	Internal Auditor						
362213	Landscape Gardener						
234516	Marine Biologist						
070499	Marine Environment Interpreter						
231215	Marine Surveyor						
312512	Mechanical Engineering Technician						
134211	Medical Administrator						
251211	Medical Diagnostic Radiographer						
253314	Medical Oncologist						
253999	Medical Practitioners						
322311	Metal Fabricator/Boilermake r						
323299	Metal Fitters and Machinists nec						
254111	Midwife						
721999	Mobile Plant Operators nec						
321211	Motor Mechanic (General)						
621312	Motor Vehicle Parts Interpreter/ Automotive Parts Salesperson						
321213	Motorcycle Mechanic						
261211	Multimedia Specialist						
233916	Naval Architect (Marine Designer)						
070499	Night Auditor						
254411	Nurse Practitioner						
423312	Nursing Support Worker						
253913	Obstetrician & Gynaecologist						
251312	Occupational Health and Safety Adviser						

ANZSCO or 6 digit code	Occupation	Nomination Ceilings					Location of Work
		Year 1	Year 2	Year 3	Year 4	Year 5	
252411	Occupational Therapist						
512111	Office Manager						
253514	Orthopaedic Surgeon						
431999	Other Hospitality Workers nec						
149999	Other Hospitality, Retail and Service Managers nec						
452317	Other Sports Coach or Instructor						
421114	Out of School Hours Care Worker						
452299	Outdoor Adventure Guides nec						
452215	Outdoor Adventure Instructor						
253321	Paediatrician						
351112	Pastry Cook						
521111	Personal Assistant						
423313	Personal Care Assistant						
252511	Physiotherapist						
333211	Plasterer (Wall and Ceiling)						
334111	Plumber						
252611	Podiatrist						
311399	Primary Products Inspectors nec						
241213	Primary School Teacher						
511112	Program or Project Administrator						
253411	Psychiatrist						
139914	Quality Assurance Manager						
223112	Recruitment Consultant						
254412	Registered Nurse (Aged Care)						

ANZSCO or 6 digit code	Occupation	Nomination Ceilings					Location of Work
		Year 1	Year 2	Year 3	Year 4	Year 5	
254413	Registered Nurse (Child and Family Health)						
254414	Registered Nurse (Community Health)						
254415	Registered Nurse (Critical Care and Emergency)						
254416	Registered Nurse (Developmental Disability)						
254417	Registered Nurse (Disability and Rehabilitation)						
254421	Registered Nurse (Medical Practice)						
254418	Registered Nurse (Medical)						
254422	Registered Nurse (Mental Health)						
254499	Registered Nurse nec						
254423	Registered Nurse (Perioperative)						
254424	Registered Nurse (Surgical)						
253322	Renal Medicine Specialist						
253112	Resident Medical Officer						
142111	Retail Manager (General)						
251513	Retail Pharmacist						
621511	Retail Supervisor						
312611	Safety Inspector						
131112	Sales and Marketing Manager						
711913	Sand Blaster						
241411	Secondary School Teacher						
363115	Senior Broadacre Crop and Livestock Farm Worker						
231212	Ship's Engineer						

ANZSCO or 6 digit code	Occupation	Nomination Ceilings					Location of Work
		Year 1	Year 2	Year 3	Year 4	Year 5	
231213	Ship's Master						
321214	Small Engine Mechanic						
251214	Sonographer						
241599	Special Education Teacher						
241511	Special Needs Teacher						
139999	Specialist managers nec						
253311	Specialist Physician (General Medicine)						
253399	Specialist Physician nec						
253511	Surgeon (General)						
249311	Teacher of English to Speakers of Other Languages						
342412	Telecommunications Cable Jointer						
451412	Tour Guide						
733111	Truck Driver						
253518	Urologist						
253521	Vascular Surgeon						
234711	Veterinarian						
361311	Veterinary Nurse						
242211	Vocational Education Teacher						
431511	Waiter						
070499	Waiter Supervisor						
333411	Wall and Floor Tiler						
261212	Web Developer						
311111	Agricultural Technician						
134111	Child Care Centre Manager						
252111	Chiropractor						
121299	Crop Farmers nec						
253911	Dermatologist						
253315	Endocrinologist						

ANZSCO or 6 digit code	Occupation	Nomination Ceilings					Location of Work
		Year 1	Year 2	Year 3	Year 4	Year 5	
070499	Farm Supervisor						
851299	Food Trades Assistants nec						
841211	Fruit or Nut Farm Worker						
841212	Fruit or Nut Picker						
253316	Gastroenterologist						
234411	Geologist						
311413	Life Science Technician						
841611	Mixed Crop and Livestock Farm Worker						
253318	Neurologist						
253914	Ophthalmologist						
252112	Osteopath						
253517	Plastic & Reconstructive Surgeon						
422115	Preschool Aide						
322312	Pressure Welder						
253918	Radiation Oncologist						
253323	Rheumatologist						
711611	Sewing Machinist						
323215	Textile, Clothing and Footwear Mechanic						
253324	Thoracic Medicine Specialist						

ENS Nomination Ceilings

ANZSCO or 6 digit code	Occupation	Nomination Ceilings					Location of Work
		Year 1	Year 2	Year 3	Year 4	Year 5	
141999	Accommodation and Hospitality Managers nec	X	X	X	X	X	Location/s within Schedule 1, Item 3
221111	Accountant						
551111	Accounts Clerk						
423111	Aged or Disabled Carer						

ANZSCO or 6 digit code	Occupation	Nomination Ceilings					Location of Work
		Year 1	Year 2	Year 3	Year 4	Year 5	
311112	Agricultural and Agri-tech Technician						
342111	Air Conditioning & Refrigeration Mechanic						
231199	Air Transport Professionals nec						
323111	Aircraft Maintenance Engineer (Avionics)						
323112	Aircraft Maintenance Engineer (Mechanical)						
323113	Aircraft Maintenance Engineer (Structures)						
324311	Vehicle Painter (Aircraft Painter)						
311211	Anaesthetic Technician						
253211	Anaesthetist						
363111	Aquaculture Supervisor						
312111	Architectural Draftperson						
312199	Architectural, Building and Surveying Technicians nec						
351111	Baker						
431111	Bar Attendant						
070499	Bar Attendant Supervisor						
431112	Barista						
451111	Beauty Therapists						
399111	Boat Builder and Repairer						
070499	Brewer						
312112	Building Associate (Building Construction Supervisor)						
342411	Cabler (Data and Telecommunications)						
141111	Cafe or Restaurant Manager						

ANZSCO or 6 digit code	Occupation	Nomination Ceilings					Location of Work
		Year 1	Year 2	Year 3	Year 4	Year 5	
070499	Café or Restaurant Supervisor						
253312	Cardiologist						
331212	Carpenter						
351311	Chef						
421111	Child Care Worker (Group Leader)						
421111	Child Care Worker						
233211	Civil Engineer						
312211	Civil Engineering Draftsperson						
253313	Clinical Haematologist						
272311	Clinical Psychologist						
811411	Commercial Housekeeper						
149311	Conference and Event Organiser						
511111	Contract Administrator						
351411	Cook						
272199	Counsellors						
149212	Customer Service Manager						
121313	Dairy Cattle Farmer						
262111	Database Administrator						
899211	Deck Hand						
423211	Dental Assistant						
411211	Dental Hygienist						
411213	Dental Technician						
252312	Dentist						
321212	Diesel Motor Mechanic						
251111	Dietitian						
399911	Diver						
452311	Diving Instructor (Open Water)						
070499	Diving Instructor (Tourism or Photography)						

ANZSCO or 6 digit code	Occupation	Nomination Ceilings					Location of Work
		Year 1	Year 2	Year 3	Year 4	Year 5	
241111	Early Childhood (Pre-primary School) Teacher						
721211	Earthmoving Plant Operator (General)						
341111	Electrician						
342314	Electronic Instrument Trades Worker						
253912	Emergency Medicine Specialist						
411411	Enrolled Nurse						
221213	External Auditor						
070499	Farm Inspector						
323213	Fitter-Welder						
721311	Forklift Driver						
842212	Fruit Farm Worker						
121612	Fruit Grower						
842213	Fruit Picker						
362611	Gardener (General)						
253111	General Practitioner						
134299	Health and Welfare Services Managers nec						
363114	Horticultural Supervisor or Specialist						
141311	Hotel or Motel Manager						
542113	Hotel or Motel Receptionist						
431411	Hotel Service Manager						
070499	Housekeeping Supervisor						
132311	Human Resource Manager						
135199	ICT Managers nec						
135112	ICT Project Managers nec						
225213	ICT Sales Representative						
313199	ICT Support Technicians nec						

ANZSCO or 6 digit code	Occupation	Nomination Ceilings					Location of Work
		Year 1	Year 2	Year 3	Year 4	Year 5	
591212	Import-Export Clerk (Customs Agent)						
711211	Industrial Spray Painter						
253317	Intensive Care Specialist						
221214	Internal Auditor						
362213	Landscape Gardener						
234516	Marine Biologist						
070499	Marine Environment Interpreter						
231215	Marine Surveyor						
312512	Mechanical Engineering Technician						
134211	Medical Administrator						
251211	Medical Diagnostic Radiographer						
253314	Medical Oncologist						
253999	Medical Practitioners						
322311	Metal Fabricator/Boilermake r						
323299	Metal Fitters and Machinists nec						
254111	Midwife						
721999	Mobile Plant Operators nec						
321211	Motor Mechanic (General)						
621312	Motor Vehicle Parts Interpreter/ Automotive Parts Salesperson						
321213	Motorcycle Mechanic						
261211	Multimedia Specialist						
233916	Naval Architect (Marine Designer)						
070499	Night Auditor						
254411	Nurse Practitioner						

ANZSCO or 6 digit code	Occupation	Nomination Ceilings					Location of Work
		Year 1	Year 2	Year 3	Year 4	Year 5	
423312	Nursing Support Worker						
253913	Obstetrician & Gynaecologist						
251312	Occupational Health and Safety Adviser						
252411	Occupational Therapist						
512111	Office Manager						
253514	Orthopaedic Surgeon						
431999	Other Hospitality Workers nec						
149999	Other Hospitality, Retail and Service Managers nec						
452317	Other Sports Coach or Instructor						
421114	Out of School Hours Care Worker						
452299	Outdoor Adventure Guides nec						
452215	Outdoor Adventure Instructor						
253321	Paediatrician						
351112	Pastry Cook						
521111	Personal Assistant						
423313	Personal Care Assistant						
252511	Physiotherapist						
333211	Plasterer (Wall and Ceiling)						
334111	Plumber						
252611	Podiatrist						
311399	Primary Products Inspectors nec						
241213	Primary School Teacher						
511112	Program or Project Administrator						
253411	Psychiatrist						

ANZSCO or 6 digit code	Occupation	Nomination Ceilings					Location of Work
		Year 1	Year 2	Year 3	Year 4	Year 5	
139914	Quality Assurance Manager						
223112	Recruitment Consultant						
254412	Registered Nurse (Aged Care)						
254413	Registered Nurse (Child and Family Health)						
254414	Registered Nurse (Community Health)						
254415	Registered Nurse (Critical Care and Emergency)						
254416	Registered Nurse (Developmental Disability)						
254417	Registered Nurse (Disability and Rehabilitation)						
254421	Registered Nurse (Medical Practice)						
254418	Registered Nurse (Medical)						
254422	Registered Nurse (Mental Health)						
254499	Registered Nurse nec						
254423	Registered Nurse (Perioperative)						
254424	Registered Nurse (Surgical)						
253322	Renal Medicine Specialist						
253112	Resident Medical Officer						
142111	Retail Manager (General)						
251513	Retail Pharmacist						
621511	Retail Supervisor						
312611	Safety Inspector						
131112	Sales and Marketing Manager						
711913	Sand Blaster						

ANZSCO or 6 digit code	Occupation	Nomination Ceilings					Location of Work
		Year 1	Year 2	Year 3	Year 4	Year 5	
241411	Secondary School Teacher						
363115	Senior Broadacre Crop and Livestock Farm Worker						
231212	Ship's Engineer						
231213	Ship's Master						
321214	Small Engine Mechanic						
251214	Sonographer						
241599	Special Education Teacher						
241511	Special Needs Teacher						
139999	Specialist managers nec						
253311	Specialist Physician (General Medicine)						
253399	Specialist Physician nec						
253511	Surgeon (General)						
249311	Teacher of English to Speakers of Other Languages-						
342412	Telecommunications Cable Jointer						
451412	Tour Guide						
733111	Truck Driver						
253518	Urologist						
253521	Vascular Surgeon						
234711	Veterinarian						
361311	Veterinary Nurse						
242211	Vocational Education Teacher						
431511	Waiter						
070499	Waiter Supervisor						
333411	Wall and Floor Tiler						
261212	Web Developer						
311111	Agricultural Technician						

ANZSCO or 6 digit code	Occupation	Nomination Ceilings					Location of Work
		Year 1	Year 2	Year 3	Year 4	Year 5	
134111	Child Care Centre Manager						
252111	Chiropractor						
121299	Crop Farmers nec						
253911	Dermatologist						
253315	Endocrinologist						
070499	Farm Supervisor						
851299	Food Trades Assistants nec						
841211	Fruit or Nut Farm Worker						
841212	Fruit or Nut Picker						
253316	Gastroenterologist						
234411	Geologist						
311413	Life Science Technician						
841611	Mixed Crop and Livestock Farm Worker						
253318	Neurologist						
253914	Ophthalmologist						
252112	Osteopath						
253517	Plastic & Reconstructive Surgeon						
422115	Preschool Aide						
322312	Pressure Welder						
253918	Radiation Oncologist						
253323	Rheumatologist						
711611	Sewing Machinist						
323215	Textile, Clothing and Footwear Mechanic						
253324	Thoracic Medicine Specialist						

Note:

- The Minister may vary the Maximum Number of approved Nominations and Occupations at any time, with Maximum Numbers subject to annual review.
- If the Approved Sponsor wishes to increase the Maximum Numbers specified above, they must seek a variation to this Agreement as outlined at clause 6.2 to this Agreement.

Item 2.2 Caveats not applicable

None of the matters specified in an instrument made under subregulation 2.72(9) of the Migration Regulations, applies to any Occupation specified in this Agreement.

Schedule 3 Occupations not in ANZSCO

Delete the option below that does not apply. Please ensure you also delete the option titles in yellow highlight.

Option 1- No Non-ANZSCO

The parties have not agreed to the inclusion of occupations that are not listed in ANZSCO in this agreement.

Option 2 - Non-ANZSCO occupations are included.

Delete all occupations that are not included in this agreement from both the table and the following pages under this schedule. The remaining text should only show the occupation/s approved in this agreement in the table below as well as the relevant one page duty description for the approved occupation/s.

The parties agree to the inclusion of the following Occupations, not listed in ANZSCO, in this Agreement. For the purposes of nomination application and assessment, the tasks and relevant 6-digit codes for these Occupations are outlined below:

6 Digit Code	Occupation	Skill Level
070499	Bar Attendant Supervisor	4
070499	Brewer	4
070499	Café or Restaurant Supervisor	3
070499	Diving Instructor (Tourism or Photography)	3
070499	Farm Inspector	3
070499	Farm Supervisor*	3
070499	Housekeeping Supervisor	4
070499	Marine Environment Interpreter	1
070499	Night Auditor	3
070499	Waiter Supervisor	4

Occupation: Bar Attendant Supervisor (Equivalent to ANZSCO Skill Level 4)

Reports to: Duty Manager or Manager

6-digit Code: 070499

Position Description: The position is within a licensed hotel, bar or food and beverage premises, or larger premises with a licensed food and beverage division. The position reports to a manager, such as a hotel duty manager, restaurant manager or similar manager (including owner-manager) depending on the scale of the business. The position is responsible for ensuring customers are served in a professional and timely manner, and that stock and takings are managed effectively and efficiently. The role is responsible for supervising one or more other bar staff at any one time, and for training bar employees at a lower level.

Main Duties and Tasks:

- supervising and training other bar attendants of a lower grade for a bar/licenced venue
- taking reservations, greeting and seating guests
- report to manager on duty or equivalent senior management or venue owner
- assist in rostering of staff
- assist manager on duty or equivalent management or venue owner with end of shifts (afternoon or night) reconciliation of transactions
- receipt and dispensing of all monies
- banking of cash and ensure the till is adequate for change
- coordinate and manage stock take
- preparing, serving and selling cocktails, mixed drinks, bottled, canned and other alcoholic and non-alcoholic beverages to patrons
- supervising or undertaking cleaning and maintaining bar service areas
- collecting payment for sales and operating cash registers
- promoting services and products
- washing glassware and arranging bottles and glasses
- tapping kegs and attaching supply lines
- replenishing drink dispensers, shelves and refrigerators
- perform general waiting duties and other incidental duties

Skills, qualifications and experience: The skills, qualifications and experience requirements for the occupation of Bar Attendant Supervisor are as per **Schedule 4** of this Agreement.

Occupation: Brewer (Equivalent to ANZSCO Skill Level 4)

Reports to: Manager

6-digit Code: 070499

Position Description: The role of the Brewer is to lead and manage the beer brewing process in a craft brewery, from procuring quality ingredients, through the brewing and fermentation process, to ensuring the product is packaged and bottled appropriately. The Brewer is also responsible for quality control at each stage of the brewing and fermentation process, using appropriate testing equipment and laboratory experiments. The Brewer is also responsible for training and developing brewery workers in the art of brewing, and for developing new beer varieties.

Main Duties and Tasks (may include but not limited to):

- procuring and selecting quality ingredients
- undertaking the brewing process to the required recipe and formula
- completing quality control checks and conducting laboratory tests during brewing and fermentation process
- developing new beer varieties and examining samples to assess market suitability
- establishing and maintaining standards for producing, packaging and marketing beer
- maintaining and sterilising brewing tanks and equipment
- supervising, co-ordinating, training and mentoring assistant brewers/brewery workers in all aspects of the brewing process, ensuring Workplace Health and Safety standards are understood and followed
- maintaining accurate records and reporting maintenance issues

Skills, qualifications and experience: The skills, qualifications and experience requirements for the occupation of Brewer are as per **Schedule 4** of this Agreement.

Occupation: Café or Restaurant Supervisor (Equivalent to ANZSCO Skill Level 3)

Reports to: Café or Restaurant Manager

6-digit Code: 070499

Position Description: The position is within a food and beverage premises (café or restaurant) that may or may not be licensed to serve alcohol, or larger business with a food and beverage division. The position reports to a manager, such as a hotel duty manager, restaurant manager, café manager or similar manager (including owner-manager) depending on the scale of the business. The role of Café or Restaurant Supervisor is to supervise, coordinate and train food and beverage staff and ensure a high level of customer service is delivered to guests. The position is responsible for ensuring customers are served in a professional and timely manner, including exercising patron care. The role is responsible for supervising one or more other café or restaurant staff at any one time and for training staff at a lower level.

Main Duties and Tasks:

- supervision, training and coordination of food and beverage employees
- monitoring staff rosters, performance and resolving any grievances
- preparing displays and presenting stock, including specials
- taking reservations, greeting and seating guests
- maintain stock control
- practicing proper workplace health and safety procedures
- communicate effectively with customers and fellow staff
- respond to customer requests in a professional and timely manner
- promote the employer's services and facilities to the customers when appropriate
- assist in maintaining customer services standards set by the employer
- ensure that work area complies with the highest standards of cleanliness
- ensure that customers are served in a professional and diligent manner
- organising the cleaning bar areas, glasses and equipment
- preparing and mixing a range of sophisticated drinks
- confer with managers to coordinate activities with other establishment sections
- other incidental and peripheral duties as requested by the employer

And, where the premises include gaming facilities, may include:

- holding keys for the security of gaming, bar and bottle shop areas (if premises is licensed)
- entry/supervision of entries in accounting records required to be kept and maintained under the relevant industry standards
- responsibility for gaming conduct and internal parts of machines
- attendance/operation of a gaming machine terminal
- arranging of remedial repairs to gaming equipment

Skills, qualifications and experience: The skills, qualifications and experience requirements for the occupation of Café or Restaurant Manager are as per **Schedule 4** of this Agreement.

Occupation: Diving Instructor (Tourism or Photography) (Equivalent to ANZSCO Skill Level 3)

6-digit Code: 070499

Position Description: Trains and instructs recreational (tourism) and commercial open water divers in diving techniques, safety and the correct use of diving equipment on the Great Barrier Reef. Trains and instructs underwater photography directed at the tourism market in Far North Queensland.

Main Duties and Tasks:

- train students in Professional Association of Diving Instructors (PADI) Open Water Scuba Instructor qualification or Scuba Schools International (SSI) Open Water Instructor qualification, ensuring compliance with current PADI or SSI teaching standards; or
- train students in underwater photography, including pre-dive instruction, demonstration and practical underwater dive photography instruction
- supervise and assist PADI qualified divers in dives on the Great Barrier Reef
- train, instruct and take tourists on recreational dives on the Great Barrier Reef
- maintain, evaluate, repair and check all dive equipment before diving
- ensure risk management plans are adhered to in accordance with employer's Occupational Health and Safety policies and Workplace Health and Safety Queensland Recreational Diving, Technical Diving and Snorkelling Code of Practice
- ensure First Aid and rescue equipment is maintained and available for use
- respond to emergencies during dive instruction by providing first aid and organising evacuations where necessary
- assist with general operations of a dive trip, under the instruction of the Captain
- promote the Great Barrier Reef as a premier dive destination to all customers and students.

Qualifications / Skills

- PADI Open Water scuba instructor qualification or SSI Open Water Instructor qualification plus a minimum of one-year full-time (38 hours per week), post OWSI qualification work experience as a dive instructor, in Australia or overseas
- Current PADI Open Water Scuba Instructor licencing or SSI Open Water Instructor licencing
- Current First Aid Certificate and Current Dive Medical mandatory.

Skills, qualifications and experience: The skills, qualifications and experience for the occupation of Dive Instructor (Tourism or Photography) are as per **Schedule 4** of this Agreement.

Occupation: Farm Inspector (Equivalent to ANZSCO Skill Level 3)

Reports to: Farmer/Farm Manager

6-digit Code: 070499

Position Description: The role of Farm Inspector is to inspect livestock, plants and agricultural produce to ensure healthy production compliance with industry and government standards with respect to quarantine, quality, food safety and licensing.

Main Duties and Tasks:

- inspection of livestock, planation, fruit and machinery with compliance to quarantine and food safety regulations
- monitoring and checking effectiveness of farming operations to maintain crop/livestock health and growth
- maintaining knowledge of pests and diseases relevant to crops and livestock
- inspect produce for quality, size and purity - identifying produce that is of substandard quality
- identify faults in produce quality to determine causes of defects and make recommendations implanting procedures to rectify
- checking final produce to ensure meets the required industry standards
- inspects equipment in packaging facility to ensure proper functioning and is clean and operational
- training and supervising farm hands in grading produce to ensure industry and Government standards
- ensuring that required standards of hygiene are observed at storage, processing and packing facilities
- ensure and enforce compliance with government regulations and health and safety standards.

Skills, qualifications and experience: The skills, qualifications and experience for the occupation of Farm Inspector are as per **Schedule 4** of this Agreement.

Occupation: Farm Supervisor (Equivalent to ANZSCO Skill Level 3)

Reports to: Farmer/Farm Manager

6-digit Code: 070499

Position Description: The role of Farm Supervisor is to oversee and supervise farm operations such as: livestock management, crop cultivation, fruit and vegetable production and other agricultural enterprises. The Farm Supervisor is responsible for supervising farm hands; therefore leadership skills are highly beneficial.

Main Tasks and Duties:

- recruit, train and supervise farm workers - coordinate and direct their activities
- supervise a wide range of farm operations including cultivation, sowing, spraying and harvesting
- ensures deadlines are met for activities such as seeding and harvesting
- confers with managers to coordinate activities with other farm units
- monitoring staff rosters, hours, performance and resolving and grievances
- organises transportation for livestock and crops
- oversees the work of farming units and suggests improvements and changes
- inspect farm buildings and equipment, ensuring routine maintenance is carried out and repairs are made when necessary
- installation, maintenance and regular monitoring of irrigation system
- ensure and enforce compliance with government regulations and health and safety standards.

Skills, qualifications and experience: The skills, qualifications and experience for the occupation of Farm Supervisor are as per **Schedule 4** of this Agreement.

Occupation: Housekeeping Supervisor (Equivalent to ANZSCO Skill Level 4)

Reports to: Executive Housekeeper/Manager (Hotel or Motel)

6-digit Code: 070499

Position Description: The role of the Housekeeping Supervisor is to ensure the smooth operation of the housekeeping department during the relevant shift. The Housekeeping Supervisor works closely with other departments/managers/supervisors to ensure the hotel or motel rooms and public areas are well presented and to adhere to the policies and procedures of the hotel or motel. The breadth of role and supervisory responsibility may vary depending on size of accommodation provider and staffing footprint but would involve supervising and training one or more housekeeping staff overall or during a specific shift.

Main Duties and Tasks (may include but not limited to):

- supervise and inspect the day to day work of housekeeping staff overall or during a specific shift
- ensure that productivity is achieved and ensure timely room return
- ensure the housekeeping team cleans the guest rooms and hotel public areas to highest standards
- ensure that guest requests and other special cleaning requirements are met
- allocation of rooms and duties to housekeeping staff
- may include training of housekeeping team members
- co-ordination of workforce during shift to meet daily deadlines
- checking rooms to ensure a high standard is met
- releasing rooms on time for guests
- attend to guest enquiries, requests and complaints
- monitor as required the disposal of laundry and garbage
- liaise with maintenance and front office departments
- ensure safe manual lifting procedures are adhered to
- may involve management of a housekeeping staff roster
- ensuring Workplace Health and Safety procedures are adhered to
- setting and adhering to budget controls.

Skills, qualifications and experience: The skills, qualifications and experience requirements for the occupation of Housekeeping Supervisor are as per **Schedule 4** of this Agreement.

Occupation: Marine Environment Interpreter (Equivalent to ANZSCO Skill Level 1)

Reports to: Marine Education and/or Marine Biology Manager

6-digit Code: 070499

Position Description: The role of the Marine Environment Interpreter is to promote science in tourism through high quality interpretation of both the marine environment and associated research. The role may focus on one or more areas of marine science, such as high-quality interpretation for tourists on the World Heritage Great Barrier Reef, Coral Reef Monitoring, Reef Health Management and Research, or similar marine fields such as in connection with whale migration or other marine science.

Main Duties and Tasks (may include but not limited to):

- conducting marine biology and marine environmental presentations
- conducting guided snorkelling and/or diving tours that include marine interpretation
- conducting fish-feeding presentations with associated educational interpretation
- conducting climate-change presentations in line with core values and messages
- train and mentor other general snorkel and diving guides, including Indigenous Reef Education Rangers, in marine biology interpretation, reef health management and research
- support research bodies (such as the Great Barrier Reef Marine Park Authority - GBRMPA) with monitoring and research of the marine environment, through marine life and water sampling, data collection, and using marine science technology
- conduct surveys and reporting on the marine environment as required, to augment marine environmental management and research by research bodies (such as GBRMPA).

Skills, qualifications and experience: The skills, qualifications and experience requirements for the occupation of Marine Environment Interpreter are as per **Schedule 4** of this Agreement.

Occupation: Night Auditor (Equivalent to ANZSCO Skill Level 3)

Reports to: Night Manager or Manager (Hotel or Motel)

6-digit Code: 070499

Position Description: The role of Night Auditor is to audit the current day trading transactions and ensure that they are properly reconciled in accordance with checklist and financial procedures. The role is simultaneously responsible for accommodating the requirements of the hotel or accommodation provider guests during the night period when all other regular staff are off duty. As a Night Auditor is required to manage combined financial and customer service functions, versatility and adaptability combined with the highest standards of efficient and friendly customer service are highly beneficial. Breadth of role may vary depending on size of accommodation provider and night staffing footprint.

Main Duties and Tasks (may include but not limited to):

- attend to guest service issues during the night
- work collaboratively with other night staff and on call staff to ensure premises are constantly maintained in serviceable and presentable manner
- ensure security and safety of all hotel assets and guests during the night in accordance with the premises' fire evacuation, hazard identification, accident recording and emergency policies and procedures
- perform general customer service duties including registration and departure of guests, report generation, room allocation and guest request action
- ensure night housekeeping requirements are addressed promptly and in accordance with service standards
- ensure that night finance auditing is completed successfully
- oversee or undertake all required system back-up processes
- prepare relevant close-off paperwork and reporting for day administration staff.

Skills, qualifications and experience: The skills, qualifications and experience requirements for the occupation of Night Auditor are as per **Schedule 4** of this Agreement.

Occupation: Waiter Supervisor (Equivalent to ANZSCO Skill Level 4)

Reports to: Duty Manager or Manager

6-digit Code: 070499

Position Description: The position is within a food and beverage premises that may or may not be licensed to serve alcohol, or larger business with a food and beverage division. The position reports to a manager, such as a hotel duty manager, restaurant manager or similar manager (including owner-manager) depending on the scale of the business. The position is responsible for ensuring customers are served in a professional and timely manner, including exercising patron care. The role is responsible for supervising one or more other food and beverage wait staff at any one time and for training wait staff at a lower level.

Main Duties and Tasks (may include but not limited to):

- report to manager on duty or equivalent senior management or venue owner, assist in rostering of staff
- supervising and training food and beverage attendants at a lower level
- responsible for the front of house dining room or catering function
- taking reservations, greeting, seating guests and presenting them with menus and beverage lists
- assist manager on duty or equivalent management or venue owner with end of shifts (afternoon or night) reconciliation of transactions
- receipt and dispensing of all monies
- banking of cash and ensure the till is adequate for change
- coordinate and manage stock take
- setting and arranging tables
- taking orders and relaying them to kitchen and bar staff
- serving food and beverages
- opening bottles and pouring beverages
- clearing tables and returning dishes and cutlery to kitchen
- removing empty bottles and used glasses from tables, and refilling and replacing glasses
- collecting payments for sales and operating point of sales machines and cash registers
- may recommend wines to complement food.

Skills, qualifications and experience: The skills, qualifications and experience requirements for the occupation of Waiter Supervisor are as per **Schedule 4** of this Agreement.

Schedule 4 Qualifications and Experience

The following skills, qualifications, experience and employment background requirements apply to the occupations listed in the tables below in relation to subclass 482 Temporary Skill Shortage (TSS) and subclass 494 Skilled Employer Sponsored Regional (Provisional) (SESR) visas and where eligible, under the permanent residence pathway, subclass 186 Employer Nomination Scheme (ENS) visas.

Skills Assessments

Qualifications are to be assessed and certified by the relevant skills assessing authority as being at least equivalent to the relevant Australian Qualifications Framework (AQF) qualification detailed for the relevant tables below, in order to assist the Minister's decision as to whether the visa applicant has the necessary qualifications for the position.

For occupations that appear on an eligible list of skilled occupations, a skills assessment is required in accordance with the relevant legislative instrument under the Standard Visa Programs set out under Migration law as per the following:

- For the TSS or SESR visa programs, a skills assessment is required under the Labour Agreement Stream if it is required under the standard TSS visa program (Short-term or Medium-Term Streams);
- For the ENS visa program:
 - if the overseas worker has not lived and worked in the designated area as the holder of a TSS visa for 2 years in the nominated occupation, a skills assessment is required under the Labour Agreement Stream if it is required under the Direct Entry (DE) Stream;
 - if the overseas worker has lived and worked in the designated area as the holder of a TSS visa for 2 years in the nominated occupation, a skills assessment is not required under the Labour Agreement Stream in line with the standard requirements under the Temporary Residence Transition (TRT) Stream.

Applicants must also undergo a skills assessment by the relevant Skills Assessing Authority for occupations specified in the table below.

Table: Specified occupations that require a skills assessment

ANZSCO or 6 digit Code	Occupation	ANZSCO Skill Level	Skills Assessing Authority
231199	Air Transport Professionals nec	1	VETASSESS
312112	Building Associate (Building Construction Supervisor)	2	VETASSESS
421111	Child Care Worker (Group Leader)	2	ACECQA
399911	Diver	3	VETASSESS
231215	Marine Surveyor	1	AMSA
231212	Ship's Engineer	1	AMSA
342412	Telecommunications Cable Jointer	3	TRA

For all other occupations listed in this agreement (which do not appear on the combined skilled occupation list), applicants must undergo a skills assessment by **VETASSESS** unless the assessing authority is specified in the table below:

LA cannot be issued IF a requested occupation is highlighted in pink in table below as we are awaiting authority appointment confirmations.

*IF requested occupations are **not** highlighted pink in table below, DELETE all pink highlighted rows below, DELETE this instructional paragraph and proceed to issue the LA.*

Table: Occupations with specified skills assessing authorities

ANZSCO or 6 digit Code	Occupation	ANZSCO Skill Level	Skills Assessing Authority
421111	Child Care Worker (Not Group Leader)	3	ACECQA
423211	Dental Assistant ^	4	ADC
711211	Industrial Spray Painter ^	4	TRA
423312	Nursing Support Worker ^	4	ANMAC
421114	Out of School Hours Care Worker	3	ACECQA
423313	Personal Care Assistant ^	4	ANMAC

^ From 1 July 2024 all new skills assessments will need to be issued by the relevant skills assessing authority as indicated in the table above. For applicants who hold a valid skills assessment for the ^ indicated occupations, issued by VETASSESS prior to 1 July 2024, these skills assessments will be accepted.

Work Experience

Work experience to fulfil visa requirements must be:

- relevant to the nominated occupation and at the required skill level;
- full-time or part time pro rata equivalent unless otherwise specified below. Full-time work should be in accordance with the National Employment Standards; and
- undertaken in the last five (5) years.

Work experience to fulfil visa requirements, can be undertaken concurrently with work experience used to substitute qualifications as per ANZSCO requirement, provided the work experience was at the same skilled level.

Items listed below will only be included in the agreement where they are relevant/contain an occupation approved under this agreement.

*If an Item does **not** include an occupation approved under this agreement the entire item should be deleted in full from the Item heading until the next Item heading including the occupation tables.*

*If an Item **does** include an occupation approved under this agreement renumber the item numbers so that they are sequential commencing from Item 4.1. If you have an occupation in a second item this will become Item 4.2. You will also need to delete occupation rows in the relevant table under the item where they are not approved for this Agreement*

Item 4.X General Occupations on an eligible list of skilled occupations

For the occupations listed in the table under this Item, which are on an eligible list of skilled occupations (the Short-term Skilled Occupation List, Medium and Long-term Strategic Skills List or Regional Occupation List), any nomination for these occupations or any application for a TSS, SESR or ENS visa connected with these occupations must satisfy the skills, qualifications, experience and employment background required under the standard TSS, SESR and ENS visa programs (unless an exception is outlined below).

Skills Assessment

Hold a relevant skills assessment if required under Schedule 4 of this agreement.

Skills and Qualifications

Meet the skill level as defined in ANZSCO.

Work Experience

Meet the work experience requirements under the standard TSS, SESR or ENS program; or

TSS/SESR:

- Have at least one (1) year of relevant work experience, where the relevant AQF qualification was undertaken in Australia; or
- Have at least two (2) years (specified at 35 hours per week) of relevant work experience.

ENS:

- Have at least two (2) years of relevant work experience.

Table: General Occupations on an eligible list of skilled occupations

ANZSCO or 6 digit Code	Occupation	ANZSCO Skill Level
141999	Accommodation and Hospitality Managers nec	2
221111	Accountant	1
342111	Air Conditioning & Refrigeration Mechanic	3
231199	Air Transport Professionals nec	1
323111	Aircraft Maintenance Engineer (Avionics)	3
323112	Aircraft Maintenance Engineer (Mechanical)	3
323113	Aircraft Maintenance Engineer (Structures)	3
312111	Architectural Draftperson	2
311211	Anaesthetic Technician	2
253211	Anaesthetist	1
312199	Architectural, Building and Surveying Technicians nec	2
351111	Baker	3
399111	Boat Builder and Repairer	3
312112	Building Associate (Building Construction Supervisor)	2
342411	Cabler (Data and Telecommunications)	3
141111	Cafe or Restaurant Manager	2
253312	Cardiologist	1
331212	Carpenter	3
421111	Child Care Worker (Group Leader)	2
233211	Civil Engineer	1
312211	Civil Engineering Draftsperson	2
253313	Clinical Haematologist	1
272311	Clinical Psychologist	1
149311	Conference and Event Organiser	2
511111	Contract Administrator	2
272199	Counsellors	1

ANZSCO or 6 digit Code	Occupation	ANZSCO Skill Level
149212	Customer Service Manager	2
121313	Dairy Cattle Farmer	1
262111	Database Administrator	1
411211	Dental Hygienist	2
411213	Dental Technician	2
252312	Dentist	1
321212	Diesel Motor Mechanic	3
251111	Dietitian	1
399911	Diver	3
452311	Diving Instructor (Open Water)	3
241111	Early Childhood (Pre-primary School) Teacher	1
341111	Electrician	3
342314	Electronic Instrument Trades Worker	3
253912	Emergency Medicine Specialist	1
411411	Enrolled Nurse	2
221213	External Auditor	1
323213	Fitter-Welder	3
253111	General Practitioner	1
134299	Health and Welfare Services Managers nec	1
141311	Hotel or Motel Manager	2
431411	Hotel Service Manager	2
132311	Human Resource Manager	1
135199	ICT Managers nec	1
135112	ICT Project Managers nec	1
225213	ICT Sales Representative	1
313199	ICT Support Technicians nec	2
253317	Intensive Care Specialist	1
221214	Internal Auditor	1
362213	Landscape Gardener	3
234516	Marine Biologist	1
231215	Marine Surveyor	1
312512	Mechanical Engineering Technician	2
134211	Medical Administrator	1
251211	Medical Diagnostic Radiographer	1
253314	Medical Oncologist	1
253999	Medical Practitioners	1

ANZSCO or 6 digit Code	Occupation	ANZSCO Skill Level
322311	Metal Fabricator/Boilermaker	3
323299	Metal Fitters and Machinists nec	3
254111	Midwife	1
321211	Motor Mechanic (General)	3
321213	Motorcycle Mechanic	3
261211	Multimedia Specialist	1
233916	Naval Architect (Marine Designer)	1
254411	Nurse Practitioner	1
253913	Obstetrician & Gynaecologist	1
251312	Occupational Health and Safety Adviser	1
252411	Occupational Therapist	1
512111	Office Manager	2
253514	Orthopaedic Surgeon	1
149999	Other Hospitality, Retail and Service Managers nec	2
452317	Other Sports Coach or Instructor	3
253321	Paediatrician	1
351112	Pastry Cook	3
521111	Personal Assistant	2
252511	Physiotherapist	1
333211	Plasterer (Wall and Ceiling)	3
252611	Podiatrist	1
311399	Primary Products Inspectors nec	2
511112	Program or Project Administrator	2
253411	Psychiatrist	1
334111	Plumber	3
241213	Primary School Teacher	1
139914	Quality Assurance Manager	1
223112	Recruitment Consultant	1
254412	Registered Nurse (Aged Care)	1
254413	Registered Nurse (Child and Family Health)	1
254414	Registered Nurse (Community Health)	1
254415	Registered Nurse (Critical Care and Emergency)	1
254416	Registered Nurse (Developmental Disability)	1
254417	Registered Nurse (Disability and Rehabilitation)	1
254421	Registered Nurse (Medical Practice)	1
254418	Registered Nurse (Medical)	1

ANZSCO or 6 digit Code	Occupation	ANZSCO Skill Level
254422	Registered Nurse (Mental Health)	1
254499	Registered Nurse nec	1
254423	Registered Nurse (Perioperative)	1
254424	Registered Nurse (Surgical)	1
253322	Renal Medicine Specialist	1
253112	Resident Medical Officer	1
142111	Retail Manager (General)	2
251513	Retail Pharmacist	1
312611	Safety Inspector	2
131112	Sales and Marketing Manager	1
241411	Secondary School Teacher	1
231212	Ship's Engineer	1
321214	Small Engine Mechanic	3
251214	Sonographer	1
241599	Special Education Teacher	1
241511	Special Needs Teacher	1
139999	Specialist Managers nec	1
253311	Specialist Physician (General Medicine)	1
253399	Specialist Physician nec	1
253511	Surgeon (General)	1
249311	Teacher of English to Speakers of Other Languages	1
342412	Telecommunications Cable Joiner	3
253518	Urologist	1
253521	Vascular Surgeon	1
324311	Vehicle Painter (Aircraft Painter)	3
234711	Veterinarian	1
361311	Veterinary Nurse	3
242211	Vocational Education Teacher	1
333411	Wall and Floor Tiler	3
261212	Web Developer	1

Item 4.X Specified Occupations on an eligible list of skilled occupations

For the occupations listed in the table under this Item, which are on an eligible list of skilled occupations (the Short-term Skilled Occupation List, Medium and Long-term Strategic Skills List or Regional Occupation List), any nomination for these occupations or any application for a TSS, SESR or ENS visa connected with these occupations must satisfy the skills, qualifications, experience and employment background required under the standard TSS, SESR and ENS visa programs (unless an exception is

outlined below).

Skills Assessment

Hold a relevant skills assessment if required under Schedule 4 of this agreement.

Skills and Qualifications

Meet the skill level as defined in ANZSCO

Work Experience

Meet the work experience requirements under the standard TSS, SESR or ENS program; or

TSS/SESR:

- Have at least one and a half (1.5) years (specified at 20 hours per week) of relevant work experience; or
- Have at least one (1) year of relevant work experience, where the relevant AQF qualification was undertaken in Australia; or
- Have at least one (1) year (specified at 35 hours per week) of relevant work experience.

ENS:

- Have at least two (2) years of relevant work experience.

Table: Specified Occupations on an eligible list of skilled occupations

ANZSCO or 6 digit Code	Occupation	ANZSCO Skill Level
351311	Chef	2
351411	Cook	3

Item 4.X ANZSCO Skill Level 1-3 Occupations not on an eligible list of skilled occupations

For the occupations listed in the table under this Item, which are requested under this Agreement but are not on an eligible list of skilled occupations, the following skills, qualifications, experience and employment background criteria will apply to any nomination for these occupations or any application for a TSS, SESR or ENS visa made under the Migration Legislation.

Skills Assessment

Hold a relevant skills assessment for the nominated occupation.

Skills and Qualifications

Meet the skill level as defined in ANZSCO.

Work Experience

Meet the work experience requirements under the standard TSS, SESR or ENS program or;

TSS/SESR:

- Have at least one (1) year of relevant work experience, where the relevant AQF qualification was undertaken in Australia; or
- Have at least two (2) years (specified at 35 hours per week) of relevant work experience.

ENS:

- Have at least two (2) years of relevant work experience.

Table: ANZSCO Skill Level 1-3 Occupations not on an eligible list of skilled occupations

ANZSCO or 6 digit Code	Occupation	ANZSCO Skill Level
311112	Agricultural and Agritech Technician	2
121612	Fruit Grower	1
362611	Gardener (General)	3
421114	Out of School Hours Care Worker	3
451412	Tour Guide	3

Item 4.X Specified ANZSCO Skill Level 3-4 Occupations not on an eligible list of skilled occupations

For the occupations listed in the table under this Item, which are requested under this Agreement but are not on an eligible list of skilled occupations, the following skills, qualifications, experience and employment background criteria will apply to any nomination for these occupations or any application for a TSS, SESR or ENS visa made under the Migration Legislation.

Skills Assessment

Hold a relevant skills assessment for the nominated occupation.

Skills and Qualifications

- Hold at least an AQF (or equivalent) Certificate III for Skill Level 4 occupations; or
- Hold at least an AQF (or equivalent) Certificate IV for Skill Level 3 occupations

Work Experience

Meet the work experience requirements under the standard TSS, SESR or ENS program; or

TSS/SESR:

- Have at least one (1) year (specified at 20 hours per week) of relevant work experience

ENS:

- Have at least two (2) years of relevant work experience

Table: Specified ANZSCO Skill Level 3-4 Occupations not on an eligible list of skilled occupations

ANZSCO or 6 digit Code	Occupation	ANZSCO Skill Level
423111	Aged or Disabled Carer	4
363111	Aquaculture Supervisor	3
451111	Beauty Therapists	3
421111	Child Care Worker	3
423211	Dental Assistant	4
363114	Horticultural Supervisor or Specialist	3
423312	Nursing Support Worker	4
423313	Personal Care Assistant	4
363115	Senior Broadacre Crop and Livestock Farm Worker	3

Item 4.X Specified ANZSCO Skill Level 3 Occupation – Child Care Worker not on an eligible list of skilled occupations

For the occupations listed in the table under this Item, which are requested under this Agreement but are not on an eligible list of skilled occupations, the following skills, qualifications, experience and employment background criteria will apply to any nomination for these occupations or any application for a TSS, SESR or ENS visa made under the Migration Legislation.

Skills Assessment

Hold a relevant skills assessment for the nominated occupation.

Skills and Qualifications

Meet the skill level as defined in ANZSCO.

Work Experience

Meet the work experience requirements under the standard TSS, SESR or ENS program; or

TSS/SESR:

- Have at least one (1) year (specified at 20 hours plus per week) of relevant work experience

ENS:

- Have at least two (2) years of relevant work experience

Table: Specified ANZSCO Skill level 3 – Child Care Worker occupation

ANZSCO code	Occupation	Skill Level
421111	Child Care Worker	3

Item 4.X ANZSCO Skill Level 4 Occupations not on an eligible list of skilled occupations

For the occupations listed in the table under this Item, which are requested under this Agreement but are not on an eligible list of skilled occupations, the following skills, qualifications, experience and employment background criteria will apply to any nomination for these occupations or any application for a TSS, SESR or ENS visa made under the Migration Legislation.

Skills Assessment

Hold a relevant skills assessment for the nominated occupation.

Skills and Qualifications

Hold at least an AQF (or equivalent) Certificate II.

Work Experience

Meet the work experience requirements under the standard TSS, SESR or ENS program; or

TSS/SESR:

- Have at least one and a half (1.5) years (specified at 20 hours per week) of relevant work experience as the holder of a relevant AQF or equivalent Certificate II; or
- Have at least one (1) year (specified at 20 hours per week) of relevant work experience as the holder of a relevant AQF or equivalent Certificate III; or
- Have at least two (2) years (specified at 35 hours per week) of relevant work experience

ENS:

- Have at least two (2) years of relevant work experience

Table: ANZSCO Skill Level 4 Occupations not on an eligible list of skilled occupations

ANZSCO or 6 digit Code	Occupation	ANZSCO Skill Level
551111	Accounts Clerk	4
431111	Bar Attendant	4
431112	Barista	4
899211	Deck Hand	4
721211	Earthmoving Plant Operator (General)	4
721311	Forklift Driver	4
542113	Hotel or Motel Receptionist	4
591212	Import-Export Clerk (Customs Agent)	4
711211	Industrial Spraypainter	4
721999	Mobile Plant Operators nec	4
621312	Motor Vehicle Parts Interpreter/ Automotive Parts Salesperson	4
452215	Outdoor Adventure Instructor	4
452299	Outdoor Adventure Guides nec	4
621511	Retail Supervisor	4
711913	Sand Blaster	4
733111	Truck Driver	4
431511	Waiter	4

Item 4.X General ANZSCO Skill Level 5 Occupations not on an eligible list of skilled occupations

For the occupations listed in the table under this Item, which are requested under this Agreement but are not on an eligible list of skilled occupations, the following skills, qualifications, experience and employment background criteria will apply to any nomination for these occupations or any application for a TSS, SESR or ENS visa made under the Migration Legislation.

Skills Assessment

Hold a relevant skills assessment for the nominated occupation.

Skills and Qualifications

- Hold at least a relevant AQF (or equivalent) Certificate I; or
- Have at least one (1) year (specified at 35 hours per week) of relevant work experience

Work Experience

Meet the work experience requirements under the standard TSS, SESR or ENS program; or

TSS/SESR:

- Hold at least a relevant AQF (or equivalent) Certificate I; or
- Have at least one (1) year (specified at 35 hours per week) of relevant work experience

ENS:

- Have at least two (2) years of relevant work experience

Table: General ANZSCO Skill Level 5 Occupations not on an eligible list of skilled occupations

ANZSCO or 6 digit Code	Occupation	ANZSCO Skill Level
811411	Commercial Housekeeper	5
842212	Fruit Farm Worker	5
842213	Fruit Picker	5
431999	Other Hospitality Workers nec	5

Item 4.X Non - ANZSCO Indicative Skill Level 1 Occupations

For the occupations listed in the table under this Item, which are requested under this Agreement but are not on an eligible list of skilled occupations, the following skills, qualifications, experience and employment background criteria will apply to any nomination for these occupations or any application for a TSS, SESR or ENS visa made under the Migration Legislation.

Skills Assessment

Hold a relevant skills assessment for the nominated occupation.

Skills and Qualifications

Hold a relevant AQF (or equivalent) Bachelor Degree or higher qualification.

Work Experience

Meet the work experience requirements under the standard TSS, SESR or ENS program; or

TSS/SESR:

- Have at least one and a half (1.5) years (specified at 20 hours per week) of relevant work experience.

ENS:

- Have at least two (2) years of relevant work experience

Table: Non - ANZSCO Indicative Skill Level 1 Occupations

ANZSCO or 6 digit Code	Occupation	Indicative Skill Level
070499	Marine Environment Interpreter	1

Item 4.X Non - ANZSCO Indicative Skill Level 3 Occupations

For the occupations listed in the table under this Item, which are requested under this Agreement but are not on an eligible list of skilled occupations, the following skills, qualifications, experience and employment background criteria will apply to any nomination for these occupations or any application for a TSS, SESR or ENS visa made under the Migration Legislation.

Skills Assessment

Hold a relevant skills assessment for the nominated occupation.

Skills and Qualifications

Hold a relevant AQF (or equivalent) Certificate IV or higher qualification.

Work Experience

Meet the work experience requirements under the standard TSS, SESR or ENS program; or

TSS/SESR:

- Have at least one (1) year (specified at 20 hours per week) of relevant work experience

ENS:

- Have at least two (2) years of relevant work experience.

Table: Non - ANZSCO Indicative Skill Level 3 Occupations

ANZSCO or 6 digit Code	Occupation	Indicative Skill Level
070499	Café or Restaurant Supervisor	3
070499	Diving Instructor (Tourism or Photography)	3
070499	Farm Inspector	3
070499	Night Auditor	3

Item 4.X Non - ANZSCO Indicative Skill Level 4 Occupations

For the occupations listed in the table under this Item, which are requested under this Agreement but are not on an eligible list of skilled occupations, the following skills, qualifications, experience and employment background criteria will apply to any nomination for these occupations or any application for a TSS, SESR or ENS visa made under the Migration Legislation.

Skills Assessment

Hold a relevant skills assessment for the nominated occupation.

Skills and Qualifications

- Hold a relevant AQF (or equivalent) Certificate III or higher qualification; or
- Have at least two (2) years of relevant work experience.

Work Experience

Meet the work experience requirements under the standard TSS, SESR or ENS program; or

TSS/SESR:

- Have at least one (1) year (specified at 20 hours per week) of relevant work experience as the holder of a relevant AQF (or equivalent) Certificate III; or
- Have at least two (2) years (specified at 35 hours per week) of relevant work experience

ENS:

- Have at least two (2) years of relevant work experience

Table: Non - ANZSCO Indicative Skill Level 4 Occupations

ANZSCO or 6 digit Code	Occupation	Indicative Skill Level
070499	Bar Attendant Supervisor	4
070499	Brewer	4

ANZSCO or 6 digit Code	Occupation	Indicative Skill Level
070499	Housekeeping Supervisor	4
070499	Waiter Supervisor	4

Item 4.X Occupations included in the Fishing Industry Labour Agreement

For the occupations listed in the table under this Item, which are requested under this Agreement but are not on an eligible list of skilled occupations, the following skills, qualifications, experience and employment background criteria will apply to any nomination for these occupations or any application for a TSS, SESR or ENS visa made under the Migration Legislation.

Skills Assessment

A skills assessment is not required

Skills and Qualifications

Meet the skill level as defined in ANZSCO including where work experience can substitute the formal qualification.

This work experience can be undertaken concurrently with work experience listed below.

Work Experience

Meet the work experience requirements under the standard TSS, SESR or ENS program; or

TSS/SESR/ENS:

- Have at least two (2) years of relevant work experience.

Table: Occupations included in the Fishing Industry Labour Agreement

ANZSCO or 6 digit Code	Occupation	ANZSCO Skill Level
231213	Ship's Master	1

Schedule 5 Concession to the Temporary Skilled Migration Income Threshold (TSMIT)

In relation to the Nomination of Occupations for TSS, SESR and ENS visas, the following additional requirements must be met by an Approved Sponsor.

Under this Schedule:

- ‘Annual Market Salary Rate’ has the same meaning as in regulation 1.03 of the Migration Regulations: the earnings an Australian citizen or an Australian permanent resident earns or would earn for performing equivalent work on a full-time basis for a year in the same workplace at the same location. It is determined in accordance with the instrument which specifies the method for determining the Annual Market Salary Rate for an occupation nominated under section 140GB of the Migration Act or an occupation in relation to which a position is nominated under regulation 5.19 of the Migration Regulations.
- ‘Annual Earnings’ means an Overseas Worker’s Earnings calculated on an annual basis.

Choose one or both of the two options below depending on whether or not a concession is approved and delete the option that does not apply.

If only Option 1 applies, delete from the heading “Option 2” until the next Schedule (inclusive of the occupation table).

If only Option 2 applies, delete from the heading “Option 1” down to and including the heading “Option 2”.

Note that the Option titles in yellow highlight should always be deleted.

OPTION 1 – No TSMIT Concession.

Non-concessional occupations

‘Non-concessional occupation’ means an Occupation that may be Nominated under this Agreement but is not specified in a table under this schedule for which a TSMIT Concession applies.

‘Earnings’ has the same meaning as in the Migration Regulations.

In relation to an Overseas Worker who is Nominated for a non-concessional occupation in relation to a TSS visa, the Approved Sponsor must meet the legislative requirements relating to TSMIT, Annual Market Salary Rate and Annual Earnings which would apply if the Overseas Worker were Nominated in relation to the Short-term stream or Medium-term stream in the standard TSS visa program.

In relation to an Overseas Worker who is identified for a non-concessional occupation in relation to a SESR visa, the nominating Third Party must meet the same legislative requirements relating to TSMIT, Annual Market Salary Rate and Annual Earnings which would apply if the Overseas Worker were identified in relation to the employer sponsored stream of the standard SESR visa program.

In relation to an Overseas Worker who is identified for a non-concessional occupation in relation to an ENS visa, the nominating Third Party must meet the legislative requirements relating to TSMIT, Annual Market Salary Rate and Annual Earnings which would apply if the Overseas Worker were identified in relation to the Temporary Residence Transition stream or the Direct Entry stream in the standard ENS visa program.

OPTION 2 – TSMIT Concession approved.

Concessional occupations

‘Concessional occupation’ means an Occupation specified in the table under this schedule for which a TSMIT concession applies.

In relation to an Overseas Worker who is nominated/identified for a concessional occupation in relation to a TSS, SESR visa or an ENS visa, in accordance with the applicable concession type set out below, the

nominating Third Party must provide the Overseas Worker with an amount of Annual Earnings which is equal to or greater than:

- the Annual Market Salary Rate, and
- Reduced TSMIT (for TSMIT concession type 1) or TSMIT (for TSMIT concession type 2).

‘Reduced TSMIT’ means 90% of TSMIT.

The Designated Area Representative has specified in their endorsement letter, the TSMIT Concession type applicable to each endorsed occupation.

TSMIT Concession types

	Type 1	Type 2
Monetary Earnings	At least Reduced TSMIT	At least Reduced TSMIT
Non-monetary earnings (food & board)	-	No more than 10% of TSMIT
Total Annual Earnings	At least Reduced TSMIT	At least TSMIT

Type 1: Reduced TSMIT, and Earnings to include Guaranteed Overtime

‘Reduced TSMIT’ applies.

‘Earnings’ has the same meaning as in the regulation 1.03 of the Migration Regulations, which provides that earnings has a meaning affected by regulation 2.57A of the Migration Regulations, except that it also includes guaranteed overtime where:

- The guaranteed overtime is consistent with standard industry practice within the sector;
- There are equivalent Australians performing equivalent work in the Third Party’s workplace at the same location and whose arrangements have been guaranteed in an industrial arrangement for those workers; and
- At the time of nomination the Third Party provides evidence that the hours are guaranteed within the employment contract for the Overseas Worker, and confirms the hours are consistent with the National Employment Standards; and
- Application of the concession is subject to the Earnings being in line with applicable Industrial Awards or Enterprise Agreements and not below levels for Australian employees in comparable roles.

When calculating an Overseas Worker’s Annual Earnings, the value of monetary earnings cannot be less than Reduced TSMIT.

Type 2: TSMIT, and Earnings to include Guaranteed Overtime and Non-Monetary and Monetary Benefits

The Annual Earnings must be equal to or greater than TSMIT, and the Annual Earnings may include monetary and non-monetary benefits.

‘Earnings’ has the same meaning as in the regulation 1.03 of the Migration Regulations, which provides that earnings has a meaning affected by regulation 2.57A of the Migration Regulations, except that it also includes:

1. Guaranteed overtime where:
 - The guaranteed overtime is consistent with standard industry practice within the sector;

- There are equivalent Australians performing equivalent work in the Third Party's workplace at the same location and whose arrangements have been guaranteed in an industrial arrangement for those workers; and
 - At the time of nomination the Third Party provides evidence that the hours are guaranteed within the employment contract for the Overseas Worker, and confirms the hours are consistent with the National Employment Standards; and
 - Application of the concession is subject to the Earnings being in line with applicable Industrial Awards or Enterprise Agreements and not below levels for Australian employees in comparable roles; and
2. Monetary and non-monetary benefits, where:
- The benefits support the living costs of the Overseas Worker;
 - The Overseas Worker would have incurred that cost had it not been provided by the Third Party;
 - The benefits are quantifiable;
 - The benefits are consistent with the terms and conditions provided to existing Australians employed in a similar position;
 - The benefits are guaranteed in the employment contract; and
 - The benefits exclude contingent payments such as overtime (other than guaranteed overtime) bonuses and commissions.

For concession type 2, when calculating an Overseas Worker's Earnings, the value of other non-monetary earnings (such as phone, vehicle) cannot exceed 10% of TSMIT.

Table: Occupations to which TSMIT Concessions may apply

Delete occupations not approved for this agreement.

Where a concession has been approved, indicate the concession type (i.e. 1, 2, 3 or 4) in the right-hand column. NB an employer may be approved for different concession types for each occupation.

ANZSCO or 6 digit Code	Occupation	ANZSCO Skill Level	Concession Type
551111	Accounts Clerk	4	
423111	Aged or Disabled Carer	4	
342111	Air Conditioning & Refrigeration Mechanic	3	
323111	Aircraft Maintenance Engineer (Avionics)	3	
323112	Aircraft Maintenance Engineer (Mechanical)	3	
323113	Aircraft Maintenance Engineer (Structures)	3	
363111	Aquaculture Supervisor	3	
324311	Vehicle Painter (Aircraft Painter)	3	
351111	Baker	3	
431111	Bar Attendant	4	
700499	Bar Attendant Supervisor	4	
431112	Barista	4	

451111	Beauty Therapists	3	
399111	Boat Builder and Repairer	3	
070499	Brewer	4	
342411	Cabler (Data and Telecommunications)	3	
070499	Café or Restaurant Supervisor	3	
331212	Carpenter	3	
421111	Child Care Worker	3	
811411	Commercial Housekeeper	5	
351411	Cook	3	
899211	Deck Hand	4	
423211	Dental Assistant	4	
321212	Diesel Motor Mechanic	3	
399911	Diver	3	
452311	Diving Instructor (Open Water)	3	
070499	Diving Instructor (Tourism or Photography)	3	
721211	Earthmoving Plant Operator (General)	4	
341111	Electrician	3	
342314	Electronic Instrument Trades Worker	3	
070499	Farm Inspector	3	
323213	Fitter-Welder	3	
721311	Forklift Driver	4	
842212	Fruit Farm Worker	5	
842213	Fruit Picker	5	
362611	Gardener (General)	3	
363114	Horticultural Supervisor or Specialist	3	
542113	Hotel or Motel Receptionist	4	
070499	Housekeeping Supervisor	4	
591212	Import-Export Clerk (Customs Agent)	4	
711211	Industrial Spraypainter	4	
362213	Landscape Gardener	3	
322311	Metal Fabricator/Boilermaker	3	
323299	Metal Fitters and Machinists nec	3	
721999	Mobile Plant Operators nec	4	
321211	Motor Mechanic (General)	3	
621312	Motor Vehicle Parts Interpreter/ Automotive Parts Salesperson	4	
321213	Motorcycle Mechanic	3	

070499	Night Auditor	3	
423312	Nursing Support Worker	4	
431999	Other Hospitality Workers nec	5	
452317	Other Sports Coach or Instructor	3	
421114	Out of School Hours Care Worker	3	
452299	Outdoor Adventure Guides nec	4	
452215	Outdoor Adventure Instructor	4	
351112	Pastry Cook	3	
423313	Personal Care Assistant	4	
333211	Plasterer (Wall and Ceiling)	3	
334111	Plumber	3	
621511	Retail Supervisor	4	
711913	Sand Blaster	4	
363115	Senior Broadacre Crop and Livestock Farm Worker	3	
321214	Small Engine Mechanic	3	
342412	Telecommunications Cable Jointer	3	
451412	Tour Guide	3	
733111	Truck Driver	4	
361311	Veterinary Nurse	3	
431511	Waiter	4	
070499	Waiter Supervisor	4	
333411	Wall and Floor Tiler	3	

Schedule 6 Concession to English language requirement

Please select one of the two options below depending on whether or not a concession is approved and delete the option that does not apply.

If only Option 1 applies, delete from the heading "Option 2" until the next Schedule (inclusive of the occupation table).

If only Option 2 applies, delete from the heading "Option 1" down to and including the heading "Option 2".

Note that the Option titles in yellow highlight should always be deleted.

Option one – No Concession - delete if concession is to be applied

No English language Concessions are available.

Overseas Workers are required to meet the minimum standard English language requirements applicable to the TSS, SESR and ENS non-labour agreement visa streams under the Migration Regulations

Option Two – Please delete if no concession is to be applied

In this Schedule, **IELTS** means the International English Language Testing System or the equivalent in another accepted English language test.

Other accepted English language tests are:

- Occupational English Test (OET);
- Test of English as a Foreign Language internet-based test (TOEFL iBT);
- Pearson Test of English (PTE) Academic test; or
- Cambridge English: Advanced (CAE) test.

The English language requirements may be met if a visa applicant would be regarded as an 'exempt applicant' for the purpose of the legislative instruments applicable to TSS, SESR and ENS visas.

For any Occupations not listed in the table under this schedule, the Overseas Worker is required to meet the minimum standard English language requirements applicable to the TSS, SESR and ENS non-labour agreement visa streams under the Migration Regulations.

For the Occupations listed in the table under this schedule, the following English Language concessions apply:

- **TSS (482) and SESR (494) visas:** overall score of IELTS 5.0 (or equivalent), and no minimum individual band scores (unless registration or licensing requires a higher level of English).
- **ENS (186) visa:** overall score of IELTS 5.0 (or equivalent), and minimum IELTS score of 4.0 (or equivalent) for each individual band (unless registration or licensing requires a higher level of English).

Table: Occupations Eligible for English Language Concession

ANZSCO or 6 digit Code	Occupation	ANZSCO Skill Level
363111	Aquaculture Supervisor	3
351111	Baker	3
451111	Beauty Therapists	3
070499	Brewer	4
342411	Cabler (Data and Telecommunications)	3

331212	Carpenter	3
351311	Chef	2
811411	Commercial Housekeeper	5
351411	Cook	3
899211	Deck Hand	4
321212	Diesel Motor Mechanic	3
399911	Diver	3
721211	Earthmoving Plant Operator (General)	4
342314	Electronic Instrument Trades Worker	3
070499	Farm Inspector	3
323213	Fitter-Welder	3
721311	Forklift Driver	4
842212	Fruit Farm Worker	5
842213	Fruit Picker	5
362611	Gardener (General)	3
363114	Horticultural Supervisor or Specialist	3
431411	Hotel Service Manager	2
711211	Industrial Spraypainter	4
322311	Metal Fabricator/Boilermaker	3
323299	Metal Fitters and Machinists nec	3
721999	Mobile Plant Operators nec	4
321211	Motor Mechanic (General)	3
321213	Motorcycle Mechanic	3
431999	Other Hospitality Workers nec	5
351112	Pastry Cook	3
333211	Plasterer (Wall and Ceiling)	3
711913	Sand Blaster	4
363115	Senior Broadacre Crop and Livestock Farm Worker	3
321214	Small Engine Mechanic	3
342412	Telecommunications Cable Jointer	3
733111	Truck Driver	4
324311	Vehicle Painter (Aircraft Painter)	3
333411	Wall and Floor Tiler	3

Schedule 7 Permanent Residency Pathway

Select from Option 1, 2 or 3 depending on whether or not a PR pathway has been approved and delete the option that does not apply.

If only Option 1 applies, delete from the heading "Option 2" until the next Schedule (inclusive of the occupation tables).

If only Option 2 applies, delete "Option 1" and from the heading "Option 3" until the next Schedule (inclusive of the occupation tables).

Note that the Option titles in yellow highlight should always be deleted.

Option 1 – No Permanent Residency Pathway approved – TSS nomination ceilings only.

No Permanent Residency Pathway is approved under this agreement

Option 2 – No permanent pathway approved under LA, endorsed ceilings are for SESR

A Permanent Residency Pathway is available from the SESR visa through the PRSR (subclass 191) visa. This pathway is applied for by an overseas worker independently, and not under the terms of this labour agreement.

Option 3 – PR pathway approved

In the tables below, delete occupations not approved for this Agreement.

Occupations listed in green below are eligible only for a PR pathway through a Deed of Variation. TSS ceilings cannot be approved for these occupations

Item 7.1 Permanent Residency Pathway

A permanent residency pathway for Overseas Workers may be available through the ENS visa program, where endorsed in writing by the Designated Area Representative, for all Occupations in **Table 7.1** below.

A concession to the age limitation for the ENS and SESR visas will also apply for occupations specified under **Item 7.2**.

The following conditions will apply to any nomination for an ENS visa under this labour agreement (in addition to the ENS and requirements outlined in the Migration Legislation):

- (a) The Approved Sponsor's ENS nomination identifies an Occupation in **Table 7.1**.
- (b) The Overseas Worker has been employed in Australia, in the ENS nominated occupation, an occupation in **Table 7.1**, or a closely related occupation for a period of:
 - (i) At least two (2) years before the ENS nomination is made; or
 - (ii) Part-time work equivalent to at least two (2) years full-time before the ENS nomination is made.
- (c) For the whole time that the Overseas Worker was employed in accordance with paragraph (b) they must have:
 - (i) Lived and worked in the Designated Area outlined in **Item 3** of **Schedule 1** of this Agreement; and
 - (ii) Complied with the conditions of the visa held.
- (d) The Overseas Worker identified in the ENS nomination will be employed on a full-time basis in the position for at least two (2) years; and
- (e) The terms and conditions of employment of the Overseas Worker will not include an express exclusion of the possibility of extending the period of employment.

Table 7.1: Occupations eligible for permanent residence pathway

ANZSCO or 6 digit Code	Occupation	ANZSCO Skill Level
311111	Agricultural Technician	2
134111	Child Care Centre Manager	1
252111	Chiropractor	1
121299	Crop Farmers nec	1
253911	Dermatologist	1
253315	Endocrinologist	1
070499	Farm Supervisor	3
851299	Food Trades Assistants nec	5
841211	Fruit or Nut Farm Worker	5
841212	Fruit or Nut Picker	5
253316	Gastroenterologist	1
234411	Geologist	1
311413	Life Science Technician	2
841611	Mixed Crop and Livestock Farm Worker	5
253318	Neurologist	1
253914	Ophthalmologist	1
252112	Osteopath	1
253517	Plastic & Reconstructive Surgeon	1
422115	Preschool Aide	4
322312	Pressure Welder	3
253918	Radiation Oncologist	1
253323	Rheumatologist	1
711611	Sewing Machinist	4
323215	Textile, Clothing and Footwear Mechanic	3
253324	Thoracic Medicine Specialist	1
141999	Accommodation and Hospitality Managers nec	2
221111	Accountant	1
551111	Accounts Clerk	4
423111	Aged or Disabled Carer	4
311112	Agricultural and Agritech Technician	2
342111	Air Conditioning & Refrigeration Mechanic	3
231199	Air Transport Professionals nec	1
323111	Aircraft Maintenance Engineer (Avionics)	3
323112	Aircraft Maintenance Engineer (Mechanical)	3
323113	Aircraft Maintenance Engineer (Structures)	3

ANZSCO or 6 digit Code	Occupation	ANZSCO Skill Level
324311	Vehicle Painter (Aircraft Painter)	3
311211	Anaesthetic Technician	2
253211	Anaesthetist	1
363111	Aquaculture Supervisor	3
312111	Architectural Draftperson	2
312199	Architectural, Building and Surveying Technicians nec	2
351111	Baker	3
431111	Bar Attendant	4
070499	Bar Attendant Supervisor	4
431112	Barista	4
451111	Beauty Therapists	3
399111	Boat Builder and Repairer	3
070499	Brewer	4
312112	Building Associate (Building Construction Supervisor)	2
342411	Cabler (Data and Telecommunications)	3
141111	Cafe or Restaurant Manager	2
070499	Café or Restaurant Supervisor	3
253312	Cardiologist	1
331212	Carpenter	3
351311	Chef	2
421111	Child Care Worker (Group Leader)	2
421111	Child Care Worker	3
233211	Civil Engineer	1
312211	Civil Engineering Draftsperson	2
253313	Clinical Haematologist	1
272311	Clinical Psychologist	1
811411	Commercial Housekeeper	5
149311	Conference and Event Organiser	2
511111	Contract Administrator	2
351411	Cook	3
272199	Counsellors	1
149212	Customer Service Manager	2
121313	Dairy Cattle Farmer	1
262111	Database Administrator	1
899211	Deck Hand	4

ANZSCO or 6 digit Code	Occupation	ANZSCO Skill Level
423211	Dental Assistant	4
411211	Dental Hygienist	2
411213	Dental Technician	2
252312	Dentist	1
321212	Diesel Motor Mechanic	3
251111	Dietitian	1
399911	Diver	3
452311	Diving Instructor (Open Water)	3
070499	Diving Instructor (Tourism or Photography)	3
241111	Early Childhood (Pre-primary School) Teacher	1
721211	Earthmoving Plant Operator (General)	4
341111	Electrician	3
342314	Electronic Instrument Trades Worker	3
253912	Emergency Medicine Specialist	1
411411	Enrolled Nurse	2
221213	External Auditor	1
070499	Farm Inspector	3
323213	Fitter-Welder	3
721311	Forklift Driver	4
842212	Fruit Farm Worker	5
121612	Fruit Grower	1
842213	Fruit Picker	5
362611	Gardener (General)	3
253111	General Practitioner	1
134299	Health and Welfare Services Managers nec	1
363114	Horticultural Supervisor or Specialist	3
141311	Hotel or Motel Manager	2
542113	Hotel or Motel Receptionist	4
431411	Hotel Service Manager	2
070499	Housekeeping Supervisor	4
132311	Human Resource Manager	1
135199	ICT Managers nec	1
135112	ICT Project Managers nec	1
225213	ICT Sales Representative	1
313199	ICT Support Technicians nec	2
591212	Import-Export Clerk (Customs Agent)	4

ANZSCO or 6 digit Code	Occupation	ANZSCO Skill Level
711211	Industrial Spraypainter	4
253317	Intensive Care Specialist	1
221214	Internal Auditor	1
362213	Landscape Gardener	3
234516	Marine Biologist	1
070499	Marine Environment Interpreter	1
231215	Marine Surveyor	1
312512	Mechanical Engineering Technician	2
134211	Medical Administrator	1
251211	Medical Diagnostic Radiographer	1
253314	Medical Oncologist	1
253999	Medical Practitioners	1
322311	Metal Fabricator/Boilermaker	3
323299	Metal Fitters and Machinists nec	3
254111	Midwife	1
721999	Mobile Plant Operators nec	4
321211	Motor Mechanic (General)	3
621312	Motor Vehicle Parts Interpreter/ Automotive Parts Salesperson	4
321213	Motorcycle Mechanic	3
261211	Multimedia Specialist	1
233916	Naval Architect (Marine Designer)	1
070499	Night Auditor	3
254411	Nurse Practitioner	1
423312	Nursing Support Worker	4
253913	Obstetrician & Gynaecologist	1
251312	Occupational Health and Safety Adviser	1
252411	Occupational Therapist	1
512111	Office Manager	2
253514	Orthopaedic Surgeon	1
149999	Other Hospitality, Retail and Service Managers nec	2
431999	Other Hospitality Workers nec	5
452317	Other Sports Coach or Instructor	3
421114	Out of School Hours Care Worker	3
452299	Outdoor Adventure Guides nec	4
452215	Outdoor Adventure Instructor	4

ANZSCO or 6 digit Code	Occupation	ANZSCO Skill Level
253321	Paediatrician	1
351112	Pastry Cook	3
521111	Personal Assistant	2
423313	Personal Care Assistant	4
252511	Physiotherapist	1
333211	Plasterer (Wall and Ceiling)	3
334111	Plumber	3
252611	Podiatrist	1
311399	Primary Products Inspectors nec	2
241213	Primary School Teacher	1
511112	Program or Project Administrator	2
253411	Psychiatrist	1
139914	Quality Assurance Manager	1
223112	Recruitment Consultant	1
254412	Registered Nurse (Aged Care)	1
254413	Registered Nurse (Child and Family Health)	1
254414	Registered Nurse (Community Health)	1
254415	Registered Nurse (Critical Care and Emergency)	1
254416	Registered Nurse (Developmental Disability)	1
254417	Registered Nurse (Disability and Rehabilitation)	1
254421	Registered Nurse (Medical Practice)	1
254418	Registered Nurse (Medical)	1
254422	Registered Nurse (Mental Health)	1
254499	Registered Nurse nec	1
254423	Registered Nurse (Perioperative)	1
254424	Registered Nurse (Surgical)	1
253322	Renal Medicine Specialist	1
253112	Resident Medical Officer	1
142111	Retail Manager (General)	2
251513	Retail Pharmacist	1
621511	Retail Supervisor	4
312611	Safety Inspector	2
131112	Sales and Marketing Manager	1
711913	Sand Blaster	4
241411	Secondary School Teacher	1
363115	Senior Broadacre Crop and Livestock Farm Worker	3

ANZSCO or 6 digit Code	Occupation	ANZSCO Skill Level
231212	Ship's Engineer	1
231213	Ship's Master	2
321214	Small Engine Mechanic	3
251214	Sonographer	1
241599	Special Education Teacher	1
241511	Special Needs Teacher	1
139999	Specialist managers nec	1
253311	Specialist Physician (General Medicine)	1
253399	Specialist Physician nec	1
253511	Surgeon (General)	1
249311	Teacher of English to Speakers of Other Languages	1
342412	Telecommunications Cable Jointer	3
451412	Tour Guide	3
733111	Truck Driver	4
253518	Urologist	1
253521	Vascular Surgeon	1
234711	Veterinarian	1
361311	Veterinary Nurse	3
242211	Vocational Education Teacher	1
431511	Waiter	4
070499	Waiter Supervisor	4
333411	Wall and Floor Tiler	3
261212	Web Developer	1

Item 7.2 Age Concession for ENS and SESR

Select from Option 1 or 2 depending on whether or not a concession has been approved and delete the option that does not apply.

If only Option 1 applies, delete from the heading "Option 2" until the next Schedule (inclusive of the occupation tables).

If only Option 2 applies, delete from the heading "Option 1" down to and including the heading "Option 2".

Note that the Option titles in yellow highlight should always be deleted.

Option 1 – No age concession applies

No concession to the age requirement is approved under this agreement

Option 2 – An age concessions applies

Delete Occupations from the table below that are not approved for this Agreement

For occupations listed in the Table under **Item 7.2**, an Overseas Worker may be nominated for a SESR or ENS visa if, at the time of the Approved Sponsor's Nomination, they have not turned:

- 55 years of age for skill level 1-4 occupations.
- 50 years of age at for skill level 5 occupations.

Table: Occupations eligible for an age Concessions

ANZSCO or 6 digit Code	Occupation	ANZSCO Skill Level
311111	Agricultural Technician	2
134111	Child Care Centre Manager	1
252111	Chiropractor	1
121299	Crop Farmers nec	1
253911	Dermatologist	1
253315	Endocrinologist	1
070499	Farm Supervisor	3
851299	Food Trades Assistants nec	5
841211	Fruit or Nut Farm Worker	5
841212	Fruit or Nut Picker	5
253316	Gastroenterologist	1
234411	Geologist	1
311413	Life Science Technician	2
841611	Mixed Crop and Livestock Farm Worker	5
253318	Neurologist	1
253914	Ophthalmologist	1
252112	Osteopath	1
253517	Plastic & Reconstructive Surgeon	1
422115	Preschool Aide	4
322312	Pressure Welder	3
253918	Radiation Oncologist	1
253323	Rheumatologist	1
711611	Sewing Machinist	4
323215	Textile, Clothing and Footwear Mechanic	3
253324	Thoracic Medicine Specialist	1
141999	Accommodation and Hospitality Managers nec	2
221111	Accountant	1
551111	Accounts Clerk	4

ANZSCO or 6 digit Code	Occupation	ANZSCO Skill Level
423111	Aged or Disabled Carer	4
311112	Agricultural and Agritech Technician	2
342111	Air Conditioning & Refrigeration Mechanic	3
231199	Air Transport Professionals nec	1
323111	Aircraft Maintenance Engineer (Avionics)	3
323112	Aircraft Maintenance Engineer (Mechanical)	3
323113	Aircraft Maintenance Engineer (Structures)	3
324311	Vehicle Painter (Aircraft Painter)	3
311211	Anaesthetic Technician	2
253211	Anaesthetist	1
363111	Aquaculture Supervisor	3
312111	Architectural Draftperson	2
312199	Architectural, Building and Surveying Technicians nec	2
351111	Baker	3
431111	Bar Attendant	4
070499	Bar Attendant Supervisor	4
431112	Barista	4
451111	Beauty Therapists	3
399111	Boat Builder and Repairer	3
070499	Brewer	4
312112	Building Associate (Building Construction Supervisor)	2
342411	Cabler (Data and Telecommunications)	3
141111	Cafe or Restaurant Manager	2
070499	Café or Restaurant Supervisor	3
253312	Cardiologist	1
331212	Carpenter	3
351311	Chef	2
421111	Child Care Worker (Group Leader)	2
421111	Child Care Worker	3
233211	Civil Engineer	1
312211	Civil Engineering Draftsperson	2

ANZSCO or 6 digit Code	Occupation	ANZSCO Skill Level
253313	Clinical Haematologist	1
272311	Clinical Psychologist	1
149311	Conference and Event Organiser	2
511111	Contract Administrator	2
351411	Cook	3
272199	Counsellors	1
149212	Customer Service Manager	2
121313	Dairy Cattle Farmer	1
262111	Database Administrator	1
899211	Deck Hand	4
423211	Dental Assistant	4
411211	Dental Hygienist	2
411213	Dental Technician	2
252312	Dentist	1
321212	Diesel Motor Mechanic	3
251111	Dietitian	1
399911	Diver	3
452311	Diving Instructor (Open Water)	3
070499	Diving Instructor (Tourism or Photography)	3
241111	Early Childhood (Pre-primary School) Teacher	1
721211	Earthmoving Plant Operator (General)	4
341111	Electrician	3
342314	Electronic Instrument Trades Worker	3
253912	Emergency Medicine Specialist	1
411411	Enrolled Nurse	2
221213	External Auditor	1
070499	Farm Inspector	3
323213	Fitter-Welder	3
721311	Forklift Driver	4
121612	Fruit Grower	1
362611	Gardener (General)	3
253111	General Practitioner	1

ANZSCO or 6 digit Code	Occupation	ANZSCO Skill Level
134299	Health and Welfare Services Managers nec	1
363114	Horticultural Supervisor or Specialist	3
141311	Hotel or Motel Manager	2
542113	Hotel or Motel Receptionist	4
431411	Hotel Service Manager	2
070499	Housekeeping Supervisor	4
132311	Human Resource Manager	1
135199	ICT Managers nec	1
135112	ICT Project Managers nec	1
225213	ICT Sales Representative	1
313199	ICT Support Technicians nec	2
591212	Import-Export Clerk (Customs Agent)	4
711211	Industrial Spraypainter	4
253317	Intensive Care Specialist	1
221214	Internal Auditor	1
362213	Landscape Gardener	3
234516	Marine Biologist	1
070499	Marine Environment Interpreter	1
231215	Marine Surveyor	1
312512	Mechanical Engineering Technician	2
134211	Medical Administrator	1
251211	Medical Diagnostic Radiographer	1
253314	Medical Oncologist	1
253999	Medical Practitioners	1
322311	Metal Fabricator/Boilermaker	3
323299	Metal Fitters and Machinists nec	3
254111	Midwife	1
721999	Mobile Plant Operators nec	4
321211	Motor Mechanic (General)	3
621312	Motor Vehicle Parts Interpreter/ Automotive Parts Salesperson	4
321213	Motorcycle Mechanic	3
261211	Multimedia Specialist	1

ANZSCO or 6 digit Code	Occupation	ANZSCO Skill Level
233916	Naval Architect (Marine Designer)	1
070499	Night Auditor	3
254411	Nurse Practitioner	1
423312	Nursing Support Worker	4
253913	Obstetrician & Gynaecologist	1
251312	Occupational Health and Safety Adviser	1
252411	Occupational Therapist	1
512111	Office Manager	2
253514	Orthopaedic Surgeon	1
149999	Other Hospitality, Retail and Service Managers nec	2
452317	Other Sports Coach or Instructor	3
421114	Out of School Hours Care Worker	3
452299	Outdoor Adventure Guides nec	4
452215	Outdoor Adventure Instructor	4
253321	Paediatrician	1
351112	Pastry Cook	3
521111	Personal Assistant	2
423313	Personal Care Assistant	4
252511	Physiotherapist	1
333211	Plasterer (Wall and Ceiling)	3
334111	Plumber	3
252611	Podiatrist	1
311399	Primary Products Inspectors nec	2
241213	Primary School Teacher	1
511112	Program or Project Administrator	2
253411	Psychiatrist	1
139914	Quality Assurance Manager	1
223112	Recruitment Consultant	1
254412	Registered Nurse (Aged Care)	1
254413	Registered Nurse (Child and Family Health)	1
254414	Registered Nurse (Community Health)	1
254415	Registered Nurse (Critical Care and Emergency)	1

ANZSCO or 6 digit Code	Occupation	ANZSCO Skill Level
254416	Registered Nurse (Developmental Disability)	1
254417	Registered Nurse (Disability and Rehabilitation)	1
254421	Registered Nurse (Medical Practice)	1
254418	Registered Nurse (Medical)	1
254422	Registered Nurse (Mental Health)	1
254499	Registered Nurse nec	1
254423	Registered Nurse (Perioperative)	1
254424	Registered Nurse (Surgical)	1
253322	Renal Medicine Specialist	1
253112	Resident Medical Officer	1
142111	Retail Manager (General)	2
251513	Retail Pharmacist	1
621511	Retail Supervisor	4
312611	Safety Inspector	2
131112	Sales and Marketing Manager	1
711913	Sand Blaster	4
241411	Secondary School Teacher	1
363115	Senior Broadacre Crop and Livestock Farm Worker	3
231212	Ship's Engineer	1
231213	Ship's Master	2
321214	Small Engine Mechanic	3
251214	Sonographer	1
241599	Special Education Teacher	1
241511	Special Needs Teacher	1
139999	Specialist managers nec	1
253311	Specialist Physician (General Medicine)	1
253399	Specialist Physician nec	1
253511	Surgeon (General)	1
249311	Teacher of English to Speakers of Other Languages-	1
342412	Telecommunications Cable Jointer	3
451412	Tour Guide	3
733111	Truck Driver	4

ANZSCO or 6 digit Code	Occupation	ANZSCO Skill Level
253518	Urologist	1
253521	Vascular Surgeon	1
234711	Veterinarian	1
361311	Veterinary Nurse	3
242211	Vocational Education Teacher	1
431511	Waiter	4
070499	Waiter Supervisor	4
333411	Wall and Floor Tiler	3
261212	Web Developer	1
811411	Commercial Housekeeper	5
842212	Fruit Farm Worker	5
842213	Fruit Picker	5
431999	Other Hospitality Workers nec	5

Schedule 8 Additional requirements for nomination

Item 8.1 Labour market testing requirements

Evidence of labour market testing must accompany TSS or SESR Nominations lodged in accordance with this Agreement. These attempts must have been conducted in the last twelve (12) months prior to lodging the nomination application.

Location of Business (Designated Regional Area)	LMT requirements
Category 2	The Sponsor must be able to demonstrate at least two (2) separate advertisements to test the Australian labour market for the nominated occupation. Category 2 location means a location within Australia with a postcode that is designated as a regional area of Australia and under the category 'Cities and major regional centres' for skilled migration purposes. See: Designated regional area postcodes (homeaffairs.gov.au)
Category 3	The Sponsor must be able to demonstrate at least two (2) separate advertisements to test the Australian labour market for the nominated occupation. • one advertisement must have national reach • the other may be advertised locally (within the designated area only). The evidence provided should be equivalent to that required under the Standard skilled visa program but may include advertising conducted on either the Sponsor's and/or industry website. Category 3 location means a location within Australia with a postcode that is designated as a regional area of Australia and under the category 'Regional centres and other regional areas' for skilled migration purposes. See: Designated regional area postcodes (homeaffairs.gov.au)

Item 8.2 Settlement information package

The Approved Sponsor is to provide an undertaking that prior to engaging an Overseas Worker under this Agreement, the Approved Sponsor will provide that person with a package of settlement information produced by the Designated Area Representative, which includes information on:

- (a) workplace rights and entitlements;
 - (b) local area services such as health, emergency and educational services;
- community activities and religious services;
- living costs in the Designated Area; and
- English language services (education and translating and interpreting services (TIS National)).

Schedule 9 Variation of sponsorship obligations

Item 9.1 Obligation to cooperate with inspectors

The obligation in regulation 2.78 of the Migration Regulations applies and is not varied.

Item 9.2 Obligation to ensure equivalent terms and conditions of employment

The obligation in regulation 2.79 of the Migration Regulations applies and is not varied.

Item 9.3 Obligation to pay travel costs to enable sponsored persons to leave Australia

The obligation in regulation 2.80 of the Migration Regulations applies and is not varied.

Item 9.4 Obligation to pay costs incurred by the Commonwealth to locate and remove unlawful non-citizens

The obligation in regulation 2.81 of the Migration Regulations applies and is not varied.

Item 9.5 Obligation to keep records

The obligation in regulation 2.82 of the Migration Regulations applies and is not varied.

Item 9.6 Obligation to provide records and information to the Minister

The obligation in regulation 2.83 of the Migration Regulations applies and is not varied.

Item 9.7 Obligation to provide information to Immigration when certain events occur

The obligation in regulation 2.84 of the Migration Regulations applies and is not varied.

Item 9.8 Obligation to ensure Primary Sponsored Person works or participates in Nominated Occupation, program or activity

The obligation in regulation 2.86 of the Migration Regulations applies and is not varied.

Item 9.9 Obligation not to recover, transfer or take actions that would result in another person paying for certain costs

The obligation in regulation 2.87 of the Migration Regulations applies and is not varied. For clarity, the Approved Sponsor must not charge employees for services (see **Schedule 10** of this Agreement).

Schedule 10 Additional sponsorship obligations specific to this Agreement

The additional obligations listed below are applicable and commence when the Overseas Worker commences his or her employment or engagement with the Approved Sponsor, and end on the earlier of the day on which the Overseas Worker:

- (a) is granted a further substantive visa that is:
 - (i) not a TSS or SESR visa; and
 - (ii) in effect; and
- (b) ceases employment or engagement with the Approved Sponsor.

Item 10.1 Obligations not to Nominate where money owed

The Approved Sponsor must not Nominate Overseas Workers or members of their family unit who it has assessed, reasonably suspects or ought to reasonably suspect of owing money as a result of being recruited.

Item 10.2 Information on workplace rights

The Approved Sponsor must ensure that all Overseas Workers engaged under this Agreement are supplied with workplace rights information within seven (7) days of commencing employment in the Nominated Occupation with the Approved Sponsor.

Item 10.3 Obligations to pay salary directly

An Approved Sponsor must pay the Overseas Worker directly.

Item 10.4 Obligations regarding salary deductions

An Approved Sponsor may not deduct an amount from an amount payable to an Overseas Worker unless the deduction is authorised:

- (a) in writing by the employee and is principally for the employee's benefit; or
- (b) by the employee in accordance with an enterprise agreement; or
- (c) by or under a modern award or a *Fair Work Act 2009* (Cth) order; or
- (d) by or under a law of the Commonwealth, a State or a Territory, or an order of a court.

Item 10.5 Obligations regarding charging for fees for services provided

An Approved Sponsor must not charge Overseas Workers fees for services provided, including for their nomination and securing employment.

Item 10.6 Obligations regarding Annual Earnings

An Approved Sponsor must provide an Overseas Worker with Annual Earnings worked out in accordance with **Schedule 5** for their Occupation.

Schedule 11 Information to be provided to the Commonwealth

The Approved Sponsor must provide the following documentation to the Commonwealth when requested or when seeking additional Nomination Ceilings:

- (a) updated Workforce Plan, which must outline the current, and where requested, projected future composition of an Approved Sponsor's workforce. It must also include details of the total number of Australian workers (including permanent residents) and temporary visa holders engaged by the Approved Sponsor;
- (b) evidence of labour market testing that has been undertaken during the last 12 months;
- (c) evidence of salary arrangements for, and amounts paid to, persons who are or were Overseas Workers;
- (d) details of any breaches of immigration or other Commonwealth or State laws by the Approved Sponsor;
- (e) the dates and numbers and Occupations of any and all Australian workers who have been retrenched or made redundant in the past 12 month period; and
- (f) any additional information requested by the Commonwealth.

Signing Page

Select appropriate signature page option for the type of employer and move to this page. Delete other pages to end of document.

Executed as a Deed

SIGNED, SEALED AND DELIVERED

for and on behalf of the **COMMONWEALTH OF AUSTRALIA** under the written authority of the **Minister for Immigration, Citizenship and Multicultural Affairs** by its duly authorised Departmental official in the presence of

Signature of official

Signature of witness

Name and position of official

Name of witness

Date

Date

Option 1

Insert this signature block for a company registered under the Australian *Corporations Act 2001* (Cth) [for example an Australian company].

Executed as a Deed by [INSERT APPROVED SPONSOR'S NAME])

ACN: [insert ACN])

ABN: [insert ABN])

in accordance with section 127 of the *Corporations Act 2001* (Cth)

Signature of Director

Signature of Director/Company Secretary

Name of Director

Name of Director/Company Secretary

Name of Witness

Signature of Witness

Date

Date

Released by Department of Home Affairs
under the *Freedom of Information Act 1982*

Option 2

Insert this signature block for a company registered under the Australian *Corporations Act 2001* (Cth) [for example an Australian company] that has a sole director who is also the sole company secretary.

Executed as a Deed by [INSERT APPROVED SPONSOR'S NAME] ABN [insert ABN]
in accordance with section 127 of the *Corporations Act 2001* (Cth)

Name of sole director who is also the sole company
secretary

Signature of sole director who is also the sole
company secretary

Date

By executing this Agreement the signatory warrants that the signatory is the sole director and also the sole company secretary of the Approved Sponsor and the signatory warrants that the signatory is duly authorised to execute this Agreement on behalf of the Approved Sponsor

in the presence of:

Name of witness

Signature of witness

Date

Option 3

Insert this signature block for a company not registered under the Australian *Corporations Act 2001* (Cth)
[for example an international or foreign company]

SIGNED, SEALED AND DELIVERED by [INSERT APPROVED SPONSOR'S NAME]

[insert identifying company number] by:

Name and position

Signature

Date

By executing this Agreement the signatory warrants that the signatory is duly authorised to execute this Agreement on behalf of the Approved Sponsor

in the presence of:

Name of witness

Signature of witness

Date

Option 4

Insert this signature block for a partnership

SIGNED, SEALED AND DELIVERED by [INSERT APPROVED SPONSOR'S NAME]

Name of partner

Signature of partner

Date

By executing this Agreement the signatory warrants that the signatory is duly authorised to execute this Agreement on behalf of the Approved Sponsor

in the presence of:

Name of witness

Signature of witness

Date

Option 5

Insert this signature block for an individual

SIGNED, SEALED AND DELIVERED by [INSERT APPROVED SPONSOR'S NAME]

Signature

Date

in the presence of:

Name of witness

Signature of witness

Date